

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

NEW

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-008-21	County of Orange Sheriff - Coroner Department	Mass Reception, Care and Shelter Site - As Required During Major Emergencies	Other (OTH)	See Exhibit A	01/01/21-12/31/21	See Exhibit A
R-009-21	County of Orange, County Executive Office/Real Estate	Health-Related Emergency	Other (OTH)	See Exhibit A	01/01/21-12/31/21	See Exhibit A
R-014-21	California Truck Driving Academy	California Truck Driving Academy - CDL Training	Training (TRA)	Parking Lot H	01/20/21-04/30/21	\$64,575 *
R-125-20	Backyard BBQ Village Inc	Backyard BBQ Camping	Camping (RAL)	Parking Lot A	12/06/20-01/12/21	1,999.00

* revised

AMENDMENTS

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-121-20 (Amend. #1)	Winter Fun Festivals LLC	Winter Fest OC Presents: Night of Lights <i>Amended to comply with Governor's curfew restrictions</i>	Festival (FST)	Parking Lot A/H	11/12/20-01/15/21	167,199.75

FORM F-31

AGREEMENT NO. **R-008-21**

REVIEWED _____

DATE **December 9, 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, Sheriff – Coroner Department** 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

January 1, 2021 - December 31, 2021

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:

Mass Reception, Care and Shelter Site - As Required During Major Emergencies

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

Fee Waived

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.

County of Orange
Sheriff – Coroner Department
550 North Flower Street
Santa Ana, CA 92702-0449

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

By _____ Date: _____
Title: Donald Barnes, Sheriff-Coroner

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

EXHIBIT A

Event Information

Event Name:	Mass Reception, Care and Shelter Site	Contract No:	R-008-21
Contact Person:	Donald Barnes	Phone:	(714) 628-7672
Event Dates:	01/01/2021 - 12/31/2021	Hours:	12:00AM - 11:59 PM Daily
		Projected Attendance:	500 - 10,000

Facility Usage

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Anaheim Building (#16)	TBD	Shelter Site	Fee Waived
Costa Mesa Building (#10)	TBD	Shelter Site	Fee Waived
Huntington Beach Building (#12)	TBD	Shelter Site	Fee Waived
Los Alamitos Building (#14)	TBD	Shelter Site	Fee Waived
Main Mall	TBD	Shelter Site	Fee Waived
OC Promenade (The Span)	TBD	Shelter Site	Fee Waived
Parking Lot A	TBD	Shelter Site	Fee Waived
Parking Lot C	TBD	Shelter Site	Fee Waived
Parking Lot E	TBD	Shelter Site	Fee Waived
Parking Lot I	TBD	Shelter Site	Fee Waived
Santa Ana Pavilion (Parade of Products)	TBD	Shelter Site	Fee Waived
The Hangar	TBD	Shelter Site	Fee Waived

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 **County of Orange, County Executive Office/Real Estate** 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

January 1, 2021 - December 31, 2021
With one (1) one (1) option year; 01/01/2022 - 12/31/2022

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:

Available buildings and/or grounds at the time of need

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:

Health-Related Emergency

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

Fee Waived

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
County Executive Office/Real Estate
601 North Ross Street, 2nd Floor
Santa Ana, CA 92701

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

By _____ Date: _____

By _____ Date: _____

Title: Thomas A. Miller, CEO/Chief Estate Officer
Per Board Approved ASR dated 4/1/2008
Pursuant to Minute Order dated 4/1/2008

Title: Michele A. Richards, Chief Executive Officer

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

32ND DISTRICT AGRICULTURAL
ASSOCIATION

By _____
Deputy

By _____
Michele A. Richards, Chief Executive Officer

Date _____

Date _____

RECOMMENDED FOR APPROVAL:
CEO/Real Estate Services

By _____
Thania Trujillo, Administrative Manger I

Date _____

RENTOR

COUNTY OF ORANGE

By _____
Thomas A. Miller, CEO/Chief Real Estate
Officer

Per Board Approved ASR dated 4/1/2008
Pursuant to Minute Order dated 4/1/2008

Date _____

Exhibit A

Locations: Available buildings and/or grounds at time of need at the OC Fair & Event Center, 88 Fair Drive, Costa Mesa, California 92626

Hours: TBD by the timing, nature and severity of the event

Estimated Attendance: TBD by nature and severity of the event

Purpose of Event: To temporarily administer pharmaceutical and other health-related assistance to the citizens of Orange County in the event of an emergency or hazard.

