



## **Board of Directors Agenda Report**

MEETING DATE: OCTOBER 24, 2019 ITEM NUMBER: 9A

**SUBJECT:** Committee / Ad Hoc Committee / Liaison Reports

**DATE:** October 18, 2019

**FROM:** Robert Ruiz, Board Chair

**PRESENTATION BY:** Robert Ruiz, Board Chair

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### **RECOMMENDATION**

Information item only.

### **BACKGROUND**

To assure compliance with the Bagley-Keene Act, Committee reports are only for the purpose of the Committee chair, Ad Hoc Committee members or Liaison to provide a verbal update. Should the Board want to discuss any Committee work item not already on the agenda; those would need to be agendaized for a future Board meeting.

- i. Heroes Hall Veterans Foundation Board (Director La Belle, Chair; Vice Chair Cervantes)
- ii. Centennial Farm Foundation (Vice Chair Cervantes, Committee Chair)
- iii. Financial Monitoring Committee (Director Pham, Committee Chair)
- iv. Legislative Monitoring Committee (Director Aitken; Committee Chair; Chair Ruiz)
- v. Tenant Liaison Committee (Director Pham, Committee Chair; Vice Chair Cervantes)
- vi. Board of Directors Governing Policy Manual Review Ad Hoc Committee (Director Meyer, Committee Chair; Director Bagneris)
- vii. Safety & Security Committee (Chair Ruiz, Committee Chair; Vice Chair Cervantes)
- viii. Master Site Plan Ad Hoc Committee (Director Aitken, Committee Chair; Director Rubalcava-Garcia)
- ix. Buildings and Maintenance Committee (Director Aitken, Committee Chair; Director Rubalcava-Garcia)
- x. Audit Ad Hoc Committee (Director Rubalcava-Garcia, Committee Chair; Meyer Director)
- xi. Branding Project Ad Hoc Committee (Director Meyer; Director Aitken)
- xii. Storage, Parking and Traffic Ad Hoc Committee (Director La Belle; Director Bagneris)



## **Board of Directors Agenda Report**

MEETING DATE: OCTOBER 24, 2019 ITEM NUMBER: 9B

**SUBJECT:** Consideration of and Vote on Rescheduling the January 2020 Board of Directors Meeting to January 16, 2020 and the 2020 Out of State Travel Budget to Allow Staff to Participate in the Annual Western Fairs Association Convention in Reno, Nevada on January 19-22, 2020

**DATE:** October 18, 2019

**FROM:** Kathy Kramer, CEO

**PRESENTATION BY:** Kathy Kramer, CEO

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### **RECOMMENDATION**

At the Board's discretion, to approve rescheduling the January Board of Directors meeting to Thursday, January 16, 2020 and out-of-state travel expenses for staff to attend the annual Western Fairs Association Convention in Reno, Nevada on January 19-22, 2020.

### **BACKGROUND**

The Annual Western Fairs Association (WFA) Convention is being held in Reno, Nevada Sunday, January 19<sup>th</sup> through Wednesday, January 22<sup>nd</sup>. The OC Fair & Event Center (OCFEC) has been a long-standing member of WFA and plays a leadership role in the association as the second largest fair in California. The annual WFA convention provides staff with critical networking and educational opportunities and is a chance to conduct important meetings with industry partners, concessionaires, potential entertainers and the carnival.

The 2020 WFA convention programming features industry specific workshops (including sessions focused on safety and security and emergency/evacuation procedures), an industry trade show in which staff is able to meet with entertainment agents for fair bookings, and numerous roundtable opportunities with colleagues from throughout the fair industry. In addition, OCFEC staff members are scheduled to facilitate seminars at this year's convention. The convention is also an opportunity for Board members to attend workshops specific to Fair Directors and learn more about the industry.

Rescheduling the January, 2020 Board of Directors meeting the week prior to the WFA convention would allow staff time to properly prepare materials for the meeting, and not interfere with travel back to Orange County.

As an industry leader, OCFEC has historically been a major sponsor of the WFA convention. This \$30,000 sponsorship of the event includes on-site and media promotion of OCFEC, logo inclusion in WFA association magazine and web site, the opportunity for an OCFEC representative to give the opening remarks at the convention, seating for 10 at the closing dinner, a suite for conducting industry meetings, convention registration and lodging for up to 15 staff and Board members.

In addition to the \$30,000 sponsorship fee, the 2020 budget will also include airfare for the above 15 individuals and approximately \$10,000 to cover airfare, lodging, convention registration and per diem for an additional 10 employees to attend the convention.

Because the convention will be held in Reno, Nevada in 2020, Board approval is needed for out-of-state travel.



# Western Fairs Association Convention & Trade Show

January 19 – 22, 2020 | Grand Sierra Resort | Reno, Nevada

## Programing At-A-Glance

The Western Fairs Association is excited to share our **2020 VISION** sneak peek with you! From training programs, educational sessions, guest speakers, showcase to the trade show, there is something for every member to see! Take a look at our programing, sign up today, and join us in January as we look forward with **2020 VISION!**

### Keynotes

**Lighten Up and Lead: Leverage Levity to boost client confidence and employee engagement.**

***Tami Evans, Employee Engagement and Levity Leadership Expert***

A happy workplace is imperative to success, but how do you remain positive AND professional? Laugh and learn key characteristics to create levity in the worker, workforce and workplace, with tools that help you reach your personal and professional potential through the power of fun. Connection creates culture and culture creates employee engagement — and the fastest way to connect is through levity. Engagement empowers employees to collaborate through challenges, create innovative solutions and communicate confidently. Not to mention the bump to your bottom line!

### Corn Dogs and Elephant Ears

***Bill Ogg, CFE, Manager Walla Walla Fair & Frontier Days***

For every staff, board or service member perennially committed as vocation or labor of passion, the fair business is addictive - and can be tiring. To remain effective professionally and relatively sane, we must re-energize our internal personal batteries. Many of us rely on our “Fair Family” for this support and attending state and zone conventions is a great opportunity to reconnect with a vital power source. This keynote or motivational workshop is guaranteed to make you think some, laugh a lot and excited to squeal “we, we, we” all the way home - eager to work hard and cooperate to make the upcoming fair your best fair ever. Bill uses life experiences, quotes and humor to share his contagious enthusiasm and love for fairs to make others feel genuinely good about themselves and their contribution to the success of their fair.

### Fairtime Specifics

**Experience Planning Builds Length of Stay and Loyalty**

Experience Planning is the visualization of an entire event from beginning to end that accomplishes a goal. This workshop is about connecting the dots that make a quality guest experience the core of your business planning.

### Promotions That Have a Positive Impact

We all have slow days at our fairs ... let's talk about promotions that make a positive impact, increase attendance, increase revenue, increase quality of life in the community AND are proven to work.

### The Changing Landscape of Commercial Exhibits

Generational shifts in buying habits coupled with direct competition from the internet are altering the way patrons interact with fair commercial exhibit's programs. These and other influences have prompted at least two industry groups to take a deep look into this segment of our business with the explicit goal of improving it. This session will explore commercial exhibits from a fresh perspective as it delves into the findings and recommendations emerging from these discussions. You won't want to miss this provocative examination of this industry mainstay!

## **Financial Solvency**

### **How Fairgrounds Make Money**

Every Fairgrounds is looking for new ways to generate revenue, especially year round. Hear from a panel of fair staff about what they are doing in their interim events department to generate additional revenue beyond just the rental rate.

### **IAFE - IFM #102: Be Wise Financial Management**

This course, a required, for-credit course of the Institute of Fair Management. Topics to be covered include: What is a financial statement; Developing a Chart of Accounts; Using the P&L for planning; Budgets - defining, creating, understanding - and making them work for you.

### **Insurance 101**

This session is designed for businesses of all types. Insurance can be an ambiguous topic - our goal is to clarify the purpose of insurance as it relates to business exposures.

### **Why Create a Fairgrounds Foundation?**

Learn why you should create a Fair Foundation and how you can do it in your community. Learn what a 501(c)(3) organization is and the steps to create one.

## **Human Resources**

### **Employment law for temporary businesses like ours**

Employment law can be challenging and confusing. Learn what temporary businesses need in terms of employment posters; employee breaks; overtime and more!

## **Guest Services**

### **Guest Services Ideas to Steal**

A panel of guest services pros will share the best practices, great new programs and other ideas that will help improve fairgoers' experiences.

### **Perception is Reality...Turning a Fair Around**

Learn how Miguel Santana, President & CEO of Fairplex regained the trust of the Fair's stakeholders...its community, Board members, and employees.

### **ShowBUSINESS; Crafting connection to engage and delight**

When it comes to audience engagement, the experience we create is critical, and can be a defining factor in the growth of your event. Customize your current content with experiential techniques that will leave your guests delighted.

## **Marketing**

### **get hAPPy. – Apps & Tools for a Better You!**

Ever wonder if you are making the most of available apps for your fair, business, or life? Join us as we discuss top tips for utilizing the tools that are literally at your fingertips, and how to take advantage of others with the click of a button!

### **Instagram: 101**

Learn the simple ins & outs of Instagram. We will explore creating the 'live experience,' cover #hashtags to entice your audience, learn how to create good content, as well as Instagram and Facebook Live.

### **Social Media 2.0**

This Social Media 2.0 session will have you looking at the trends and direction of the Market, diving a little deeper into your social media content, teaching you what tools are at your disposal and the dos & don'ts of the social media game.

## **Organizational Planning & Development**

### **CEO/Director Workshop**

***Tammy Dennee, CMP, CAE - Legislative Director***

There are so many opportunities for leaders to say Yes, but are we attracting the best leaders and once we have the leaders in place, are we giving them a proper orientation and setting them up to not just go through the motions of attending meetings? As staff leaders, are we communicating our expectations before the new potential board members say Yes? As leaders are, we bringing our "A" Game? This Session is for every Board Member and Senior Staff. We will break down some of the roles and responsibilities of both the staff and the board, evaluate best management practices for learning to set goals, learn to speak with one voice and understand strategies for setting the table for effective meetings. Don't miss your opportunity to learn and engage.

## **Personal Improvement**

### **How I Stayed Sane...Mostly**

Come hear from titans in the Fair industry tell their stories about their personal management style, how they balance everything, what their routines are, what still affects them to this day, and what they would do differently now knowing everything they know.

### **Speak with Confidence and Style**

Does public speaking make your heart race? Do you break out in a cold sweat? Don't sweat it...be yourself and learn to breathe easy. It's ok to come nervous. When you finish this workshop you will be able to ask for a raise or be the "toast of the town!"

## **Safety and Security**

### **Consumer Protection Program**

The Consumer Protection Program workshop helps fairs understand enteric pathogens such as E.Coli, as well as provide information on controlling traffic flow in all animal areas (not just petting zoos), creating proper signage, installing hand-wash areas and establishing specific cleaning protocols. This is an intensive, seven part, workshop.

### **Emergency Plan & Evacuation Procedures**

This session will teach you how to prepare for any type of emergency during your fair or interim event and tips on developing an Emergency and Evacuation Plan so that you are prepared when the worst happens.

### **Fairgrounds Security 101**

Are you covering the basics of Security at your Fairgrounds? Learn the most modern techniques and proven tactics to make your Fairgrounds safe and reduce risk.

### **It's a Lawsuit! Now What Happens?**

A process server walks into your office, hands you some papers and says "You've been served." Your business is being sued because a patron was hurt while attending your event or while at your facility. Learn practical ways to minimize confusion, challenge and pain.

### **Preparing for Unexpected Spectators**

What would you do if animal rights activists showed up to disrupt your event? This session will dive into the tactics activists use at fairs, expos and events and most importantly what event organizers can do to prepare for that type of unwanted activity.

# CONVENTION AT-A-GLANCE

Sunday  
January 19

Monday  
January 20

Tuesday  
January 21

Wednesday  
January 22

8:00 a.m.								8:00 a.m.
8:30 a.m.								8:30 a.m.
9:00 a.m.								9:00 a.m.
9:30 a.m.								9:30 a.m.
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10:30 a.m.								10:30 a.m.
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12:00 p.m.								12:00 p.m.
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1:30 p.m.								1:30 p.m.
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9:30 p.m.								9:30 p.m.
10:00 p.m.								10:00 p.m.
10:30 p.m.								10:30 p.m.
11:00 p.m.								11:00 p.m.





