

**OC FAIR & EVENT CENTER
RENTAL AGREEMENTS FOR BOARD APPROVAL
SEPTEMBER 2020**

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-023-20 (Amend. #2)	Orange County Healthcare Agency	Count of Orange - Covid Testing Site <i>Amendment: to bioterrorism, detailing usage of the site for covid testing, adding equipment usage.</i>	Other (OTH)	Parking Lot E, Parking Lot F	08/19/20-10/24/20	\$6,164.00
R-105-20	Roy Englebrecht Promotions	Fight Club - LUCHA LIBRE	Competition/Tournament (COM)	Anaheim Building (#16), Parking Lot I	09/23/20-09/24/20	\$11,129.25
R-105-20 (Amend. #1)	Roy Englebrecht Promotions	Fight Club - LUCHA LIBRE <i>Amendment: Removing hours, equipment and fence panels</i>	Competition/Tournament (COM)	Parking Lot I	09/23/20-09/24/20	\$10,145.25
R-106-20 (Amend.#1)	Hoag Hospital Foundation	Hoag Summer Fest <i>Amendment: signee changed</i>	Ride & Drive (RND)	Parking Lot I	09/28/20-10/01/20	\$22,670.75
R-109-20	RK Diversified Entertainment, INC	AutoSonic Concerts	Other (OTH)	Parking Lot I	09/24/20-09/28/20	\$26,162.00
R-109-20 (Amend. #1)	RK Diversified Entertainment, INC	AutoSonic Concerts <i>Amendment: to include added wednesday load in, Thursday move in changed to dark day. Added security and EMS</i>	Other (OTH)	Parking Lot I	09/24/20-09/28/20	\$27,302.00
R-110-20	Flying Miz Daisy	Flying Miz Daisy Outdoor Market	Consumer Show (CON)	Parking Lot D	09/26/20	\$4,829.50
R-111-20	County of Orange	Orange County Supervisor Michelle Steel/Saddleback Church Food Drive	Fundraiser (FUNR)	Parking Lot B, Parking Lot C	10/06/20-10/07/20	\$6,888.00
R-112-20	SubieEvents, LLC	SubieFest Charity Drive-Thru	Research & Development (RD)	Parking Lot C, Parking Lot D	10/03/20-10/04/20	\$10,969.00



R_____

A_____

**AMENDMENT TO COUNTY OF ORANGE – COVID TESTING SITE
(AUGUST 26 - OCTOBER 23, 2020)**

DATE: September 17, 2020

RENTAL AGREEMENT: R-023-20

AMENDMENT #2

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

ADDITION TO EXHIBIT A: ESTIMATED EQUIPMENT FEES

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 MB Internet Line	08/26/2020 – 10/23/2020 Estimate 1	1.00 EA	3,600.00 EVT	3,600.00
Forklift (<i>K-Rails & Bollards</i>)	08/26/2020 – 10/23/2020 Estimate 11 Hours	11.00 HR	75.00 HR	825.00
Picnic Table	08/26/2020 – 10/23/2020 Estimate 6	6.00 EA	15.00 EA	90.00
Stanchion	08/26/2020 – 10/23/2020 Estimate 4	4.00 EA	5.00 EA	20.00
Umbrella w/ Stand	08/26/2020 – 10/23/2020 Estimate 6	6.00 EA	5.00 EA	30.00
Wireless Internet Router	08/26/2020 – 10/23/2020 Estimate 1	1.00 EA	75.00 EVT	75.00
Yellow Bollard	08/26/2020 – 10/23/2020 Estimate 4	4.00 EA	15.00 EA	60.00
Total:				\$4,700.00

ADDITION TO EXHIBIT A: REIMBURSABLE PERSONNEL FEES

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
<u>Set Up</u>				
Grounds Attendant	08/25/2020 Estimate 8 Hours	8.00 HR	24.00 HR	192.00
Electrician	08/25/2020 Estimate 8 Hours	8.00 HR	60.00 HR	480.00
Plumber	08/25/2020 Estimate 4 Hours	4.00 HR	60.00 HR	240.00
<u>Clean Up</u>				
Grounds Attendant	10/24/2020 Estimate 8 Hours	8.00 HR	24.00 HR	192.00
Electrician	10/24/2020 Estimate 4 Hours	4.00 HR	60.00 HR	240.00
Plumber	10/24/2020 Estimate 2 Hours	2.00 HR	60.00 HR	120.00
Total:				\$1,464.00