Rentor Agrees:

- J To contact the OC Fair & Event Center immediately upon determination of need for facilities.
- J That facilities at the time of an emergency, may be provided at the discretion of District (OCFEC) management if available.
- J To reimburse District (OCFEC) for any out of pocket expenses related to this event.
- J To leave all property at the OC Fair & Event Center in the same condition as it was found at the start of the event.
- J To provide a letter stating that this agency is self-insured.
- J That all contact with media regarding event will be made in consultation with the District's (OCFEC's) Communications Department
- J To notify District (OCFEC) management immediately if a major incident occurs during the event that threatens the safety or welfare of visitors, employees, property or equipment, including incidents that require assistance from an emergency agency such as fire, police paramedics and military. Once notified, and if deemed necessary, the OCFEC Communications Department will take the lead in handling all media inquiries regarding the incident.
- J That all food served will be coordinated through the OCFEC's on-site master concessionaire, Ovations Food Services, L.P. dba Spectra, unless provided by a non-profit agency such as the Red Cross or Salvation Army.
- J To provide staffing for setup and teardown of event.
- J To provide its own tables and chairs.
- J To provide its own audio visual and computer equipment.
- J To provide its own forklift and certified driver.
- J To observe noise regulations as outlined in Exhibit E (attached).

-) That other events may be held at the OC Fair & Event Center simultaneous to emergency events if appropriate, and that the Rentor must cooperate with the District's (OCFEC's) personnel and other event staff if appropriate.
-) To provide its own "crowd control"/safety and security to ensure its perimeters are intact and are maintaining appropriate separation from other events taking place.
-) To ensure compliance with all OCFEC health and safety procedures as directed by staff.

District (OCFEC) Agrees:

-) To provide dumpsters pending volume. Not to include medical waste.
-) To provide electricity, water and sewer as available from municipal source.

FORM F-31

AGREEMENT NO. **R-014-21**

REVIEWED _____

DATE **December 9, 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 **California Truck Driving Academy** 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

January 20 - April 30, 2021

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:

California Truck Driving Academy - CDL Training

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

\$68,374.50

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.

California Truck Driving Academy
921 North Poinsettia Street
Santa Ana, CA 92701

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

By: _____ Date: _____
Title: **Tina Singh, Academy Director**

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

EXHIBIT A

Event Information

Event Name:	California Truck Driving Academy - CDL Trainin	Contract No:	R-014-21
Contact Person:	Tina Singh	Phone:	(917) 744-7407
Event Date:	01/25/2021 - 04/30/2021	Hours:	Monday - Friday: 7:00 AM - 4:00 PM
Vehicle Parking Fee:	Parking Buyout	Projected Attendance:	30

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
Parking Lot H	01/20/2021 07:00 AM - 11:59 PM	Move In	No Charge
Thursday			
Parking Lot H	01/21/2021 07:00 AM - 11:59 PM	Move In	No Charge
Friday			
Parking Lot H	01/22/2021 07:00 AM - 11:59 PM	Move In	No Charge
Saturday			
Parking Lot H	01/23/2021 07:00 AM - 11:59 PM	Move In	No Charge
Sunday			
Parking Lot H	01/24/2021 07:00 AM - 11:59 PM	Move In	No Charge
Monday			
Parking Lot H	01/25/2021 07:00 AM - 04:00 PM	Event	922.50
Tuesday			
Parking Lot H	01/26/2021 07:00 AM - 04:00 PM	Event	922.50
Wednesday			
Parking Lot H	01/27/2021 07:00 AM - 04:00 PM	Event	922.50
Thursday			
Parking Lot H	01/28/2021 07:00 AM - 04:00 PM	Event	922.50
Friday			
Parking Lot H	01/29/2021 07:00 AM - 04:00 PM	Event	922.50
Saturday			
Parking Lot H	01/30/2021 07:00 AM - 11:59 PM	Dark Day	No Charge
Sunday			
Parking Lot H	01/31/2021 07:00 AM - 11:59 PM	Dark Day	No Charge
Monday			
Parking Lot H	02/01/2021 07:00 AM - 04:00 PM	Event	922.50
Tuesday			
Parking Lot H	02/02/2021 07:00 AM - 04:00 PM	Event	922.50
Wednesday			
Parking Lot H	02/03/2021 07:00 AM - 04:00 PM	Event	922.50
Thursday			
Parking Lot H	02/04/2021 07:00 AM - 04:00 PM	Event	922.50
Friday			
Parking Lot H	02/05/2021 07:00 AM - 04:00 PM	Event	922.50
Saturday			
Parking Lot H	02/06/2021 07:00 AM - 11:59 PM	Dark Day	No Charge