## **Board of Directors Agenda Report**

MEETING DATE: OCTOBER 24, 2019 ITEM NUMBER: 9C

**SUBJECT:** Consideration of and Vote on the 2020 B & L Productions, Inc. / dba Crossroads of the West Gun Show Rental Agreements

**DATE:** October 18, 2019

**FROM:** Kathy Kramer, CEO

**PRESENTATION BY:** Michele Richards, VP Business Development

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### **RECOMMENDATION**

At the Board of Directors' discretion.

### **BACKGROUND**

Crossroads of the West Gun Shows has been a client in good standing with OC Fair & Event Center (OCFEC) for 34 years. Crossroads is planning five gun shows at OCFEC in 2020, specifically in January, March, June, August and November. The five shows represent projected combined revenue of approximately \$715,000.

At its October, 2018 meeting, the Board of Directors approved six gun show rental agreements for 2019 (one show was subsequently eliminated by the promoter) in order to give the promoter time to plan and promote the events.

Staff is presenting the five 2020 gun show rental agreements for the Board's consideration, again to give the promoter time to plan and to give staff direction for the 2020 budget.

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	CONTRACT DATES	CONTRACT AMOUNT* *FACILITY RENTAL ONLY
R-010-20	B & L Productions, Inc.	Crossroads of the West Gun Show	Consumer Show (CON)	01/16/20-01/20/20	\$100,494.50
R-011-20	B & L Productions, Inc.	Crossroads of the West Gun Show	Consumer Show (CON)	03/19/20-03/23/20	\$100,404.50
R-012-20	B & L Productions, Inc.	Crossroads of the West Gun Show	Consumer Show (CON)	06/04/20-06/08/20	\$100,494.50
R-013-20	B & L Productions, Inc.	Crossroads of the West Gun Show	Consumer Show (CON)	08/20/20-08/24/20	\$97,704.50
R-014-20	B & L Productions, Inc.	Crossroads of the West Gun Show	Consumer Show (CON)	11/25/20-12/01/20	\$101,733.50



REVIEWED \_\_\_\_\_

DATE **October 16, 2019**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **B & L Productions, 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 16 - 20, 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:

**Crossroads of the West Gun Show**

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

**\$100,494.50**

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.

**B & L Productions, Inc.**  
**P.O. Box 290**  
**Kaysville, UT 84037**

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

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

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

**Title: Tracy Olcott, Promoter****Title: Kathy Kramer, Chief Executive Officer**

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Crossroads of the West Gun Show	<b>Contract No:</b>	R-010-20
<b>Contact Person:</b>	Tracy Olcott	<b>Phone:</b>	(801) 544-9125
<b>Event Dates:</b>	01/18/2020 - 01/19/2020	<b>Hours:</b>	Saturday: 9:00 AM - 5:00 PM Sunday: 9:00 AM - 4:00 PM
<b>Admission Price:</b>	Adult: \$16.00 Child: 12 years and under free with a supervising adult		
<b>Vehicle Parking Fee:</b>	\$9.00 General Parking	<b>Projected Attendance:</b>	15,000

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Thursday</b>			
Anaheim Building (#16)	01/16/2020 06:00 AM - 05:00 PM	Move In	1,175.00
Costa Mesa Building (#10)	01/16/2020 06:00 AM - 05:00 PM	Move In	2,225.00
Huntington Beach Building (#12)	01/16/2020 06:00 AM - 05:00 PM	Move In	1,725.00
Los Alamitos Building (#14)	01/16/2020 06:00 AM - 05:00 PM	Move In	1,525.00
OC Promenade (Span)	01/16/2020 06:00 AM - 05:00 PM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	01/16/2020 06:00 AM - 05:00 PM	Move In	1,025.00
<b>Friday</b>			
Anaheim Building (#16)	01/17/2020 06:00 AM - 07:00 PM	Move In	1,175.00
Costa Mesa Building (#10)	01/17/2020 06:00 AM - 07:00 PM	Move In	2,225.00
Huntington Beach Building (#12)	01/17/2020 06:00 AM - 07:00 PM	Move In	1,725.00
Los Alamitos Building (#14)	01/17/2020 06:00 AM - 07:00 PM	Move In	1,525.00
Main Mall	01/17/2020 06:00 AM - 07:00 PM	Move In	850.00
OC Promenade (Span)	01/17/2020 06:00 AM - 07:00 PM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	01/17/2020 06:00 AM - 07:00 PM	Move In	1,025.00
<b>Saturday</b>			
Anaheim Building (#16)	01/18/2020 09:00 AM - 05:00 PM	Event	2,350.00
Costa Mesa Building (#10)	01/18/2020 09:00 AM - 05:00 PM	Event	4,450.00
Huntington Beach Building (#12)	01/18/2020 09:00 AM - 05:00 PM	Event	3,450.00
Los Alamitos Building (#14)	01/18/2020 09:00 AM - 05:00 PM	Event	3,050.00
Main Mall	01/18/2020 09:00 AM - 05:00 PM	Event	1,700.00
OC Promenade (Span)	01/18/2020 09:00 AM - 05:00 PM	Event	No Charge
Santa Ana Pavilion (Parade of Products)	01/18/2020 09:00 AM - 05:00 PM	Event	2,050.00
<b>Sunday</b>			
Anaheim Building (#16)	01/19/2020 09:00 AM - 04:00 PM	Event	2,350.00
Costa Mesa Building (#10)	01/19/2020 09:00 AM - 04:00 PM	Event	4,450.00
Huntington Beach Building (#12)	01/19/2020 09:00 AM - 04:00 PM	Event	3,450.00
Los Alamitos Building (#14)	01/19/2020 09:00 AM - 04:00 PM	Event	3,050.00
Main Mall	01/19/2020 09:00 AM - 04:00 PM	Event	1,700.00
OC Promenade (Span)	01/19/2020 09:00 AM - 04:00 PM	Event	No Charge
Santa Ana Pavilion (Parade of Products)	01/19/2020 09:00 AM - 04:00 PM	Event	2,050.00
<b>Monday</b>			
Anaheim Building (#16)	01/20/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Costa Mesa Building (#10)	01/20/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Huntington Beach Building (#12)	01/20/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Los Alamitos Building (#14)	01/20/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Main Mall	01/20/2020 06:00 AM - 12:00 PM	Move Out	No Charge
OC Promenade (Span)	01/20/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	01/20/2020 06:00 AM - 12:00 PM	Move Out	No Charge

OC Promenade available at no charge in 2020 only.

Move out must be completed by 12:00 Noon on Monday - January 20, 2020 to avoid additional charges.

**Total: 50,300.00**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 20	20.00 EA	25.00 EA	500.00
50 Amp Drop	Estimate 1	1.00 EA	70.00 EA	70.00
Barricade (Metal)	Estimate 15	15.00 EA	15.00 EA	225.00

# EXHIBIT A

Event Information						
Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Dumpster	Estimate 100	100.00	EA	18.00	EA	1,800.00
Electrical Splitter Box	Estimate 1	1.00	EA	55.00	EA	55.00
Electrical Usage	Estimate Only	1.00	EA	1,250.00	EVT	1,250.00
Forklift	Estimate 5 Hours	5.00	HR	75.00	HR	375.00
Hang Tag - 2 Day	Estimate 400	400.00	EA	8.00	EA	3,200.00
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Marquee Board	12/28/2019 - 01/19/2020	4.00	WK	Included		Included
Portable Electronic Message Board	01/18/2020 - 01/19/2020	2.00	EA	75.00	DAY	300.00
Public Address System (Per Building)	01/17/2020 - 01/19/2020	4.00	EA	75.00	DAY	900.00
Scissor Lift	Estimate 14 Hours	14.00	HR	75.00	HR	1,050.00
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 18 Hours	18.00	HR	75.00	HR	1,350.00
Ticket Booth (Double Window)	Estimate 3	3.00	EA	100.00	EA	300.00
<b>Total:</b>						<b>11,375.00</b>

Reimbursable Personnel Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<b><u>Event Operations</u></b>						
<b>Set Up</b>						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Grounds Attendant	Estimate 16 Hours	16.00	HR	24.00	HR	384.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	24.00	HR	384.00
Electrician	Estimate 5 Hours	5.00	HR	60.00	HR	300.00
<b>Event Day</b>						
Grounds Attendant Lead	01/18/2020 08:00 AM - 05:00 PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	01/18/2020 08:00 AM - 05:00 PM	2.00	EA	24.00	HR	432.00
Janitorial Attendant Lead	01/18/2020 08:00 AM - 05:00 PM	1.00	EA	30.00	HR	270.00
Janitorial Attendant	01/18/2020 08:00 AM - 05:00 PM	9.00	EA	24.00	HR	1,944.00
Electrician	01/18/2020 08:00 AM - 05:00 PM	1.00	EA	60.00	HR	540.00
Grounds Attendant Lead	01/19/2020 08:00 AM - 04:00 PM	1.00	EA	30.00	HR	240.00
Grounds Attendant	01/19/2020 08:00 AM - 04:00 PM	2.00	EA	24.00	HR	384.00
Janitorial Attendant Lead	01/19/2020 08:00 AM - 04:00 PM	1.00	EA	30.00	HR	240.00
Janitorial Attendant	01/19/2020 08:00 AM - 04:00 PM	9.00	EA	24.00	HR	1,728.00
Electrician	01/19/2020 08:00 AM - 04:00 PM	1.00	EA	60.00	HR	480.00
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 10 Hours	10.00	HR	30.00	HR	300.00
Grounds Attendant	Estimate 40 Hours	40.00	HR	24.00	HR	960.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	24.00	HR	384.00
Electrician	Estimate 5 Hours	5.00	HR	60.00	HR	300.00
<b><u>Event Sales &amp; Services</u></b>						
Event Coordinator	01/18/2020 07:00 AM - 05:00 PM	1.00	EA	48.50	HR	485.00
Event Coordinator	01/19/2020 08:00 AM - 04:00 PM	1.00	EA	48.50	HR	388.00
<b><u>Parking</u></b>						
Parking Attendant Lead	01/17/2020 08:00 AM - 07:00 PM	1.00	EA	30.00	HR	330.00
Parking Attendant	01/17/2020 08:00 AM - 07:00 PM	5.00	EA	24.00	HR	1,320.00
<b><u>Safety &amp; Security</u></b>						
Security Attendant - Overnight	01/17/2020 07:00 PM - 01/18/2020 07:00 AM	5.00	EA	24.00	HR	1,440.00
Security Attendant Lead	01/18/2020 07:00 AM - 06:00 PM	1.00	EA	30.00	HR	330.00
Security Attendant	01/18/2020 07:00 AM - 06:00 PM	12.00	EA	24.00	HR	3,168.00
Security Attendant - Overnight	01/18/2020 05:00 PM - 08:00 AM	5.00	EA	24.00	HR	1,800.00
Security Attendant - Ammo Dealer	01/18/2020 07:00 AM - 01/19/2020 06:00 PM	2.00	EA	24.00	HR	528.00

# EXHIBIT A

Event Information							
Security Attendant Lead	01/19/2020 08:00 AM - 06:00 PM	1.00	EA	30.00	HR		300.00
Security Attendant	01/19/2020 08:00 AM - 07:00 PM	4.00	EA	24.00	HR		1,056.00
Security Attendant	01/19/2020 08:00 AM - 06:00 PM	8.00	EA	24.00	HR		1,920.00
Security Attendant - Ammo Dealer	01/19/2020 08:00 AM - 06:00 PM	2.00	EA	24.00	HR		480.00

## Technology

Creative Services	Estimate 2 Hours (Marketing Assets)	2.00	HR	45.00	HR		90.00
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT		100.00

## Outside Services

Emergency Medical Services	01/18/2020 08:00 AM - 05:30 PM	2.00	EA	25.00	HR		475.00
Emergency Medical Services	01/19/2020 08:00 AM - 04:30 PM	2.00	EA	25.00	HR		425.00
Orange County Sheriff Services	01/18/2020 Estimate Only	1.00	EA	5,500.00	EVT		5,500.00
Orange County Sheriff Services	01/19/2020 Estimate Only	1.00	EA	5,500.00	EVT		5,500.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR		394.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	1,510.00	EVT		1,510.00

**Total: 37,319.50**

## Summary

Facility Rental Total	\$50,300.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$48,694.50
Refundable Deposit	\$1,500.00

**Grand Total: \$100,494.50**

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	11/15/2019	\$50,247.25
Second Payment	12/16/2019	\$50,247.25

**Total: \$100,494.50**

**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.

## CANOPIES / TENTS

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

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

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

REVIEWED \_\_\_\_\_

DATE **October 16, 2019**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

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

**March 19 - 23, 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:

**Crossroads of the West Gun Show**

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

**\$100,404.50**

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.