Summary

Original Rental Agreement Facility Fee Total	\$0.00
Revised Amendment Facility Fee Total	\$0.00
Rental Agreement Estimated Equipment, Reimbursable Personnel and Services Total	\$0.00
Revised Rental Agreement Estimated Equipment, Reimbursable Personnel and Services Total	\$6,164.00
Revised Grand Total:	\$6,164.00



Payment Schedule

Payment Schedule

First Payment

Due Date
Upon Signing

Amount
\$6,164.00

Payment Total: \$6,164.00*

**Payment of \$6,164.00 is to be submitted upon signing of this Amendment for the COVID Testing taking place August 26 – October 23, 2020 in Parking Lot E and Parking Lot F.*

Please Remit Payment in *Check or Credit Card*

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

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

Orange County Health Care Agency
405 West 5th Street
Santa Ana, CA 92701

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

By _____ Date: _____
Title: Thomas A. Miller, Chief Real Estate Officer

By _____ Date: _____
Title: Joan Hamill, Chief Business Development Officer

FORM F-31

AGREEMENT NO. **R-105-20**

REVIEWED _____

DATE **August 28, 2020**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Roy Englebrecht Promotions** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

September 23 - September 24, 2020

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

See Exhibit A

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

Fight Club - LUCHA LIBRE

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

\$ 11,129.25

6. 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.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.
8. 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 government. 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.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe

("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
13. It is mutually understood and agreed that this contract 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.
14. 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.
15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
16. 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.
17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
18. 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.

Roy Englebrecht Promotions
P.O Box 10205
Newport Beach, CA 92658

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

By _____ Date: _____

By _____ Date: _____

Title: Roy Englebrecht, Promoter

Title: Joan Hamill, Chief Business Development Officer

EXHIBIT A

Event Information Reimbursable Personnel Fees

Description	Date-Time	Units		Rate		Actual
Event Operations						
Set Up						
Grounds Attendant (Fencing)	Estimate 8 Hours	8.00	HR	24.00	HR	192.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	24.00	HR	96.00
Electrician	Estimate 4 Hours	4.00	HR	60.00	HR	240.00
Event Day						
Grounds Attendant Lead	09/24/2020 05:00PM - 09:30PM	1.00	EA	30.00	HR	135.00
Grounds Attendant	TBD	TBD	EA	24.00	HR	TBD
Janitorial Attendant	09/24/2020 05:00PM - 09:30PM	4.00	EA	24.00	HR	432.00
Electrician	09/24/2020 06:00PM - 09:00PM	1.00	EA	60.00	HR	180.00
Clean Up						
Grounds Attendant (Fencing)	Estimate 8 Hours	8.00	HR	24.00	HR	192.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	24.00	HR	96.00
Electrician	TBD	TBD	HR	60.00	HR	TBD
Event Sales & Services						
Event Coordinator	09/24/2020 05:00PM - 09:30PM	1.00	EA	48.50	HR	218.25
Safety & Security						
Security Attendant - Overnight	09/23/2020 08:00PM - 08:00AM	1.00	EA	24.00	HR	288.00
Security Attendant Lead	09/24/2020 05:30PM - 09:00PM	1.00	EA	30.00	HR	105.00
Security Attendant	09/24/2020 05:30PM - 09:00PM	8.00	EA	24.00	HR	672.00
Technology						
Technology Attendant	TBD	TBD	EA	48.50	HR	TBD
Outside Services						
Sound Engineer	Estimate Only	1.00	EA	750.00	DAY	750.00
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	500.00	EVT	500.00
Total:						4,490.75

Summary

Facility Rental Total	\$3,100.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$6,529.25
Refundable Deposit	\$1,500.00
Grand Total: \$11,129.25	

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment	Upon Signing	\$11,129.25
Total:		\$11,129.25

EXHIBIT A

Event Information

Please Remit Payment in *Check Only*

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

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

BOOKING PROTECTION

In an effort to ensure that no two (2) similar combative sports events take place in The Hangar in close proximity to regularly scheduled Fight Club OC shows throughout the entire 2020 Season, the OCFEC shall not book fight events with any other promoter within the two (2) week period prior and/or after scheduled Fight Club OC event dates.