EXHIBIT A

Event Information

Sunday				
Parking Lot H	02/07/2021 07:00 AM - 11:59 PM	Dark Day		No Charge
Monday				
Parking Lot H	02/08/2021 07:00 AM - 04:00 PM	Event		922.50
Tuesday				
Parking Lot H	02/09/2021 07:00 AM - 04:00 PM	Event		922.50
Wednesday				
Parking Lot H	02/10/2021 07:00 AM - 04:00 PM	Event		922.50
Thursday				
Parking Lot H	02/11/2021 07:00 AM - 04:00 PM	Event		922.50
Friday				
Parking Lot H	02/12/2021 07:00 AM - 04:00 PM	Event		922.50
Saturday				
Parking Lot H	02/13/2021 07:00 AM - 11:59 PM	Dark Day		No Charge
Sunday				
Parking Lot H	02/14/2021 07:00 AM - 11:59 PM	Dark Day		No Charge
Monday				
Parking Lot H	02/15/2021 07:00 AM - 04:00 PM	Event		922.50
Tuesday				
Parking Lot H	02/16/2021 07:00 AM - 04:00 PM	Event		922.50
Wednesday				
Parking Lot H	02/17/2021 07:00 AM - 04:00 PM	Event		922.50
Thursday				
Parking Lot H	02/18/2021 07:00 AM - 04:00 PM	Event		922.50
Friday				
Parking Lot H	02/19/2021 07:00 AM - 04:00 PM	Event		922.50
Saturday				
Parking Lot H	02/20/2021 07:00 AM - 11:59 PM	Dark Day		No Charge
Sunday				
Parking Lot H	02/21/2021 07:00 AM - 11:59 PM	Dark Day		No Charge
Monday				
Parking Lot H	02/22/2021 07:00 AM - 04:00 PM	Event		922.50
Tuesday				
Parking Lot H	02/23/2021 07:00 AM - 04:00 PM	Event		922.50
Wednesday				
Parking Lot H	02/24/2021 07:00 AM - 04:00 PM	Event		922.50
Thursday				
Parking Lot H	02/25/2021 07:00 AM - 04:00 PM	Event		922.50
Friday				
Parking Lot H	02/26/2021 07:00 AM - 04:00 PM	Event		922.50
Saturday				
Parking Lot H	02/27/2021 07:00 AM - 11:59 PM	Dark Day		No Charge