**B & L Productions, Inc.**  
**P.O. Box 290**  
**Kaysville, UT 84037**

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

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

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

**Title: Tracy Olcott, Promoter****Title: Kathy Kramer, Chief Executive Officer**

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Crossroads of the West Gun Show	<b>Contract No:</b>	R-011-20
<b>Contact Person:</b>	Tracy Olcott	<b>Phone:</b>	(801) 544-9125
<b>Event Dates:</b>	03/21/2020 - 03/22/2020	<b>Hours:</b>	Saturday: 9:00 AM - 5:00 PM Sunday: 9:00 AM - 4:00 PM

**Admission Price:** Adult: \$16.00 Child: 12 years and under free with a supervising adult

**Vehicle Parking Fee:** \$9.00 General Parking **Projected Attendance:** 15,000

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Monday</b>			
Anaheim Building (#16)	03/22/2020 06:00 AM - 05:00 PM	Move In	1,175.00
Costa Mesa Building (#10)	03/22/2020 06:00 AM - 05:00 PM	Move In	2,225.00
Huntington Beach Building (#12)	03/22/2020 06:00 AM - 05:00 PM	Move In	1,725.00
Los Alamitos Building (#14)	03/22/2020 06:00 AM - 05:00 PM	Move In	1,525.00
OC Promenade (Span)	03/22/2020 06:00 AM - 05:00 PM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	03/22/2020 06:00 AM - 05:00 PM	Move In	1,025.00
<b>Tuesday</b>			
Anaheim Building (#16)	03/23/2020 06:00 AM - 07:00 PM	Move In	1,175.00
Costa Mesa Building (#10)	03/23/2020 06:00 AM - 07:00 PM	Move In	2,225.00
Huntington Beach Building (#12)	03/23/2020 06:00 AM - 07:00 PM	Move In	1,725.00
Los Alamitos Building (#14)	03/23/2020 06:00 AM - 07:00 PM	Move In	1,525.00
Main Mall	03/23/2020 06:00 AM - 07:00 PM	Move In	850.00
OC Promenade (Span)	03/23/2020 06:00 AM - 07:00 PM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	03/23/2020 06:00 AM - 07:00 PM	Move In	1,025.00
<b>Wednesday</b>			
Anaheim Building (#16)	03/21/2020 09:00 AM - 05:00 PM	Event	2,350.00
Costa Mesa Building (#10)	03/21/2020 09:00 AM - 05:00 PM	Event	4,450.00
Huntington Beach Building (#12)	03/21/2020 09:00 AM - 05:00 PM	Event	3,450.00
Los Alamitos Building (#14)	03/21/2020 09:00 AM - 05:00 PM	Event	3,050.00
Main Mall	03/21/2020 09:00 AM - 05:00 PM	Event	1,700.00
OC Promenade (Span)	03/21/2020 09:00 AM - 05:00 PM	Event	No Charge
Santa Ana Pavilion (Parade of Products)	03/21/2020 09:00 AM - 05:00 PM	Event	2,050.00
<b>Thursday</b>			
Anaheim Building (#16)	03/22/2020 09:00 AM - 04:00 PM	Event	2,350.00
Costa Mesa Building (#10)	03/22/2020 09:00 AM - 04:00 PM	Event	4,450.00
Huntington Beach Building (#12)	03/22/2020 09:00 AM - 04:00 PM	Event	3,450.00
Los Alamitos Building (#14)	03/22/2020 09:00 AM - 04:00 PM	Event	3,050.00
Main Mall	03/22/2020 09:00 AM - 04:00 PM	Event	1,700.00
OC Promenade (Span)	03/22/2020 09:00 AM - 04:00 PM	Event	No Charge
Santa Ana Pavilion (Parade of Products)	03/22/2020 09:00 AM - 04:00 PM	Event	2,050.00
<b>Friday</b>			
Anaheim Building (#16)	03/23/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Costa Mesa Building (#10)	03/23/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Huntington Beach Building (#12)	03/23/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Los Alamitos Building (#14)	03/23/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Main Mall	03/23/2020 06:00 AM - 12:00 PM	Move Out	No Charge
OC Promenade (Span)	03/23/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	03/23/2020 06:00 AM - 12:00 PM	Move Out	No Charge

OC Promenade available at no charge in 2020 only.

Move out must be completed by 12:00 Noon on Monday - March 23, 2020 to avoid additional charges.

**Total: 50,300.00**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 20	20.00 EA	25.00 EA	500.00
50 Amp Drop	Estimate 1	1.00 EA	70.00 EA	70.00
Barricade (Metal)	Estimate 15	15.00 EA	15.00 EA	225.00

# EXHIBIT A

Event Information						
Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Dumpster	Estimate 100	100.00	EA	18.00	EA	1,800.00
Electrical Splitter Box	Estimate 1	1.00	EA	55.00	EA	55.00
Electrical Usage	Estimate Only	1.00	EA	1,250.00	EVT	1,250.00
Forklift	Estimate 5 Hours	5.00	HR	75.00	HR	375.00
Hang Tag - 2 Day	Estimate 400	400.00	EA	8.00	EA	3,200.00
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Marquee Board	02/20/2020 - 03/22/2020	4.00	WK	Included		Included
Portable Electronic Message Board	03/21/2020 - 03/22/2020	2.00	EA	75.00	DAY	300.00
Public Address System (Per Building)	03/23/2020 - 03/22/2020	4.00	EA	75.00	DAY	900.00
Scissor Lift	Estimate 14 Hours	14.00	HR	75.00	HR	1,050.00
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 18 Hours	18.00	HR	75.00	HR	1,350.00
Ticket Booth (Double Window)	Estimate 3	3.00	EA	100.00	EA	300.00
<b>Total:</b>						<b>11,375.00</b>

Reimbursable Personnel Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<b><u>Event Operations</u></b>						
<b>Set Up</b>						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Grounds Attendant	Estimate 16 Hours	16.00	HR	24.00	HR	384.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	24.00	HR	384.00
Electrician	Estimate 5 Hours	5.00	HR	60.00	HR	300.00
<b>Event Day</b>						
Grounds Attendant Lead	03/21/2020 08:00 AM - 05:00 PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	03/21/2020 08:00 AM - 05:00 PM	2.00	EA	24.00	HR	432.00
Janitorial Attendant Lead	03/21/2020 08:00 AM - 05:00 PM	1.00	EA	30.00	HR	270.00
Janitorial Attendant	03/21/2020 08:00 AM - 05:00 PM	9.00	EA	24.00	HR	1,944.00
Electrician	03/21/2020 08:00 AM - 05:00 PM	1.00	EA	60.00	HR	540.00
Grounds Attendant Lead	03/22/2020 08:00 AM - 04:00 PM	1.00	EA	30.00	HR	240.00
Grounds Attendant	03/22/2020 08:00 AM - 04:00 PM	2.00	EA	24.00	HR	384.00
Janitorial Attendant Lead	03/22/2020 08:00 AM - 04:00 PM	1.00	EA	30.00	HR	240.00
Janitorial Attendant	03/22/2020 08:00 AM - 04:00 PM	9.00	EA	24.00	HR	1,728.00
Electrician	03/22/2020 08:00 AM - 04:00 PM	1.00	EA	60.00	HR	480.00
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 10 Hours	10.00	HR	30.00	HR	300.00
Grounds Attendant	Estimate 40 Hours	40.00	HR	24.00	HR	960.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	24.00	HR	384.00
Electrician	Estimate 5 Hours	5.00	HR	60.00	HR	300.00
<b><u>Event Sales &amp; Services</u></b>						
Event Coordinator	03/21/2020 07:00 AM - 05:00 PM	1.00	EA	48.50	HR	485.00
Event Coordinator	03/22/2020 08:00 AM - 04:00 PM	1.00	EA	48.50	HR	388.00
<b><u>Parking</u></b>						
Parking Attendant Lead	03/23/2020 08:00 AM - 07:00 PM	1.00	EA	30.00	HR	330.00
Parking Attendant	03/23/2020 08:00 AM - 07:00 PM	5.00	EA	24.00	HR	1,320.00
<b><u>Safety &amp; Security</u></b>						
Security Attendant - Overnight	03/23/2020 07:00 PM - 03/21/2020 07:00 AM	5.00	EA	24.00	HR	1,440.00
Security Attendant Lead	03/21/2020 07:00 AM - 06:00 PM	1.00	EA	30.00	HR	330.00
Security Attendant	03/21/2020 07:00 AM - 06:00 PM	12.00	EA	24.00	HR	3,168.00
Security Attendant - Overnight	03/21/2020 05:00 PM - 08:00 AM	5.00	EA	24.00	HR	1,800.00
Security Attendant - Ammo Dealer	03/21/2020 07:00 AM - 03/22/2020 06:00 PM	2.00	EA	24.00	HR	528.00



# EXHIBIT A

Event Information							
Security Attendant Lead	03/22/2020 08:00 AM - 06:00 PM	1.00	EA	30.00	HR	300.00	
Security Attendant	03/22/2020 08:00 AM - 07:00 PM	4.00	EA	24.00	HR	1,056.00	
Security Attendant	03/22/2020 08:00 AM - 06:00 PM	8.00	EA	24.00	HR	1,920.00	
Security Attendant - Ammo Dealer	03/22/2020 08:00 AM - 06:00 PM	2.00	EA	24.00	HR	480.00	

## Technology

Technology Attendant	Flat Fee (Audio Conifuguration)	1.00	EA	100.00	EVT	100.00	
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## Outside Services

Emergency Medical Services	03/21/2020 08:00 AM - 05:30 PM	2.00	EA	25.00	HR	475.00	
Emergency Medical Services	03/22/2020 08:00 AM - 04:30 PM	2.00	EA	25.00	HR	425.00	
Orange County Sheriff Services	03/22/2020 Estimate Only	1.00	EA	5,500.00	EVT	5,500.00	
Orange County Sheriff Services	03/23/2020 Estimate Only	1.00	EA	5,500.00	EVT	5,500.00	
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50	
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	1,510.00	EVT	1,510.00	

**Total: 37,229.50**

## Summary

Facility Rental Total	\$50,300.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$48,604.50
Refundable Deposit	\$1,500.00

**Grand Total: \$100,404.50**

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	01/16/2020	\$50,202.25
Second Payment	02/14/2020	\$50,202.25

**Total: \$100,404.50**

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.

## CANOPIES / TENTS

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## 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 **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **B & L Productions, 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

**June 4 - 8, 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:

**Crossroads of the West Gun Show**

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

**\$100,494.50**

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.