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc. from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

EXHIBIT V

Renter will refer to Exhibit V for COVID-19 infection mitigation protocols and procedures.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed between the hours of 9:00 PM to 8:00 AM during move in and move out. Please refer to Exhibit E. All amplified music/sound must end by 10:00 PM on Friday and Saturday and by 9:00 PM on Sunday. Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc.) that create amplified sound. Should the Sound Monitor or OCFEC Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Roy Englebrecht Promotions must comply with request.



R_____

A_____

**AMENDMENT TO FIGHT CLUB - LUCHA LIBRE
(SEPTEMBER 2020)**

DATE: September 9, 2020

RENTAL AGREEMENT: R-105-20

AMENDMENT #1

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

SUBTRACTION TO EXHIBIT A: ESTIMATED EQUIPMENT FEES

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Forklift	Estimate 8 Hours	8.00 HR	75.00 HR	(600.00)
Total:				(600.00)

SUBTRACTION TO EXHIBIT A: REIMBURSABLE PERSONNEL FEES

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Set Up				
Grounds Attendant (Fencing)	Estimate 8 Hours	8.00 HR	24.00 HR	(192.00)
Clean Up				
Grounds Attendant (Fencing)	Estimate 8 Hours	8.00 HR	24.00 HR	(192.00)
Total:				(384.00)

Summary

Original Rental Agreement Facility Fee Total	\$3,100.00
Rental Agreement Estimated Equipment, Reimbursable Personnel and Services Total	\$6,529.25
Revised Rental Agreement Estimated Equipment, Reimbursable Personnel and Services Total	\$5,545.25
Refundable Deposit	\$1,500.00
Original Grand Total:	\$11,129.25
Revised Grand Total:	\$10,145.25

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$10,145.25

Payment Total: \$10,145.25



Please Remit Payment in *Check or Credit Card*

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

ALL PAYMENTS ARE NON-REFUNDABLE

Roy Englebrecht Promotions
P.O. Box 10205
Newport Beach, CA 92658

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

By _____ Date: _____
Title: Roy Englebrecht, Promoter

By _____ Date: _____
Title: Joan Hamill, Chief Business Development Officer

FORM F-31

AGREEMENT NO. **R-106-20 REVISED**

DATE **August 21, 2020**

REVIEWED _____

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Hoag Hospital Foundation** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

September 28, 2020 - October 1, 2020

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

See Exhibit A

3. 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.

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

Hoag Summer Fest

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

\$22,670.75

6. 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.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.

8. 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 government. 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.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe

("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
13. It is mutually understood and agreed that this contract 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.
14. 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.
15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
16. 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.
17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
18. 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.

Hoag Hospital Foundation
330 Placentia Avenue, Suite 100
Newport Beach, CA 92663

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

By _____ Date: _____
Title: **Flynn A. Andrizzi, President**
Hoag Hospital Foundation

By _____ Date: _____
Title: **Joan Hamill, Chief Business Development Officer**

EXHIBIT A

Event Information

Event Name:	Hoag Summer Fest	Contract No:	R-106-20 REVISED
Contact Person:	Valerie Rosenfeld	Phone:	(949) 764-7309
Event Date:	09/30/2020	Hours:	Wednesday: 6:00 PM - 9:30 PM
Vehicle Parking Fee:	No Charge (Private Event)	Projected Attendance:	1,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Monday			
Parking Lot I	09/28/2020 06:00 AM - 06:00 PM	Move In	1,000.00
Tuesday			
Parking Lot I	09/29/2020 06:00 AM - 06:00 PM	Move In	1,000.00
Wednesday			
Parking Lot I	09/30/2020 06:00 PM - 09:30 PM	Event	2,000.00
Thursday			
Parking Lot I	10/01/2020 07:00 AM - 11:59 AM	Move Out	No Charge
Total:			4,000.00

Hosting of this event in the above specified Parking Lot I space is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and to also ensure that all elements of the Show are operating within all parameters set forth by these organizations as well as in compliance with all applicable laws.

Move out must be completed by 11:59 PM Thursday - October 1, 2020 to avoid additional charges.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
10 MB Internet - Hard Line	09/30/2020	1.00 DAY	150.00 DAY	150.00
25 MB Internet - Hard Line	TBD	TBD DAY	250.00 DAY	TBD
50 MB Internet - Hard Line	09/30/2020	1.00 DAY	450.00 DAY	450.00
75 MB Internet - Hard Line	TBD	TBD DAY	650.00 DAY	TBD
100 MB Internet - Hard Line	TBD	TBD DAY	850.00 DAY	TBD
20 Amp Drop	Estimate 6	6.00 EA	25.00 EA	150.00
30 Amp Drop	Estimate 6	6.00 EA	50.00 EA	300.00
50 Amp Drop	Estimate 8	8.00 EA	70.00 EA	560.00
100 Amp Drop	Estimate 2	2.00 EA	180.00 EA	360.00
Barricade	Estimate 250	250.00 EA	15.00 EA	3,750.00
Dumpster	Estimate 6	6.00 EA	19.00 EA	114.00
Electrical Splitter Box	Estimate 8	8.00 EA	55.00 EA	440.00
Electrical Usage	Estimate Only	1.00 EVT	1,000.00 EVT	1,000.00
Forklift	Estimate 17 Hours	17.00 HR	75.00 HR	1,275.00
Handwashing Station	Estimate 5	5.00 EA	100.00 EA	500.00
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00 EA	TBD
Portable Electronic Message Board	09/30/2020	2.00 DAY	75.00 DAY	150.00
Sweeper (In-House)	TBD	TBD EA	75.00 EA	TBD
Ticket Booth (Double Window)	TBD	TBD EA	100.00 EA	TBD
Trussing Unit	TBD	TBD EA	100.00 EA	TBD
Wireless Internet Router	Estimate 1	1.00 EA	75.00 EA	75.00
Total:				9,274.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Grounds Attendant	Estimate 8 Hours	8.00 HR	24.00 HR	192.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	24.00 HR	192.00
Electrician	Estimate 24 Hours	24.00 HR	60.00 HR	1,440.00

EXHIBIT A

Event Information

Event Day

Grounds Attendant	09/30/2020 04:00PM - 10:30PM	2.00	EA	24.00	HR	312.00
Janitorial Attendant	09/30/2020 04:00PM - 10:30PM	2.00	EA	24.00	HR	312.00
Electrician	09/30/2020 05:00PM - 10:00PM	1.00	EA	60.00	HR	300.00

Clean Up

Grounds Attendant	Estimate 8 Hours	8.00	HR	24.00	HR	192.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	24.00	HR	192.00
Electrician	Estimate 16 Hours	16.00	HR	60.00	HR	960.00

Event Sales & Services

Event Coordinator	09/30/2020 04:00PM - 10:30PM	1.00	EA	48.50	HR	315.25
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Safety & Security

Security Attendant - Overnight	09/28/2020 06:00PM - 06:00AM	1.00	EA	24.00	HR	288.00
Security Attendant - Overnight	09/29/2020 06:00PM - 05:00PM	1.00	EA	24.00	HR	552.00
Security Attendant Lead	09/30/2020 05:00PM - 10:00PM	1.00	EA	30.00	HR	150.00
Security Attendant	09/30/2020 05:00PM - 10:00PM	12.00	EA	24.00	HR	1,440.00
Security Attendant - Overnight	09/30/2020 10:00PM - 08:00AM	1.00	EA	24.00	HR	240.00

Technology

Technology Attendant	TBD	TBD	HR	48.50	HR	TBD
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Outside Services

Emergency Medical Services	09/30/2020 05:30PM - 10:00PM	2.00	EA	25.00	HR	225.00
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	200.00	EVT	200.00

Total: 7,896.75

Summary

Facility Rental Total	\$4,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$17,170.75
Refundable Deposit	\$1,500.00

Grand Total: \$22,670.75

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$1,000.00
Second Payment	09/02/2020	\$21,670.75

Total: \$22,670.75

Please Remit Payment in *Check or Credit Card Only*

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

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

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

EXHIBIT A

Event Information

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc. from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

FOOD & BEVERAGE FEE

Hoag Hospital Foundation agrees to pay \$5.00 per head to Spectra by no later than **Monday - September 21, 2020**. In return Spectra will allow Hoag Hospital Foundation to outsource concessions during the event.

FORM F-31

AGREEMENT NO. **R-109-20**

REVIEWED _____

DATE **August 13, 2020**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **RK Diversified Entertainment, INC** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

September 24, 2020 - September 28, 2020

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

See Exhibit A

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

AutoSonic Concerts

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

\$ 26,162.00

6. 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.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.
8. 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 government. 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.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe

("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
13. It is mutually understood and agreed that this contract 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.
14. 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.
15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
16. 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.
17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
18. 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.