**B & L Productions, Inc.**  
**P.O. Box 290**  
**Kaysville, UT 84037**

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

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

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

**Title: Tracy Olcott, Promoter****Title: Kathy Kramer, Chief Executive Officer**

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Crossroads of the West Gun Show	<b>Contract No:</b>	R-012-20
<b>Contact Person:</b>	Tracy Olcott	<b>Phone:</b>	(801) 544-9125
<b>Event Dates:</b>	06/06/2020 - 06/07/2020	<b>Hours:</b>	Saturday: 9:00 AM - 5:00 PM Sunday: 9:00 AM - 4:00 PM
<b>Admission Price:</b>	Adult: \$16.00 Child: 12 years and under free with a supervising adult		
<b>Vehicle Parking Fee:</b>	\$9.00 General Parking	<b>Projected Attendance:</b>	15,000

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Thursday</b>			
Anaheim Building (#16)	06/04/2020 06:00 AM - 05:00 PM	Move In	1,175.00
Costa Mesa Building (#10)	06/04/2020 06:00 AM - 05:00 PM	Move In	2,225.00
Huntington Beach Building (#12)	06/04/2020 06:00 AM - 05:00 PM	Move In	1,725.00
Los Alamitos Building (#14)	06/04/2020 06:00 AM - 05:00 PM	Move In	1,525.00
OC Promenade (Span)	06/04/2020 06:00 AM - 05:00 PM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	06/04/2020 06:00 AM - 05:00 PM	Move In	1,025.00
<b>Friday</b>			
Anaheim Building (#16)	06/05/2020 06:00 AM - 07:00 PM	Move In	1,175.00
Costa Mesa Building (#10)	06/05/2020 06:00 AM - 07:00 PM	Move In	2,225.00
Huntington Beach Building (#12)	06/05/2020 06:00 AM - 07:00 PM	Move In	1,725.00
Los Alamitos Building (#14)	06/05/2020 06:00 AM - 07:00 PM	Move In	1,525.00
Main Mall	06/05/2020 06:00 AM - 07:00 PM	Move In	850.00
OC Promenade (Span)	06/05/2020 06:00 AM - 07:00 PM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	06/05/2020 06:00 AM - 07:00 PM	Move In	1,025.00
<b>Saturday</b>			
Anaheim Building (#16)	06/06/2020 09:00 AM - 05:00 PM	Event	2,350.00
Costa Mesa Building (#10)	06/06/2020 09:00 AM - 05:00 PM	Event	4,450.00
Huntington Beach Building (#12)	06/06/2020 09:00 AM - 05:00 PM	Event	3,450.00
Los Alamitos Building (#14)	06/06/2020 09:00 AM - 05:00 PM	Event	3,050.00
Main Mall	06/06/2020 09:00 AM - 05:00 PM	Event	1,700.00
OC Promenade (Span)	06/06/2020 09:00 AM - 05:00 PM	Event	No Charge
Santa Ana Pavilion (Parade of Products)	06/06/2020 09:00 AM - 05:00 PM	Event	2,050.00
<b>Sunday</b>			
Anaheim Building (#16)	06/07/2020 09:00 AM - 04:00 PM	Event	2,350.00
Costa Mesa Building (#10)	06/07/2020 09:00 AM - 04:00 PM	Event	4,450.00
Huntington Beach Building (#12)	06/07/2020 09:00 AM - 04:00 PM	Event	3,450.00
Los Alamitos Building (#14)	06/07/2020 09:00 AM - 04:00 PM	Event	3,050.00
Main Mall	06/07/2020 09:00 AM - 04:00 PM	Event	1,700.00
OC Promenade (Span)	06/07/2020 09:00 AM - 04:00 PM	Event	No Charge
Santa Ana Pavilion (Parade of Products)	06/07/2020 09:00 AM - 04:00 PM	Event	2,050.00
<b>Monday</b>			
Anaheim Building (#16)	06/08/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Costa Mesa Building (#10)	06/08/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Huntington Beach Building (#12)	06/08/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Los Alamitos Building (#14)	06/08/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Main Mall	06/08/2020 06:00 AM - 12:00 PM	Move Out	No Charge
OC Promenade (Span)	06/08/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	06/08/2020 06:00 AM - 12:00 PM	Move Out	No Charge

OC Promenade available at no charge in 2020 only.

Move out must be completed by 12:00 Noon on Monday - June 8, 2020 to avoid additional charges.

**Total: 50,300.00**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 20	20.00 EA	25.00 EA	500.00
50 Amp Drop	Estimate 1	1.00 EA	70.00 EA	70.00
Barricade (Metal)	Estimate 15	15.00 EA	15.00 EA	225.00

Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Dumpster	Estimate 100	100.00	EA	18.00	EA	1,800.00
Electrical Splitter Box	Estimate 1	1.00	EA	55.00	EA	55.00
Electrical Usage	Estimate Only	1.00	EA	1,250.00	EVT	1,250.00
Forklift	Estimate 5 Hours	5.00	HR	75.00	HR	375.00
Hang Tag - 2 Day	Estimate 400	400.00	EA	8.00	EA	3,200.00
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Marquee Board	05/11/2020 - 06/07/2020	4.00	WK	Included		Included
Portable Electronic Message Board	06/06/2020 - 06/07/2020	2.00	EA	75.00	DAY	300.00
Public Address System (Per Building)	06/05/2020 - 06/07/2020	4.00	EA	75.00	DAY	900.00
Scissor Lift	Estimate 14 Hours	14.00	HR	75.00	HR	1,050.00
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 18 Hours	18.00	HR	75.00	HR	1,350.00
Ticket Booth (Double Window)	Estimate 3	3.00	EA	100.00	EA	300.00

**Total: 11,375.00**

Reimbursable Personnel Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<b><u>Event Operations</u></b>						
<b>Set Up</b>						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Grounds Attendant	Estimate 16 Hours	16.00	HR	24.00	HR	384.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	24.00	HR	384.00
Electrician	Estimate 5 Hours	5.00	HR	60.00	HR	300.00
<b>Event Day</b>						
Grounds Attendant Lead	06/06/2020 08:00 AM - 05:00 PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	06/06/2020 08:00 AM - 05:00 PM	2.00	EA	24.00	HR	432.00
Janitorial Attendant Lead	06/06/2020 08:00 AM - 05:00 PM	1.00	EA	30.00	HR	270.00
Janitorial Attendant	06/06/2020 08:00 AM - 05:00 PM	9.00	EA	24.00	HR	1,944.00
Electrician	06/06/2020 08:00 AM - 05:00 PM	1.00	EA	60.00	HR	540.00
Grounds Attendant Lead	06/07/2020 08:00 AM - 04:00 PM	1.00	EA	30.00	HR	240.00
Grounds Attendant	06/07/2020 08:00 AM - 04:00 PM	2.00	EA	24.00	HR	384.00
Janitorial Attendant Lead	06/07/2020 08:00 AM - 04:00 PM	1.00	EA	30.00	HR	240.00
Janitorial Attendant	06/07/2020 08:00 AM - 04:00 PM	9.00	EA	24.00	HR	1,728.00
Electrician	06/07/2020 08:00 AM - 04:00 PM	1.00	EA	60.00	HR	480.00
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 10 Hours	10.00	HR	30.00	HR	300.00
Grounds Attendant	Estimate 40 Hours	40.00	HR	24.00	HR	960.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	24.00	HR	384.00
Electrician	Estimate 5 Hours	5.00	HR	60.00	HR	300.00
<b><u>Event Sales &amp; Services</u></b>						
Event Coordinator	06/06/2020 07:00 AM - 05:00 PM	1.00	EA	48.50	HR	485.00
Event Coordinator	06/07/2020 08:00 AM - 04:00 PM	1.00	EA	48.50	HR	388.00
<b><u>Parking</u></b>						
Parking Attendant Lead	06/05/2020 08:00 AM - 07:00 PM	1.00	EA	30.00	HR	330.00
Parking Attendant	06/05/2020 08:00 AM - 07:00 PM	5.00	EA	24.00	HR	1,320.00
<b><u>Safety &amp; Security</u></b>						
Security Attendant - Overnight	06/05/2020 07:00 PM - 06/06/2020 07:00 AM	5.00	EA	24.00	HR	1,440.00
Security Attendant Lead	06/06/2020 07:00 AM - 06:00 PM	1.00	EA	30.00	HR	330.00
Security Attendant	06/06/2020 07:00 AM - 06:00 PM	12.00	EA	24.00	HR	3,168.00
Security Attendant - Overnight	06/06/2020 05:00 PM - 08:00 AM	5.00	EA	24.00	HR	1,800.00
Security Attendant - Ammo Dealer	06/06/2020 07:00 AM - 06/07/2020 06:00 PM	2.00	EA	24.00	HR	528.00

## EXHIBIT A

Event Information						
Security Attendant Lead	06/07/2020 08:00 AM - 06:00 PM	1.00	EA	30.00	HR	300.00
Security Attendant	06/07/2020 08:00 AM - 07:00 PM	4.00	EA	24.00	HR	1,056.00
Security Attendant	06/07/2020 08:00 AM - 06:00 PM	8.00	EA	24.00	HR	1,920.00
Security Attendant - Ammo Dealer	06/07/2020 08:00 AM - 06:00 PM	2.00	EA	24.00	HR	480.00

#### **Technology**

Creative Services	Estimate 2 Hours (Marketing Assets)	2.00	HR	45.00	HR	90.00
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00

#### **Outside Services**

Emergency Medical Services	06/06/2020 08:00 AM - 05:30 PM	2.00	EA	25.00	HR	475.00
Emergency Medical Services	06/07/2020 08:00 AM - 04:30 PM	2.00	EA	25.00	HR	425.00
Orange County Sheriff Services	06/06/2020 Estimate Only	1.00	EA	5,500.00	EVT	5,500.00
Orange County Sheriff Services	06/07/2020 Estimate Only	1.00	EA	5,500.00	EVT	5,500.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	1,510.00	EVT	1,510.00

**Total: 37,319.50**

#### **Summary**

Facility Rental Total	\$50,300.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$48,694.50
Refundable Deposit	\$1,500.00

**Grand Total: \$100,494.50**

#### **Payment Schedule**

<b><u>Payment Schedule</u></b>	<b><u>Due Date</u></b>	<b><u>Amount</u></b>
First Payment	03/04/2020	\$33,498.00
Second Payment	04/04/2020	\$33,498.00
Third Payment	05/03/2020	\$33,498.50

**Total: \$100,494.50**

**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.**

#### **CANOPIES / TENTS**

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

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

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

REVIEWED \_\_\_\_\_

DATE **October 16, 2019**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

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

**August 20 - 24, 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:

**Crossroads of the West Gun Show**

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

**\$97,704.50**

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.

**B & L Productions, Inc.**  
**P.O. Box 290**  
**Kaysville, UT 84037**

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

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

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

**Title: Tracy Olcott, Promoter****Title: Kathy Kramer, Chief Executive Officer**

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Crossroads of the West Gun Show	<b>Contract No:</b>	R-013-20
<b>Contact Person:</b>	Tracy Olcott	<b>Phone:</b>	(801) 544-9125
<b>Event Dates:</b>	08/22/2020 - 08/23/2020	<b>Hours:</b>	Saturday: 9:00 AM - 5:00 PM Sunday: 9:00 AM - 4:00 PM

**Admission Price:** Adult: \$16.00 Child: 12 years and under free with a supervising adult

**Vehicle Parking Fee:** \$9.00 General Parking **Projected Attendance:** 15,000

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
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### Friday

Anaheim Building (#16)	08/20/2020 Not Available	Not Available	Not Available
Costa Mesa Building (#10)	08/20/2020 06:00 AM - 05:00 PM	Move In	2,225.00
Huntington Beach Building (#12)	08/20/2020 06:00 AM - 05:00 PM	Move In	1,725.00
Los Alamitos Building (#14)	08/20/2020 Not Available	Not Available	Not Available
OC Promenade (Span)	08/20/2020 Not Available	Not Available	Not Available
Santa Ana Pavilion (Parade of Products)	08/20/2020 06:00 AM - 05:00 PM	Move In	1,025.00

### Saturday

Anaheim Building (#16)	08/21/2020 05:00 AM - 07:00 PM	Move In	1,175.00
Costa Mesa Building (#10)	08/21/2020 05:00 AM - 07:00 PM	Move In	2,225.00
Huntington Beach Building (#12)	08/21/2020 05:00 AM - 07:00 PM	Move In	1,725.00
Los Alamitos Building (#14)	08/21/2020 05:00 AM - 07:00 PM	Move In	1,525.00
Main Mall	08/21/2020 05:00 AM - 07:00 PM	Move In	850.00
OC Promenade (Span)	08/21/2020 05:00 AM - 07:00 PM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	08/21/2020 05:00 AM - 07:00 PM	Move In	1,025.00

### Sunday

Anaheim Building (#16)	08/22/2020 09:00 AM - 05:00 PM	Event	2,350.00
Costa Mesa Building (#10)	08/22/2020 09:00 AM - 05:00 PM	Event	4,450.00
Huntington Beach Building (#12)	08/22/2020 09:00 AM - 05:00 PM	Event	3,450.00
Los Alamitos Building (#14)	08/22/2020 09:00 AM - 05:00 PM	Event	3,050.00
Main Mall	08/22/2020 09:00 AM - 05:00 PM	Event	1,700.00
OC Promenade (Span)	08/22/2020 09:00 AM - 05:00 PM	Event	No Charge
Santa Ana Pavilion (Parade of Products)	08/22/2020 09:00 AM - 05:00 PM	Event	2,050.00

### Monday

Anaheim Building (#16)	08/23/2020 09:00 AM - 04:00 PM	Event	2,350.00
Costa Mesa Building (#10)	08/23/2020 09:00 AM - 04:00 PM	Event	4,450.00
Huntington Beach Building (#12)	08/23/2020 09:00 AM - 04:00 PM	Event	3,450.00
Los Alamitos Building (#14)	08/23/2020 09:00 AM - 04:00 PM	Event	3,050.00
Main Mall	08/23/2020 09:00 AM - 04:00 PM	Event	1,700.00
OC Promenade (Span)	08/23/2020 09:00 AM - 04:00 PM	Event	No Charge
Santa Ana Pavilion (Parade of Products)	08/23/2020 09:00 AM - 04:00 PM	Event	2,050.00

### Tuesday

Anaheim Building (#16)	08/24/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Costa Mesa Building (#10)	08/24/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Huntington Beach Building (#12)	08/24/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Los Alamitos Building (#14)	08/24/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Main Mall	08/24/2020 06:00 AM - 12:00 PM	Move Out	No Charge
OC Promenade (Span)	08/24/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	08/24/2020 06:00 AM - 12:00 PM	Move Out	No Charge

OC Promenade available at no charge in 2020 only.