RK Diversified Entertainment, INC
112 North Harvard Avenue PMD 244
Claremont, CA 91711

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

By _____ Date: _____
Title: **Ray Woodbury, President**

By _____ Date: _____
Title: **Michele A. Richards, Chief Executive Officer**

EXHIBIT A

Event Information

Event Name:	AutoSonic Concerts	Contract No:	R-109-20
Contact Person:	Ray Woodbury	Phone:	(909) 821-3157
Event Date:	09/25/2020 - 09/27/2020	Hours:	Friday/Saturday: 6:30 PM - 10:00 PM Gate: 5:00 PM Show Time: 6:30 PM & 9:00 PM Sunday: 6:00 PM - 9:30 PM Gate: 4:30 PM Show Time: 6:00 PM & 8:30 PM
Admission Price:	\$75.00 - \$150.00		
Vehicle Parking Fee:	No Charge	Projected Attendance:	1,000- 1,200 Vehicles/Weekend

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday			
Parking Lot I	09/24/2020 06:00 AM - 06:00 PM	Move In	No Charge
Parking Lot I	09/24/2020 06:30 PM - 11:00 PM	Move In	500.00
Friday			
Parking Lot I	09/25/2020 06:30 PM - 10:00 PM	Event	2,000.00
Saturday			
Parking Lot I	09/26/2020 06:30 PM - 10:00 PM	Event	2,000.00
Sunday			
Parking Lot I	09/27/2020 06:00 PM - 09:30 PM	Event	2,000.00
Monday			
Parking Lot I	09/28/2020 08:00 AM - 11:59 AM	Move Out	No Charge
Total:			6,500.00

Hosting of this event in the above specified Parking Lot I space is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and to also ensure that all elements of the Show are operating within all parameters set forth by these organizations as well as in compliance with all applicable laws.

Move out must be completed by 11:59 AM Monday - September 28, 2020 to avoid additional charges.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
10 MB Internet - Hard Line	TBD	TBD DAY	150.00 DAY	TBD
25 MB Internet - Hard Line	TBD	TBD DAY	250.00 DAY	TBD
50 MB Internet - Hard Line	TBD	TBD DAY	450.00 DAY	TBD
75 MB Internet - Hard Line	TBD	TBD DAY	260.00 DAY	TBD
100 MB Internet - Hard Line	TBD	TBD DAY	850.00 DAY	TBD
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
30 Amp Drop	TBD	TBD EA	50.00 EA	TBD
50 Amp Drop	Estimate 2	2.00 EA	70.00 EA	140.00
100 Amp Drop	Estimate 1	1.00 EA	180.00 EA	180.00
200 Amp Drop	Estimate 1	1.00 EA	360.00 EA	360.00
Barricade (Metal)	TBD	TBD EA	15.00 EA	TBD
Barricade (Plastic)	TBD	TBD EA	0.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 6	6.00 EA	19.00 EA	114.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage	Estimate Only	1.00 EVT	2,100.00 EVT	2,100.00
Forklift	TBD	TBD EA	75.00 EA	TBD
Handwashing Station	Estimate 1	1.00 EA	100.00 EA	Included

EXHIBIT A

Event Information					
Man Lift	TBD	TBD EA	75.00	EA	TBD
Marquee Board	08/31/2020 - 09/27/2020	1.00 EA	Included		Included
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00	EA	TBD
Portable Electronic Message Board	09/25/2020 - 09/27/2020	1.00 DAY	125.00	DAY	375.00
Stanchion	Estimate 12	12.00 EA	5.00	EA	Included
Sweeper (In-House)	TBD	TBD EA	75.00	EA	TBD
Ticket Booth (Double Window)	TBD	TBD EA	100.00	EA	TBD
Trussing Unit	TBD	TBD EA	100.00	EA	TBD
Wireless Internet Router	TBD	TBD EA	75.00	EA	TBD
Total:					3,269.00

Reimbursable Personnel Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 10 Hours	10.00	HR	24.00	HR	240.00
Janitorial Attendant	TBD	TBD	HR	24.00	HR	TBD
Electrician	Estimate 6 Hours	6.00	HR	60.00	HR	360.00
Event Day						
Grounds Attendant	TBD	TBD	EA	24.00	HR	TBD
Janitorial Attendant	09/25/2020 04:00PM - 11:00PM	6.00	EA	24.00	HR	1,008.00
Electrician	09/25/2020 06:00PM - 10:30PM	1.00	EA	60.00	HR	270.00
Grounds Attendant	Estimate 4 Hours	4.00	HR	24.00	HR	96.00
Janitorial Attendant	09/26/2020 04:00PM - 11:00PM	6.00	EA	24.00	HR	1,008.00
Electrician	09/26/2020 06:00PM - 10:30PM	1.00	EA	60.00	HR	270.00
Grounds Attendant	Estimate 4 Hours	4.00	HR	24.00	HR	96.00
Janitorial Attendant	09/27/2020 03:30PM - 10:30PM	6.00	EA	24.00	HR	1,008.00
Electrician	09/27/2020 05:30PM - 10:00PM	1.00	EA	60.00	HR	270.00
Clean Up						
Grounds Attendant	Estimate 10 Hours	10.00	HR	24.00	HR	240.00
Janitorial Attendant	TBD	TBD	HR	24.00	HR	TBD
Electrician	Estimate 4 Hours	4.00	HR	60.00	HR	240.00
<u>Event Sales & Services</u>						
Event Coordinator	09/25/2020 04:00PM - 11:00PM	1.00	EA	48.50	HR	339.50
Event Coordinator	09/26/2020 04:00PM - 11:00PM	1.00	EA	48.50	HR	339.50
Event Coordinator	09/27/2020 03:30PM - 10:30PM	1.00	EA	48.50	HR	339.50
<u>Safety & Security</u>						
Security Attendant Lead	09/25/2020 04:30PM - 10:30PM	1.00	EA	30.00	HR	180.00
Security Attendant	09/25/2020 04:30PM - 10:30PM	12.00	EA	24.00	HR	1,728.00
Security Attendant - Overnight	09/25/2020 10:00PM - 12:00PM	1.00	EA	24.00	HR	336.00
Security Attendant Lead	09/26/2020 04:30PM - 10:30PM	1.00	EA	30.00	HR	180.00
Security Attendant	09/26/2020 04:30PM - 10:30PM	12.00	EA	24.00	HR	1,728.00
Security Attendant - Overnight	09/26/2020 10:00PM - 12:00PM	1.00	EA	24.00	HR	336.00

EXHIBIT A

Event Information							
Security Attendant Lead	09/27/2020 04:00PM - 10:00PM	1.00	EA	30.00	HR	180.00	
Security Attendant	09/27/2020 04:00PM - 10:00PM	12.00	EA	24.00	HR	1,728.00	
Security Attendant - Overnight	09/27/2020 10:30PM - 08:00AM	1.00	EA	24.00	HR	228.00	
<u>Technology</u>							
Technology Attendant	TBD	TBD	EA	48.50	HR	TBD	
<u>Outside Services</u>							
Sound Engineer	09/25/2020 - 09/27/2020	1.00	EA	750.00	DAY	2,250.00	
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50	
						Total:	15,393.00

Summary

Facility Rental Total	\$6,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$18,662.00
Refundable Deposit	\$1,000.00
Grand Total:	
	\$26,162.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$13,081.00
Second Payment	09/10/2020	\$13,081.00
Total:		\$26,162.00

Please Remit Payment in *Check or Credit Card Only*

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

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

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

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc. from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

EVENT DURATION

OCFEC and RK Diversified Entertainment, INC mutually agree that the duration of concert series may be extended if event site remains available.

EXHIBIT V

See Exhibit V for OCFEC COVID-19 infection mitigation protocol and procedure guidelines.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

EXHIBIT A

Event Information

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed between the hours of 9:00 PM to 8:00 AM during move in and move out. Please refer to Exhibit E. All amplified music/sound must end by 10:00 PM on Friday and Saturday and by 9:00 PM on Sunday. Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc.) that create amplified sound. Should the Sound Monitor or OCFEC Event Coordinator request that the volume of music, sound or noise be lowered or turned off, RK Diversified Entertainment, INC must comply with request.

FORM F-31

AGREEMENT NO. **R-110-20 REVISED**

REVIEWED _____

DATE **September 4, 2020**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Flying Miz Daisy** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

September 26, 2020

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

See Exhibit A

3. 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.

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

Flying Miz Daisy Outdoor Market

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

\$ 6,829.50

6. 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.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.