Move out must be completed by 12:00 Noon on Monday - August 24, 2020 to avoid additional charges.

**Total: 47,600.00**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 20	20.00 EA	25.00 EA	500.00
50 Amp Drop	Estimate 1	1.00 EA	70.00 EA	70.00
Barricade (Metal)	Estimate 15	15.00 EA	15.00 EA	225.00
Cable Ramp	TBD	TBD EA	15.00 EA	TBD



# EXHIBIT A

Event Information						
Dumpster	Estimate 100	100.00	EA	18.00	EA	1,800.00
Electrical Splitter Box	Estimate 1	1.00	EA	55.00	EA	55.00
Electrical Usage	Estimate Only	1.00	EA	1,250.00	EVT	1,250.00
Forklift	Estimate 5 Hours	5.00	HR	75.00	HR	375.00
Hang Tag - 2 Day	Estimate 400	400.00	EA	8.00	EA	3,200.00
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Marquee Board	07/21/2020 - 08/23/2020	4.00	WK	Included		Included
Portable Electronic Message Board	08/22/2020 - 08/23/2020	2.00	EA	75.00	DAY	300.00
Public Address System (Per Building)	08/21/2020 - 08/23/2020	4.00	EA	75.00	DAY	900.00
Scissor Lift	Estimate 14 Hours	14.00	HR	75.00	HR	1,050.00
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 18 Hours	18.00	HR	75.00	HR	1,350.00
Ticket Booth (Double Window)	Estimate 3	3.00	EA	100.00	EA	300.00

**Total: 11,375.00**

Reimbursable Personnel Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<b><u>Event Operations</u></b>						
<b>Set Up</b>						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Grounds Attendant	Estimate 16 Hours	16.00	HR	24.00	HR	384.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	24.00	HR	384.00
Electrician	Estimate 5 Hours	5.00	HR	60.00	HR	300.00
<b>Event Day</b>						
Grounds Attendant Lead	08/22/2020 08:00 AM - 05:00 PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	08/22/2020 08:00 AM - 05:00 PM	2.00	EA	24.00	HR	432.00
Janitorial Attendant Lead	08/22/2020 08:00 AM - 05:00 PM	1.00	EA	30.00	HR	270.00
Janitorial Attendant	08/22/2020 08:00 AM - 05:00 PM	9.00	EA	24.00	HR	1,944.00
Electrician	08/22/2020 08:00 AM - 05:00 PM	1.00	EA	60.00	HR	540.00
Grounds Attendant Lead	08/23/2020 08:00 AM - 04:00 PM	1.00	EA	30.00	HR	240.00
Grounds Attendant	08/23/2020 08:00 AM - 04:00 PM	2.00	EA	24.00	HR	384.00
Janitorial Attendant Lead	08/23/2020 08:00 AM - 04:00 PM	1.00	EA	30.00	HR	240.00
Janitorial Attendant	08/23/2020 08:00 AM - 04:00 PM	9.00	EA	24.00	HR	1,728.00
Electrician	08/23/2020 08:00 AM - 04:00 PM	1.00	EA	60.00	HR	480.00
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 10 Hours	10.00	HR	30.00	HR	300.00
Grounds Attendant	Estimate 40 Hours	40.00	HR	24.00	HR	960.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	24.00	HR	384.00
Electrician	Estimate 5 Hours	5.00	HR	60.00	HR	300.00
<b><u>Event Sales &amp; Services</u></b>						
Event Coordinator	08/22/2020 07:00 AM - 05:00 PM	1.00	EA	48.50	HR	485.00
Event Coordinator	08/23/2020 08:00 AM - 04:00 PM	1.00	EA	48.50	HR	388.00
<b><u>Parking</u></b>						
Parking Attendant Lead	08/21/2020 08:00 AM - 07:00 PM	1.00	EA	30.00	HR	330.00
Parking Attendant	08/21/2020 08:00 AM - 07:00 PM	5.00	EA	24.00	HR	1,320.00
<b><u>Safety &amp; Security</u></b>						
Security Attendant - Overnight	08/21/2020 07:00 PM - 08/22/2020 07:00 AM	5.00	EA	24.00	HR	1,440.00
Security Attendant Lead	08/22/2020 07:00 AM - 06:00 PM	1.00	EA	30.00	HR	330.00
Security Attendant - Overnight	08/22/2020 05:00 PM - 08:00 AM	5.00	EA	24.00	HR	1,800.00
Security Attendant - Ammo Dealer	08/22/2020 07:00 AM - 06:00 PM	2.00	EA	24.00	HR	528.00
Security Attendant	08/22/2020 07:00 AM - 08/23/2020 06:00 PM	12.00	EA	24.00	HR	3,168.00
Security Attendant Lead	08/23/2020 08:00 AM - 06:00 PM	1.00	EA	30.00	HR	300.00
Security Attendant	08/23/2020 08:00 AM - 07:00 PM	4.00	EA	24.00	HR	1,056.00

# EXHIBIT A

## Event Information

Security Attendant	08/23/2020 08:00 AM - 06:00 PM	8.00	EA	24.00	HR	1,920.00
Security Attendant - Ammo Dealer	08/23/2020 08:00 AM - 06:00 PM	2.00	EA	24.00	HR	480.00

### Technology

Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
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### Outside Services

Emergency Medical Services	08/22/2020 08:00 AM - 05:30 PM	2.00	EA	25.00	HR	475.00
Emergency Medical Services	08/23/2020 08:00 AM - 04:30 PM	2.00	EA	25.00	HR	425.00
Orange County Sheriff Services	08/22/2020 Estimate Only	1.00	EA	5,500.00	EVT	5,500.00
Orange County Sheriff Services	08/23/2020 Estimate Only	1.00	EA	5,500.00	EVT	5,500.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	1,510.00	EVT	1,510.00

**Total: 37,229.50**

### Summary

Facility Rental Total	\$47,600.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$48,604.50
Refundable Deposit	\$1,500.00

**Grand Total: \$97,704.50**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	05/20/2019	\$32,568.00
Second Payment	06/19/2019	\$32,568.00
Third Payment	07/20/2020	\$32,568.50

**Total: \$97,704.50**

**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.

### CANOPIES / TENTS

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

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

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

REVIEWED \_\_\_\_\_

DATE **October 16, 2019**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**November 25 - December 1, 2020**

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

**See Exhibit A**

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

**Crossroads of the West Gun Show**

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

**\$101,733.50**

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.

**B & L Productions, Inc.**  
**P.O. Box 290**  
**Kaysville, UT 84037**

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

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

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

**Title: Tracy Olcott, Promoter****Title: Kathy Kramer, Chief Executive Officer**

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Crossroads of the West Gun Show	<b>Contract No:</b>	R-014-20
<b>Contact Person:</b>	Tracy Olcott	<b>Phone:</b>	(801) 544-9125
<b>Event Dates:</b>	11/29/2020 - 11/30/2020	<b>Hours:</b>	Saturday: 9:00 AM - 5:00 PM Sunday: 9:00 AM - 4:00 PM

**Admission Price:** Adult: \$16.00 Child: 12 years and under free with a supervising adult

**Vehicle Parking Fee:** \$9.00 General Parking **Projected Attendance:** 15,000

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Wednesday</b>			
Anaheim Building (#16)	11/25/2020 06:00 AM - 05:00 PM	Rental Drop Off	No Charge
Costa Mesa Building (#10)	11/25/2020 06:00 AM - 05:00 PM	Rental Drop Off	No Charge
Huntington Beach Building (#12)	11/25/2020 06:00 AM - 05:00 PM	Rental Drop Off	No Charge
Los Alamitos Building (#14)	11/25/2020 06:00 AM - 05:00 PM	Rental Drop Off	No Charge
OC Promenade (Span)	11/25/2020 06:00 AM - 05:00 PM	Rental Drop Off	No Charge
Santa Ana Pavilion (Parade of Products)	11/25/2020 06:00 AM - 05:00 PM	Rental Drop Off	No Charge
<b>Thursday</b>			
Anaheim Building (#16)	11/26/2020 06:00 AM - 05:00 PM	Move In	1,175.00
Costa Mesa Building (#10)	11/26/2020 06:00 AM - 05:00 PM	Move In	2,225.00
Huntington Beach Building (#12)	11/26/2020 06:00 AM - 05:00 PM	Move In	1,725.00
Los Alamitos Building (#14)	11/26/2020 06:00 AM - 05:00 PM	Move In	1,525.00
OC Promenade (Span)	11/26/2020 06:00 AM - 05:00 PM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	11/26/2020 06:00 AM - 05:00 PM	Move In	1,025.00
<b>Friday</b>			
Anaheim Building (#16)	11/27/2020 06:00 AM - 05:00 PM	Dark Day	No Charge
Costa Mesa Building (#10)	11/27/2020 06:00 AM - 05:00 PM	Dark Day	No Charge
Huntington Beach Building (#12)	11/27/2020 06:00 AM - 05:00 PM	Dark Day	No Charge
Los Alamitos Building (#14)	11/27/2020 06:00 AM - 05:00 PM	Dark Day	No Charge
OC Promenade (Span)	11/27/2020 06:00 AM - 05:00 PM	Dark Day	No Charge
Santa Ana Pavilion (Parade of Products)	11/27/2020 06:00 AM - 05:00 PM	Dark Day	No Charge
<b>Saturday</b>			
Anaheim Building (#16)	11/28/2020 06:00 AM - 05:00 PM	Move In	1,175.00
Costa Mesa Building (#10)	11/28/2020 06:00 AM - 05:00 PM	Move In	2,225.00
Huntington Beach Building (#12)	11/28/2020 06:00 AM - 05:00 PM	Move In	1,725.00
Los Alamitos Building (#14)	11/28/2020 06:00 AM - 05:00 PM	Move In	1,525.00
Main Mall	11/28/2020 06:00 AM - 05:00 PM	Move In	850.00
OC Promenade (Span)	11/28/2020 06:00 AM - 05:00 PM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	11/28/2020 06:00 AM - 05:00 PM	Move In	1,025.00
<b>Sunday</b>			
Anaheim Building (#16)	11/29/2020 09:00 AM - 05:00 PM	Event	2,350.00
Costa Mesa Building (#10)	11/29/2020 09:00 AM - 05:00 PM	Event	4,450.00
Huntington Beach Building (#12)	11/29/2020 09:00 AM - 05:00 PM	Event	3,450.00
Los Alamitos Building (#14)	11/29/2020 09:00 AM - 05:00 PM	Event	3,050.00
Main Mall	11/29/2020 09:00 AM - 05:00 PM	Event	1,700.00
OC Promenade (Span)	11/29/2020 09:00 AM - 05:00 PM	Event	No Charge
Santa Ana Pavilion (Parade of Products)	11/29/2020 09:00 AM - 05:00 PM	Event	2,050.00
<b>Monday</b>			
Anaheim Building (#16)	11/30/2020 09:00 AM - 04:00 PM	Event	2,350.00
Costa Mesa Building (#10)	11/30/2020 09:00 AM - 04:00 PM	Event	4,450.00
Huntington Beach Building (#12)	11/30/2020 09:00 AM - 04:00 PM	Event	3,450.00
Los Alamitos Building (#14)	11/30/2020 09:00 AM - 04:00 PM	Event	3,050.00
Main Mall	11/30/2020 09:00 AM - 04:00 PM	Event	1,700.00
OC Promenade (Span)	11/30/2020 09:00 AM - 04:00 PM	Event	No Charge
Santa Ana Pavilion (Parade of Products)	11/30/2020 09:00 AM - 04:00 PM	Event	2,050.00
<b>Tuesday</b>			
Anaheim Building (#16)	12/01/2020 06:00 AM - 12:00 PM	Move Out	No Charge

# EXHIBIT A

## Event Information

Costa Mesa Building (#10)	12/01/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Huntington Beach Building (#12)	12/01/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Los Alamitos Building (#14)	12/01/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Main Mall	12/01/2020 06:00 AM - 12:00 PM	Move Out	No Charge
OC Promenade (Span)	12/01/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	12/01/2020 06:00 AM - 12:00 PM	Move Out	No Charge

OC Promenade available at no charge in 2020 only.