8. 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 government. 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.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe

("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
13. It is mutually understood and agreed that this contract 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.
14. 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.
15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
16. 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.
17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
18. 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.

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

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

By: _____ Date: _____
Title: **Charlene Goetz, Promoter**

By: _____ Date: _____
Title: **Joan Hamill, Chief Business Development Officer**

EXHIBIT A

Event Information

Event Day

Grounds Attendant Lead	09/26/2020 07:00AM - 05:00PM	1.00	EA	30.00	HR	300.00
Grounds Attendant	09/26/2020 07:00AM - 05:00PM	1.00	EA	24.00	HR	240.00
Janitorial Attendant	09/26/2020 07:00AM - 05:00PM	2.00	EA	24.00	HR	480.00
Electrician	TBD	TBD	EA	60.00	HR	TBD

Clean Up

Grounds Attendant	Estimate 8 Hours	8.00	HR	24.00	HR	192.00
Electrician	TBD	TBD	HR	60.00	HR	TBD

Event Sales & Services

Event Coordinator	09/26/2020 07:00AM - 05:00PM	1.00	EA	48.50	HR	485.00
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Parking

Parking Attendant	Estimate 8 Hours	8.00	HR	24.00	HR	192.00
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Safety & Security

Security Attendant	09/26/2020 08:30AM - 04:30PM	2.00	EA	24.00	HR	384.00
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Technology

Technology Attendant	TBD	TBD	EA	100.00	EVT	TBD
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Outside Services

Emergency Medical Services	TBD	TBD	EA	25.00	HR	TBD*
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

*Emergency Medical Services may be required by OCFEC if attendance exceeds 1,000.

Total: 2,859.50

Summary

Facility Rental Total	\$2,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,329.50
Refundable Deposit	\$1,500.00

Grand Total: \$6,829.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - 25% of Facility Fee	Upon Signing	\$1,500.00
Second Payment	09/11/2020	\$5,329.50
	Total:	\$6,829.50

Please Remit Payment in *Check or Credit Card Only*

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

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

EXHIBIT A

Event Information

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc. from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

CANOPIES/TENTS

All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

FORM F-31

AGREEMENT NO. **R-111-20**

REVIEWED _____

DATE **September 10, 2020**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **County of Orange** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

October 6 - October 7, 2020

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

See Exhibit A

3. 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.

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

Orange County Supervisor Michelle Steel/Saddleback Church Food Drive

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

\$6,888.00

6. 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.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.

8. 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 government. 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.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe

("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. 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 damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/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.
12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
13. It is mutually understood and agreed that this contract 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.
14. 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.
15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
16. 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.
17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
18. 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.

County of Orange
601 North Ross Street
Santa Ana, CA 92701

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

By _____ Date: _____
Title: Dana Lin, Deputy Purchasing Agent

By _____ Date: _____
Title: Joan Hamill, Chief Business Development Officer

EXHIBIT A

Event Information

Please Remit Payment in *Check or Credit Card Only*

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

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

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

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc. from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

FORM F-31

AGREEMENT NO. **R-112-20**

REVIEWED _____

DATE **September 2, 2020**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **SubieEvents, LLC** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

October 3 - October 4, 2020

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

See Exhibit A

3. 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.

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

SubieFest Charity Drive-Thru

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

\$ 10,969.00

6. 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.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.

8. 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 government. 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.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe

("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
13. It is mutually understood and agreed that this contract 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.
14. 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.
15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
16. 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.
17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
18. 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.

**SubieEvents, LLC
2345 Walnut St.
Denver, CO 80205**

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

By: _____ Date: _____
Title: Robert Champion, Event Director

By: _____ Date: _____
Title: Joan Hamill, Chief Business Development Officer

EXHIBIT A

Event Information

Event Name:	SubieFest Charity Drive-Thru	Contract No:	R-112-20
Contact Person:	Robert Champion	Phone:	(802) 343-6266
Event Date:	10/04/2020	Hours:	Sunday: 8:00 AM - 6:00 PM
Admission Price:	\$5.00 Donation to Feeding America		
Vehicle Parking Fee:	No Charge	Projected Attendance:	500 - 2,000 Vehicles

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Parking Lot C	10/03/2020 09:00 AM - 05:00 PM	Move In	1,000.00
Parking Lot D	10/03/2020 09:00 AM - 05:00 PM	Move In	1,000.00
Sunday			
Parking Lot C	10/04/2020 08:00 AM - 06:00 PM	Event	2,000.00
Parking Lot D	10/04/2020 08:00 AM - 06:00 PM	Event	2,000.00
Total:			6,000.00

Hosting of this event in the above specified Parking Lot C & D spaces is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and to also ensure that all elements of the Show are operating within all parameters set forth by these organizations as well as in compliance with all applicable laws.