Move out must be completed by 12:00 Noon on Monday - December 1, 2020 to avoid additional charges.

**Total: 50,300.00**

## Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
20 Amp Drop	Estimate 20	20.00 EA	25.00 EA	500.00
50 Amp Drop	Estimate 1	1.00 EA	70.00 EA	70.00
Barricade (Metal)	Estimate 15	15.00 EA	15.00 EA	225.00
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 100	100.00 EA	18.00 EA	1,800.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Electrical Usage	Estimate Only	1.00 EA	1,250.00 EVT	1,250.00
Forklift	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Hang Tag - 2 Day	Estimate 400	400.00 EA	8.00 EA	3,200.00
Man Lift	TBD	TBD HR	75.00 HR	TBD
Marquee Board	10/27/2020 - 11/30/2020	4.00 WK	Included	Included
Portable Electronic Message Board	11/29/2020 - 11/30/2020	2.00 EA	75.00 DAY	300.00
Public Address System (Per Building)	11/28/2020 - 11/30/2020	4.00 EA	75.00 DAY	900.00
Scissor Lift	Estimate 14 Hours	14.00 HR	75.00 HR	1,050.00
Stanchion	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 18 Hours	18.00 HR	75.00 HR	1,350.00
Ticket Booth (Double Window)	Estimate 3	3.00 EA	100.00 EA	300.00

**Total: 11,375.00**

## Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant Lead	Estimate 8 Hours	8.00 HR	45.00 HR	360.00
Grounds Attendant	Estimate 16 Hours	16.00 HR	36.00 HR	576.00
Janitorial Attendant	Estimate 16 Hours	16.00 HR	24.00 HR	384.00
Electrician	Estimate 5 Hours	5.00 HR	90.00 HR	450.00
<b>Event Day</b>				
Grounds Attendant Lead	11/29/2020 08:00 AM - 05:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	11/29/2020 08:00 AM - 05:00 PM	2.00 EA	24.00 HR	432.00
Janitorial Attendant Lead	11/29/2020 08:00 AM - 05:00 PM	1.00 EA	30.00 HR	270.00
Janitorial Attendant	11/29/2020 08:00 AM - 05:00 PM	9.00 EA	24.00 HR	1,944.00
Electrician	11/29/2020 08:00 AM - 05:00 PM	0.00 EA	60.00 HR	0.00
Grounds Attendant Lead	11/30/2020 08:00 AM - 04:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	11/30/2020 08:00 AM - 04:00 PM	2.00 EA	24.00 HR	384.00
Janitorial Attendant Lead	11/30/2020 08:00 AM - 04:00 PM	1.00 EA	30.00 HR	240.00
Janitorial Attendant	11/30/2020 08:00 AM - 04:00 PM	9.00 EA	24.00 HR	1,728.00
Electrician	11/30/2020 08:00 AM - 04:00 PM	1.00 EA	60.00 HR	480.00
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 10 Hours	10.00 HR	30.00 HR	300.00
Grounds Attendant	Estimate 40 Hours	40.00 HR	24.00 HR	960.00
Janitorial Attendant	Estimate 16 Hours	16.00 HR	24.00 HR	384.00
Electrician	Estimate 5 Hours	5.00 HR	60.00 HR	300.00

# EXHIBIT A

## Event Information

### Event Sales & Services

Event Coordinator	11/28/2020 09:00 AM - 05:00 PM	1.00	EA	72.75	HR	582.00
Event Coordinator	11/29/2020 07:00 AM - 05:00 PM	1.00	EA	48.50	HR	485.00
Event Coordinator	11/30/2020 08:00 AM - 04:00 PM	1.00	EA	48.50	HR	388.00

### Parking

Parking Attendant Lead	11/28/2020 08:00 AM - 07:00 PM	1.00	EA	45.00	HR	495.00
Parking Attendant	11/28/2020 08:00 AM - 07:00 PM	5.00	EA	36.00	HR	1,980.00

### Safety & Security

Security Attendant - Overnight	11/28/2020 07:00 PM - 11/29/2020 07:00 AM	5.00	EA	24.00	HR	1,440.00
Security Attendant Lead	11/29/2020 07:00 AM - 06:00 PM	1.00	EA	30.00	HR	330.00
Security Attendant	11/29/2020 07:00 AM - 06:00 PM	12.00	EA	24.00	HR	3,168.00
Security Attendant - Ammo Dealer	11/29/2020 07:00 AM - 06:00 PM	2.00	EA	24.00	HR	528.00
Security Attendant - Overnight	11/29/2020 05:00 PM - 11/30/2020 08:00 AM	5.00	EA	24.00	HR	1,800.00
Security Attendant Lead	11/30/2020 08:00 AM - 06:00 PM	1.00	EA	30.00	HR	300.00
Security Attendant	11/30/2020 08:00 AM - 06:00 PM	8.00	EA	24.00	HR	1,920.00
Security Attendant - Ammo Dealer	11/30/2020 08:00 AM - 06:00 PM	2.00	EA	24.00	HR	480.00
Security Attendant	11/30/2020 08:00 AM - 07:00 PM	4.00	EA	24.00	HR	1,056.00

### Technology

Creative Services	Estimate 2 Hours (Marketing Assets)	2.00	HR	45.00	HR	90.00
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00

### Outside Services

Emergency Medical Services	11/29/2020 08:00 AM - 05:30 PM	2.00	EA	25.00	HR	475.00
Emergency Medical Services	11/30/2020 08:00 AM - 04:30 PM	2.00	EA	25.00	HR	425.00
Orange County Sheriff Services	11/29/2020 Estimate Only	1.00	EA	5,500.00	EVT	5,500.00
Orange County Sheriff Services	11/30/2020 Estimate Only	1.00	EA	5,500.00	EVT	5,500.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	1,510.00	EVT	1,510.00

**Total: 38,558.50**

### Summary

Facility Rental Total	\$50,300.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$49,933.50
Refundable Deposit	\$1,500.00

**Grand Total: \$101,733.50**

### Payment Schedule

#### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	08/25/2020	\$33,911.00
Second Payment	09/25/2020	\$33,911.00
Third Payment	10/26/2020	\$33,911.50

**Total: \$101,733.50**

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.

# EXHIBIT A

## Event Information

### **CANOPIES / TENTS**

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

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

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





## **Board of Directors Agenda Report**

**MEETING DATE:** OCTOBER 24, 2019 **ITEM NUMBER:** 9D

**SUBJECT:** Wayfinding Signage Project Status Update

**DATE:** October 18, 2019

**FROM:** Ken Karns, VP Operations

**PRESENTATION BY:** Ken Karns, VP Operations

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### **RECOMMENDATION**

Information item only.

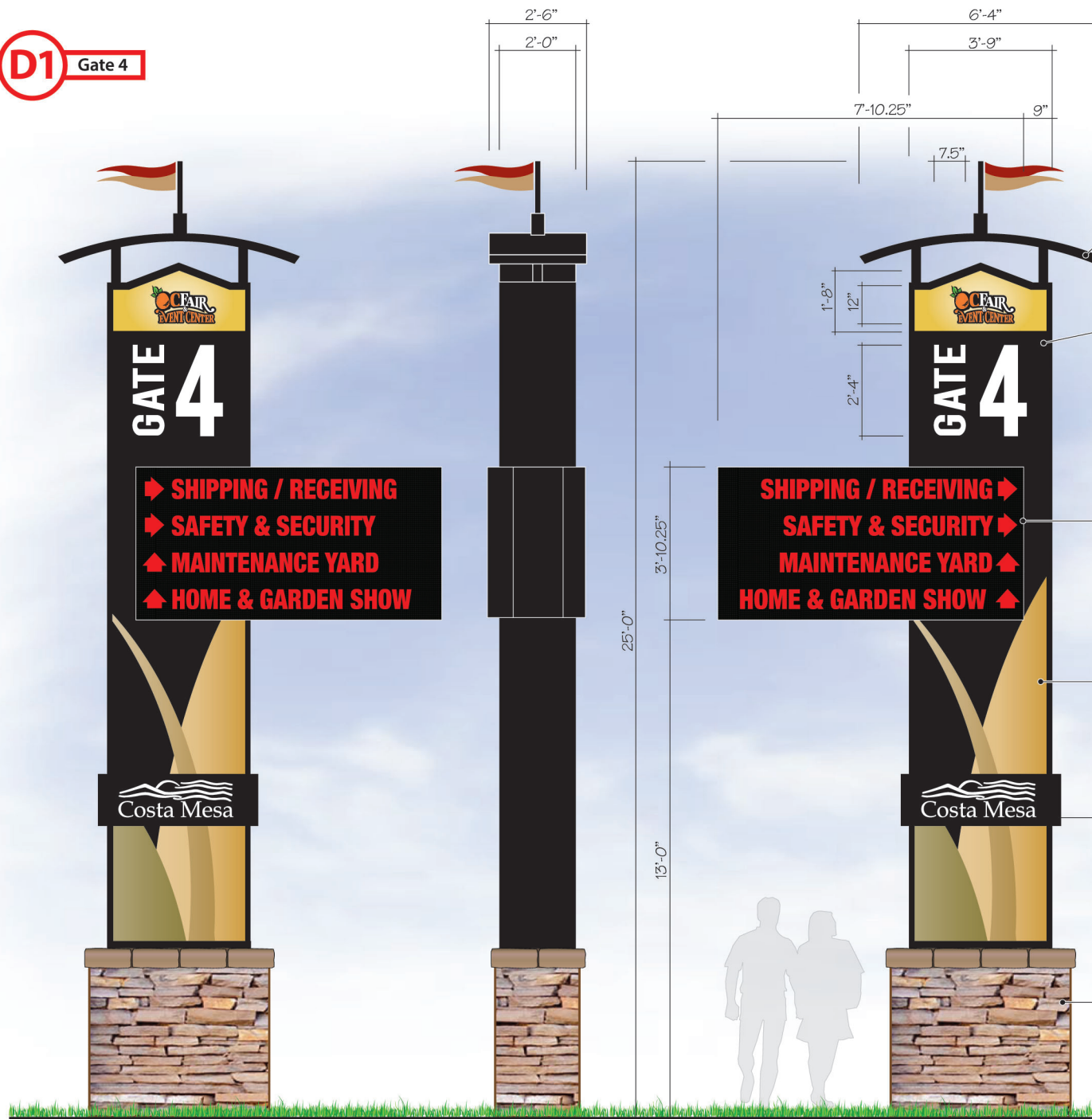
### **BACKGROUND**

The purpose of this agenda item is to update the Board on the wayfinding signage project and to clarify confusion regarding the public meeting process with the City of Costa Mesa. Although this project was mentioned in previous Board of Directors meetings, particularly the perimeter signage, staff takes FULL accountability, apologizes for not being clear enough that part of the process would entail a public meeting with the City of Costa Mesa Planning Commission. Staff is committed to ensuring that future communication with the Committee and full Board about this project is robust.

Staff began discussions on this project in early 2019 by engaging with the City of Costa Mesa as a result of losing wayfinding signage along Arlington Ave. during the upgrade project. Although there was not collaboration with the City of Costa Mesa on past digital signs at OC Fair & Event Center (OCFEC), staff felt it was important to do so moving forward and an application for the project was filed with the City.

Staff was informed in mid-September that a tentative City of Costa Mesa Planning Commission hearing scheduled for October 14, 2019 included an agenda item for the signage project. Staff attended that hearing where the City staff made a full presentation to the Commission and OCFEC staff answered questions and contributed information. The meeting was very positive and productive, and staff received valuable feedback from the Commission and members of the public who attended. Information gathered during the meeting is being summarized and next steps are being developed with City staff.

One of the initial concept drawings is attached to this report, however changes are anticipated and staff will provide regular updates to the Committee and Board. As signage concepts are developed, there will be additional Planning Commission hearings. Once concepts are approved, detailed construction drawings will be developed and California Construction Authority (CCA) will be involved in the project for the full bid process to determine if the project could be accomplished prior to the 2020 OC Fair. There is a current budget of \$200,000 for wayfinding signs. Additionally, this project will be considered as the current branding project develops so that signage can adapt to any future branding requirements.



BACK SIDE

PROPOSED NEW D/F GATE SIGN

Scale: 1/4"=1'-0"

**ALUMINUM ROOF W/ FABRICATED FAUX FLAGS**

ALUMINUM FABRICATED ROOF, SUPPORTS POLE TO BE BLACK ENAMEL FINISH, FAUX FLAGS TO BE TWO COLOR (TO MATCH PROJECT COLORS, ALWAYS SHOULD FACE NORTH)

**ALUMINUM CABINET**

.090 ALUMINUM CABINET PAINTED SATIN BLACK.  
OC FAIR PANEL: #7328 WHITE PLEX BACKGROUND OVERLAID WITH DIGITALLY PRINTED TRANS. VINYL GRAPHICS.  
GATE NUMBERS: .090 ALUMINUM BACKGROUND W/ROUTED OUT NUMBERS/LETTERING BACKED WITH #7328 WHITE PLEX. INTERIOR ILLUMINATED W/ LOW VOLTAGE WHITE LED SYSTEM.  
*13.25 SQ, Ft per face = 26.50 SQ, Ft for both sides*

**D/F ELECTRONIC MESSAGE BOARD**

- 12MM LEDS PIXEL PITCH, 100 X 200 MATRIX  
FULL COLOR RGB 281 TRILLION LEVELS-M  
MANUFACTURER: OPTEC DISPLAY, INC.  
*32 SQ, Ft per face = 64 SQ, Ft for both sides*

**ALUMINUM CABINET**

.090 ALUMINUM CABINET PAINTED SATIN BLACK. WITH DIGITALLY PRINTED TRANS. VINYL GRAPHICS. NON-ILLUMINATED.

**ALUMINUM CABINET**

.090 ALUMINUM CABINET PAINTED SATIN BLACK.  
COSTA MESA CITY LOGO: .090 ALUMINUM BACKGROUND PAINTED SATIN BLACK W/ROUTED LETTERING/LOGO BACKED WITH #7328 WHITE PLEX.  
INTERIOR ILLUMINATED W/ LOW VOLTAGE WHITE LED SYSTEM.  
*3.75 SQ, Ft per face = 7.5 SQ, Ft for both sides*

**STONE VENEER**

TO MATCH EXISTING VENEER AND TOP CAP ON EXISTING PROJECT SIGNS.

**ALUMINUM CABINET**

.090 ALUMINUM CABINET PAINTED SATIN BLACK. WITH DIGITALLY PRINTED VINYL GRAPHICS. LETTERING BACKED WITH #7328 WHITE PLEX. INTERIOR ILLUMINATED W/ LOW VOLTAGE WHITE LED SYSTEM.

**PROJECT NAME:**

OC Fair & Event Center  
Gate Signs

**LOCATION:**

88 Fair Drive  
Costa Mesa, CA

**DATE:**

15Jan19

**DESIGN NUMBER:**

**SCALE:**

**REVISIONS:**

△	
△	
△	
△	
△	

**CUSTOMER APPROVAL**

**DATE**

**LANDLORD APPROVAL**

**DATE**

CONCEPTUAL DRAWING ONLY:  
All dimensions are approximate & may change due to construction factors or exact field conditions. Colors shown are as close to printing will allow, always follow written specifications.

SHT: **1.0**



## **Board of Directors Agenda Report**

MEETING DATE: OCTOBER 24, 2019 ITEM NUMBER: 9E

**SUBJECT:** Consideration of and Vote on OC Fair Board of Directors' Letter in Response to the California Department of Food and Agriculture Independent Auditor's Report and Financial Statements for the Year Ended December 31, 2017

**DATE:** October 18, 2019

**FROM:** Audit Ad Hoc Committee: Director Natalie Rubalcava-Garcia, Committee Chair and Director Andreas Meyer

**PRESENTATION BY:** Audit Ad Hoc Committee: Director Natalie Rubalcava-Garcia, Committee Chair and Director Andreas Meyer

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### **RECOMMENDATION**

At the Board of Directors' discretion.

### **BACKGROUND**

Concluding the District's 2017 annual financial audit by the California Department of Food & Agriculture (CDFA), a management report was issued outlining audit findings and recommendations.

As outlined in the CDFA Management Report #18-003 Executive Summary, the fair must respond in writing on how recommendations will be implemented.

See attached draft letter regarding the Board's response to the audit findings.



October 24, 2019

California Department of Food & Agriculture  
Audit Office  
Attn: Ron Shackelford, Chief  
1220 N Street  
Sacramento, California 95814

RE: Audited Financial Statements for the Years Ended December 31, 2017  
and Management Report #18-003

Dear Mr. Shackelford,

I write to you on behalf of the Board of Directors (the "Board") of the 32<sup>nd</sup> District Agricultural Association (the "District") to acknowledge receipt by the Board of the Independent Auditor's Report of the District's financial position for the years ending December 31, 2017 (the "Audited Financial Statements"), prepared by the California Department of Food & Agriculture ("CDFA") Audit Office, as well as the results of your compliance review set forth in Management Report #18-003 (the "Management Report").

Following the Board's review of the Audited Financial Statements and the Management Report, Robert Ruiz, Chair of the Board, appointed Director Andreas Meyer and myself to serve as the District's Audit Committee. In our capacity as such, Director Meyer and I have been asked to communicate to your office the following information in response to the findings set forth in the Management Report.

**1. PAYMENTS FOR OUTSIDE LEGAL COUNSEL**

With respect to securing outside legal counsel, at its meeting of May 23, 2019, the Board adopted a policy prohibiting the District from engaging outside legal counsel unless these professional services are approved by the Attorney General's office in writing and the District's Board of Directors.

**2. FOOD & BEVERAGE EXPENDITURES**

In response to the finding in the Management Report—that the District should adhere to State rules regarding the purchasing of food and beverages. Improper purchases may be deemed a gift of public funds which are prohibited. For any future mandatory staff training functions where it is deemed necessary that training include all shifts and the time

associated with conducting this training is during a meal period, staff will ensure that a copy of the training materials and an employee sign in sheet for all staff participating along with a cover memo will be attached to the event's billing invoice.

In addition, regarding food expenditures for public relations, the District will ensure staff provides adequate details and documentation for this expenditure. Staff has created an expense capturing all the required information that will be included in the submission of any food and beverage public relations expenditure. The Board of Directors has referred this issue to the Governance Committee so this policy can be included in future policy updates.

### 3. INTERNAL CONTROL WEAKNESSES IN CONTRACTING POLICIES AND PROCEDURES

In response to the finding in the Management Report—that the District did not establish written policies and procedures regarding its contracting process as required by section 4051 of the Food and Agriculture Code: On May 24, 2018, the Board adopted an amendment to the District's Asset Protection policy requiring the District to procure any goods or services complying with any and all applicable portions of the California Public Contracts Code, the State Contracting Manual, the Department of General Services' State Administrative Manual and guidelines for procurement. This finding was a matter of "timing" as it was a reportable item from the 2016 audit and action to correct was taken at the May 2018 Board meeting.

Director Meyer and I have been charged by Chair Ruiz on an ongoing basis with oversight of the District's participation in and response to your office's annual audits and compliance reviews. Accordingly, I ask that the CDFA Audit Office please copy Director Meyer and myself on all written correspondence to the District (via email to [nrubalcava-garcia@ocfairboard.com](mailto:nrubalcava-garcia@ocfairboard.com) and [ameyer@ocfairboard.com](mailto:ameyer@ocfairboard.com)). One or both of us also plan to participate in significant meetings related to the audit process, including entry, exit, and/or other meetings as necessary. Jason Jones from your office has already been quite kind in accommodating our requests, which enable us to fulfill the Board's oversight responsibility.

On behalf of the Board, please accept my thanks for your office's excellent work.

Sincerely,

Natalie Rubalcava-Garcia

Chair, Audit Committee  
Board of Directors  
32<sup>nd</sup> District Agricultural Association

cc: John Quiroz, Branch Chief, Fairs and Expositions Branch, CDFA  
Josh Caplan, Deputy Attorney General, California Department of Justice





## **Board of Directors Agenda Report**

MEETING DATE: OCTOBER 24, 2019 ITEM NUMBER: 9F

**SUBJECT:** Consideration of and Vote on Board Policy Regarding Public Comment During 32nd DAA Board Meetings, Including Whether a Member of the Public Can Cede Speaking Time to Another Member of the Public

**DATE:** October 18, 2019

**FROM:** Director Bagneris

**PRESENTATION BY:** Director Bagneris

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### **RECOMMENDATION**

At the Board of Directors' discretion.

### **BACKGROUND**

At the September 26, 2019 Board of Directors meeting, a member of the public read a statement provided to her by another member of the public not present at the meeting; the member of the public did not exceed the three minute limit.

Director Bagneris asked to agendize a discussion on public comment during OCFEC Board meetings, including whether to allow one member of the public to cede his or her time to another member of the public.





## **Board of Directors Agenda Report**

**MEETING DATE:** OCTOBER 24, 2019 **ITEM NUMBER:** 9G

**SUBJECT:** Consideration of and Vote to Adopt California Department of Food and Agriculture Form F-31 Fairtime and Interim Event Rental Agreement Template for 2-3 Day Events

**DATE:** October 18, 2019

**FROM:** Kathy Kramer, CEO

**PRESENTATION BY:** Michele Richards, VP Business Development

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### **RECOMMENDATION**

At the Board of Directors' discretion.

### **BACKGROUND**

A letter dated August 30, 2019 was received from the California Department of Food & Agriculture (CDFA) announcing revisions to the standard F-31 template used for fairtime and year-round event rental agreements. The CDFA letter also recommended that District Agricultural Associations adopt the changes in the revised template.

The template has been updated to a larger font to meet Americans with Disabilities Act (ADA) accessibility standards and includes the following additions and revisions:

- The following is being added to the terms language: "Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession."
- The following is being added to the current deposit language: "The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days."

- The following is being added to the rules and regulations language: “Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.”
- The following revision is being made to the indemnification language: “Renter shall defend, 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker’s compensation law and Renter him/herself 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.”
- The following item is being added to the rules and regulations language: “All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written pre-approval of the Association and if the removal of the fixture may be affected without injury to the Premises.”
- The following item is being amended in the rules and regulations language: “Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.”
- The following item is already in the rules and regulations language, but OCFEC current language is more detailed: “Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter’s own expense, no later than a date specified by Association. It is understood in the event of Renter’s failure to vacate said Premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent or Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter’s risk and expense, and Renter shall reimburse Association for expenses thus incurred.”
- The following item is being added to the rules and regulations language: “The Association shall have the privilege of inspecting the Premises covered by this agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24 hour written notice to Renter.”