Move out must be completed by 11:59 PM Sunday - October 4, 2020 to avoid additional charges.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
25 MB Internet - Hard Line	TBD	TBD EA	250.00 DAY	TBD
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
4-Channel Audio Mixer	TBD	TBD EA	35.00 DAY	TBD
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 2	2.00 EA	19.00 EA	38.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage	Estimate Only	TBD EVT	350.00 EVT	TBD
Folding Table (Rectangular)	TBD	TBD EA	15.00 EA	TBD
Forklift	TBD	TBD HR	75.00 HR	TBD
Hang Tag - 1 Day	TBD	TBD EA	5.00 EA	TBD
Man Lift	TBD	TBD HR	75.00 HR	TBD
Marquee Board	09/04/2020 - 10/04/2020	1.00 EA	Included	Included
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00 EA	TBD
Podium	TBD	TBD EA	25.00 EA	TBD
Portable PA System (w/ Wired Mic, Stand and 2 Speakers)	TBD	TBD EA	150.00 EA	TBD
Portable Electronic Message Board	10/04/2020	2.00 EA	75.00 DAY	150.00
Stanchion	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Ticket Booth (Double Window)	TBD	TBD EA	100.00 EA	TBD
Wireless Internet Router	TBD	TBD EA	75.00 EA	TBD
Total:				338.00

EXHIBIT A

Event Information Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
<u>Set Up</u>				
Grounds Attendant	Estimate 4 Hours	4.00 HR	24.00 HR	96.00
<u>Event Day</u>				
Grounds Attendant	Estimate 8 Hours	8.00 HR	24.00 HR	192.00
<u>Clean Up</u>				
Grounds Attendant	Estimate 4 Hours	4.00 HR	24.00 HR	96.00
<u>Event Sales & Services</u>				
Event Coordinator	10/04/2020 06:00AM - 07:00PM	1.00 EA	48.50 HR	630.50
<u>Parking</u>				
Parking Attendant	TBD	TBD EA	24.00 HR	TBD
<u>Safety & Security</u>				
Security Attendant - Overnight	10/03/2020 05:00PM - 07:00AM	1.00 EA	24.00 HR	336.00
Security Attendant Lead	10/04/2020 07:30AM - 06:30PM	1.00 EA	30.00 HR	330.00
Security Attendant	10/04/2020 07:30AM - 06:30PM	4.00 EA	24.00 HR	1,056.00
<u>Technology</u>				
Technology Attendant (Audio Configuration Fee)	TBD	TBD EA	100.00 EVT	TBD
<u>Outside Services</u>				
Emergency Medical Services	TBD	TBD EA	25.00 HR	TBD
Costa Mesa Police Department	TBD	TBD EA	TBD HR	TBD
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50 HR	263.00 HR	394.50
Total:				3,131.00

Summary

Facility Rental Total	\$6,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,469.00
Refundable Deposit	\$1,500.00
Grand Total:	
	\$10,969.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - 15% of Facility Fee	Upon Signing	\$900.00
Second Payment	09/14/2020	\$10,069.00
Total:		\$10,969.00

Please Remit Payment in *Check or Credit Card Only*

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

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

EXHIBIT A

Event Information

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc. from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

CANOPIES / TENTS

All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

DRONES

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

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

EXHIBIT V

Renter will refer to Exhibit V for COVID-19 infection mitigation protocols and procedures.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

RIGGING

All rigging plans must be submitted to OCFEC for review and approval. Rigging approval is subject to facility engineering capacity.

STATE FIRE MARSHAL

Event Footprint capacity will be determined by State Fire Marshal. SubieEvents, LLC must comply with all California State Fire Codes. State Fire Marshal may require changes to event layout, SubieEvents, LLC must execute changes within the specified timeframe.

TEMPORARY STRUCTURES

Per State Fire Marshal, the company providing temporary structures such as stages, bleachers, cargo containers, etc. must provide a letter stating that temporary structures have been installed and set up per manufacturer's specifications.