Staff is presenting the revised form for consideration by the Board of Directors and, if approved, will incorporate these changes into OCFEC current forms.

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**From:** Francesconi, Mike@CDFA <mike.francesconi@cdfa.ca.gov>  
**Sent:** Tuesday, September 03, 2019 9:30 AM  
**To:** Anater, Kenneth@CDFA; Ferrero, Gregory@CDFA; Francesconi, Mike@CDFA; Quiroz, John@CDFA; Kume, Joji@CDFA; Mitchell, Kalia@CDFA; Pelle, Sarah@CDFA; Goss, Sofia@CDFA; Fick, Sue@CDFA  
**Subject:** Revised Fairtime and Interim Event Rental Agreement  
**Attachments:** D2019-03 Rental Agreement Revised F-31 Final\_ADA.pdf; Fillable Form F-31 DAA Fairtime and Interim Event Rental Agreement Template\_ADA.pdf; Exhibit C\_ADA.pdf; Exhibit D\_ADA.pdf

Good Afternoon Fair Managers,

Please find the attached, Circular letter D2019-03, in regards to the revised F-31 "Fairtime and Interim Event Rental Agreement" The revised F-31 template and exhibits are legally sufficient for 2-3 day events.

Please ensure that this information is shared with the fair board at the next regularly scheduled board meeting listed as an item of correspondence.

For future reference, you may view and download the F&E Circular Letters at [https://www.cdfa.ca.gov/Fairs\\_ & Expositions/](https://www.cdfa.ca.gov/Fairs_&_Expositions/) which are located under the "Correspondence" tab.

Sincerely,

Mike

Mike Francesconi  
*Agriculture Program Supervisor II*  
CDFA Fairs and Expositions  
Ph (916) 900-5365  
[mike.francesconi@cdfa.ca.gov](mailto:mike.francesconi@cdfa.ca.gov)





CALIFORNIA DEPARTMENT OF  
FOOD & AGRICULTURE

Karen Ross, Secretary

August 30, 2019

D2019-03

TO: All District Agricultural Association CEOs

SUBJECT: Fairtime and Interim Event Rental Agreement

The Fairs and Expositions Branch (F&E) is pleased to announce that the F-31 "Fairtime and Interim Event Rental Agreement" (F-31 template) has been revised. The F-31 template has been updated to a larger font to meet Americans with Disabilities Act (ADA) accessibility standards and includes additions and revisions to items 2, 4, 6, 8, 12, 19, 21 and 26.

Per [Assembly Bill 2490](#), District Agricultural Associations (DAAs) may contract in accordance with Board developed and approved written policies; it is recommended that DAAs adopt the F-31 template as a fair-time or short-term interim event rental template, excluding carnival agreements. The revised F-31 template is legally sufficient for 2-3 day events.

The California Fair Services Authority (CFSA) announced in their August 2019 newsletter that Insurance Requirements have been revised and that all General Liability pool members are required to attach to all rental and services contracts. The revised insurance language should be included as Exhibit B with the enclosed F-31 agreement. Enclosed is Exhibit C, Event and Event Rental Contract Terms and Conditions, and Exhibit D, Fairtime/Commercial Exhibitors and Concessionaires Contract Terms and Conditions, to be included with the F-31 agreement template as needed.

If you have any questions, please contact Kalia Mitchell at (916) 900-5274 or at [Kalia.Mitchell@cdfa.ca.gov](mailto:Kalia.Mitchell@cdfa.ca.gov).

Sincerely,

John Quiroz  
Branch Chief

Enclosure



**FAIRTIME AND INTERIM EVENT  
RENTAL AGREEMENT**

THIS RENTAL AGREEMENT ("Agreement") is by and between the \_\_\_\_\_ District Agricultural Association, ("Association"), commonly known as the \_\_\_\_\_ ("Fairgrounds"), and \_\_\_\_\_ ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the space(s) known as \_\_\_\_\_, as depicted in Exhibit A, located on the Fairgrounds at \_\_\_\_\_, California \_\_\_\_\_ ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.
2. The term of this Agreement begins on \_\_\_\_\_ and ends on \_\_\_\_\_. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
3. The purposes of occupancy shall be limited to \_\_\_\_\_ and shall be for no other purpose whatsoever.
4. Renter shall pay Association the amount of \$\_\_\_\_\_.00, which is due \_\_\_\_\_. Payments should be made by\_\_\_\_\_.

Upon execution of this Agreement, Renter shall pay the Association a deposit in the amount of \$\_\_\_\_\_.00. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days. [Insert any specific cancellation policy regarding the return of the deposit.]

5. Renter shall pay the following services and fees: \_\_\_\_\_
6. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
7. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

8. Renter shall defend, 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself 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.
9. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
10. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
11. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the Association within Premises for such purpose and will keep the area within and surrounding Premises free from all rubbish and debris.
12. All temporary tents or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
13. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
14. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the right and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the carnival and the carnival area.
15. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
16. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly

arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.

17. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other concessionaires or exhibitors. The decision of Association as to the desirability of any such sound-producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
18. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter shall not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
19. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
20. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
21. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or earlier termination of this Agreement.
22. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
23. All safety orders of the Division of Industrial Safety, Department of Industrial relations must be strictly observed.
24. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.

25. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.
26. The Association shall have the privilege of inspecting the Premises covered by this agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.
27. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that Renter may be subject to the payment of property taxes levied on such interest.
28. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
29. Time is of the essence of each and all the provisions of this agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
30. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
31. 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 understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the Parties.
32. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
33. Renter shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement and incorporated by these references:

Map of Fairgrounds Depicting Premises  
California Fair Services Authority Insurance Requirements

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Exhibit A

Exhibit B

Exhibit \_\_\_\_\_

Exhibit \_\_\_\_\_

Exhibit \_\_\_\_\_



AGREEMENT NO. \_\_\_\_\_

DATE \_\_\_\_\_

Page 5 of 5

34. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

INDIVIDUAL NAME

BUSINESS NAME

Address

City, State Zip

Phone

Email

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_ DISTRICT AGRICULTURAL ASSOCIATION  
\_\_\_\_\_ FAIRGROUNDS

Address

City, CA Zip

Phone

Email

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT C**  
**EVENT & EVENT RENTAL CONTRACT TERMS AND CONDITIONS**  
**(FOR EVENTS THAT REQUIRE SECURITY ONLY)**

1. Renter shall provide licensed and bonded security during the event at a ratio of one guard per \_\_\_\_\_ attendees.

**EXHIBIT D**  
**FAIRTIME/ COMMERCIAL EXHIBITORS & CONCESSIONAIRES**  
**CONTRACT TERMS AND CONDITIONS**

1. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
2. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to the event.
3. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
4. Association will furnish necessary janitor service for all aisles, streets, road, and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
5. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium and that Renter shall not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration, and sale shall be subject to the approval of the Association and the local law enforcement officials.



## **Board of Directors Agenda Report**

MEETING DATE: OCTOBER 24, 2019 ITEM NUMBER: 9H

**SUBJECT:** Consideration of and Vote on the Appointment of the Board Chair to serve on behalf of the 32<sup>nd</sup> District Agricultural Association as an Elector for the California Fair Services Authority (CFSA) Board of Directors Elections

**DATE:** October 18, 2019

**FROM:** Kathy Kramer, CEO

**PRESENTATION BY:** Kathy Kramer, CEO

---

### **RECOMMENDATION**

OC Fair & Event Center Board of Directors adopt the following resolution:

Be it resolved that the OCFEC Board Chair is hereby appointed to serve on behalf of the OC Fair & Event Center (32<sup>nd</sup> District Agricultural Association) as an elector for California Fair Services Authority (CFSA) Board of Directors elections.

### **BACKGROUND**

According to Policy 4.2.7, the CEO or the CEO's designee is the Association's representative to the following organizations: Western Fairs Association, California Fair Services Authority, and the California Construction Authority.

CFSA holds elections to their Board of Directors biannually. The OCFEC Board Chair would serve as an elector, choosing a candidate from the list of candidates provided by CFSA or write in a candidate from the CFSA list of eligible electors representing class 3-7 fairs.



## **Board of Directors Agenda Report**

MEETING DATE: OCTOBER 24, 2019 ITEM NUMBER: 91

**SUBJECT:** The 32<sup>nd</sup> District Agricultural Association Board of Directors delegates authority to execute all forms of agreements, contracts, and purchase orders without further authorization from the Board of Directors (Policy 2.3.5). All such agreements, contracts and purchase orders are to be submitted to the Board of Directors for review at subsequent meetings. This delegation is subject to board review at each annual meeting

**DATE:** October 18, 2019

**FROM:** Kathy Kramer, CEO

**PRESENTATION BY:** Kathy Kramer, CEO

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### **RECOMMENDATION**

Approve the following delegation of authority: The 32<sup>nd</sup> District Agricultural Association Board of Directors delegates contractual authority to the CEO, Kathy Kramer, up to \$50,000 for general contracts and \$300,000 for talent guarantees. Michele Richards, Vice President Business Development; and Ken Karns, Vice President Operations may sign contractual instruments as delegated by the CEO within the limits of the aforementioned contractual authority. Additionally, the Board authorizes an exemption for staff to issue payment for billings in excess of \$50,000 via the "Over \$50,000 Expenditure Budget Schedule" which is submitted with each annual budget or an approved contract, LOU or rental agreement or is payment for utilities, Cal Card expenditures, insurance, payroll or State mandated employee services.

### **BACKGROUND**

The 32<sup>nd</sup> District Agricultural Association Board of Directors delegates authority to the CEO to execute all forms of agreements without further authorization from the Board of Directors (Policy Reference 2.3.5):

*The CEO may not Execute a check or purchase commitment of greater than \$50,000, unless such commitment has been authorized by the Board via the "Over \$50,000 Expenditure Budget Schedule" which is submitted with each annual budget or an approved contract, LOU or rental agreement or is payment for utilities, Cal Card expenditures, insurance, payroll or State mandated employee services. For expenses related to emergencies or construction change orders that exceed the \$50,000 limit, approval for such expenses requires dual approval of the CEO and Chair of the Board. In the absence of the Chair, the Vice Chair can approve such an expense. Any expense approved by the CEO and the Chair, or in the Chair's absence the Vice Chair, shall be reported to the full Board at the next Board meeting. An exception exists for talent guarantees which are no greater than \$300,000. Splitting orders to avoid this limit is not acceptable.*

All such agreements are to be submitted to the Board of Directors for review at subsequent meetings.

The Association is obligated to comply with any and all applicable portions of the California Public Contracts Code, the State Contracting Manual, the Department of General Services' State Administrative Manual and guidelines for procurement (Policy Reference 2.4.5).

This delegation is further defined by Policy 2.4.5:

*The CEO will not procure any goods or services without complying with any and all applicable portions of the California Public Contracts Code, the State Contracting Manual, the Department of General Services' State Administrative Manual and guidelines for procurement.*

and Policy 2.6.4:

*The CEO will not create obligations to consultants and contract workers for more than \$50,000 and/or for longer than one year in duration.*

This delegation is subject to board review at each annual meeting.



## **Board of Directors Agenda Report**

MEETING DATE: OCTOBER 24, 2019 ITEM NUMBER: 9J

**SUBJECT:** Consideration of and Vote on the Board of Directors  
Nominating Task Force Recommendation and Election  
of Board Officers

**DATE:** October 18, 2019

**FROM:** Robert Ruiz, Board Chair

**PRESENTATION BY:** Director Aitken and Director La Belle

---

### **RECOMMENDATION**

Review and approve the Nominating Task Force recommendations for Chair and Vice Chair of the Board of Directors for 2019 – 2020.

### **BACKGROUND**

In September, a two person task force of the Board was appointed by the Board Chair to make a recommendation for Officers of the Board for the upcoming year.

The new Board Chair and Vice Chair will assume leadership after the October 24, 2019 Board meeting.