EXHIBIT A

Event Information

Sunday				
Parking Lot H	02/28/2021 07:00 AM - 11:59 PM	Dark Day		No Charge
Monday				
Parking Lot H	03/01/2021 07:00 AM - 04:00 PM	Event		922.50
Tuesday				
Parking Lot H	03/02/2021 07:00 AM - 04:00 PM	Event		922.50
Wednesday				
Parking Lot H	03/03/2021 07:00 AM - 04:00 PM	Event		922.50
Thursday				
Parking Lot H	03/04/2021 07:00 AM - 04:00 PM	Event		922.50
Friday				
Parking Lot H	03/05/2021 07:00 AM - 04:00 PM	Event		922.50
Saturday				
Parking Lot H	03/06/2021 07:00 AM - 11:59 PM	Dark Day		No Charge
Sunday				
Parking Lot H	03/07/2021 07:00 AM - 11:59 PM	Dark Day		No Charge
Monday				
Parking Lot H	03/08/2021 07:00 AM - 04:00 PM	Event		922.50
Tuesday				
Parking Lot H	03/09/2021 07:00 AM - 04:00 PM	Event		922.50
Wednesday				
Parking Lot H	03/10/2021 07:00 AM - 04:00 PM	Event		922.50
Thursday				
Parking Lot H	03/11/2021 07:00 AM - 04:00 PM	Event		922.50
Friday				
Parking Lot H	03/12/2021 07:00 AM - 04:00 PM	Event		922.50
Saturday				
Parking Lot H	03/13/2021 07:00 AM - 11:59 PM	Dark Day		No Charge
Sunday				
Parking Lot H	03/14/2021 07:00 AM - 11:59 PM	Dark Day		No Charge
Monday				
Parking Lot H	03/15/2021 07:00 AM - 04:00 PM	Event		922.50
Tuesday				
Parking Lot H	03/16/2021 07:00 AM - 04:00 PM	Event		922.50
Wednesday				
Parking Lot H	03/17/2021 07:00 AM - 04:00 PM	Event		922.50
Thursday				
Parking Lot H	03/18/2021 07:00 AM - 04:00 PM	Event		922.50
Friday				
Parking Lot H	03/19/2021 07:00 AM - 04:00 PM	Event		922.50
Saturday				
Parking Lot H	03/20/2021 07:00 AM - 11:59 PM	Dark Day		No Charge

EXHIBIT A

Event Information

Sunday				
Parking Lot H	03/21/2021 07:00 AM - 11:59 PM	Dark Day		No Charge
Monday				
Parking Lot H	03/22/2021 07:00 AM - 04:00 PM	Event		922.50
Tuesday				
Parking Lot H	03/23/2021 07:00 AM - 04:00 PM	Event		922.50
Wednesday				
Parking Lot H	03/24/2021 07:00 AM - 04:00 PM	Event		922.50
Thursday				
Parking Lot H	03/25/2021 07:00 AM - 04:00 PM	Event		922.50
Friday				
Parking Lot H	03/26/2021 07:00 AM - 04:00 PM	Event		922.50
Saturday				
Parking Lot H	03/27/2021 07:00 AM - 11:59 PM	Dark Day		No Charge
Sunday				
Parking Lot H	03/28/2021 07:00 AM - 11:59 PM	Dark Day		No Charge
Monday				
Parking Lot H	03/29/2021 07:00 AM - 04:00 PM	Event		922.50
Tuesday				
Parking Lot H	03/30/2021 07:00 AM - 04:00 PM	Event		922.50
Wednesday				
Parking Lot H	03/31/2021 07:00 AM - 04:00 PM	Event		922.50
Thursday				
Parking Lot H	04/01/2021 07:00 AM - 04:00 PM	Event		922.50
Friday				
Parking Lot H	04/02/2021 07:00 AM - 04:00 PM	Event		922.50
Saturday				
Parking Lot H	04/03/2021 07:00 AM - 11:59 PM	Dark Day		No Charge
Sunday				
Parking Lot H	04/04/2021 07:00 AM - 11:59 PM	Dark Day		No Charge
Monday				
Parking Lot H	04/05/2021 07:00 AM - 04:00 PM	Event		922.50
Tuesday				
Parking Lot H	04/06/2021 07:00 AM - 04:00 PM	Event		922.50
Wednesday				
Parking Lot H	04/07/2021 07:00 AM - 04:00 PM	Event		922.50
Thursday				
Parking Lot H	04/08/2021 07:00 AM - 04:00 PM	Event		922.50
Friday				
Parking Lot H	04/09/2021 07:00 AM - 04:00 PM	Event		922.50
Saturday				
Parking Lot H	04/10/2021 07:00 AM - 11:59 PM	Dark Day		No Charge

EXHIBIT A

Event Information

Sunday				
Parking Lot H	04/11/2021 07:00 AM - 11:59 PM	Dark Day		No Charge
Monday				
Parking Lot H	04/12/2021 07:00 AM - 04:00 PM	Event		922.50
Tuesday				
Parking Lot H	04/13/2021 07:00 AM - 04:00 PM	Event		922.50
Wednesday				
Parking Lot H	04/14/2021 07:00 AM - 04:00 PM	Event		922.50
Thursday				
Parking Lot H	04/15/2021 07:00 AM - 04:00 PM	Event		922.50
Friday				
Parking Lot H	04/16/2021 07:00 AM - 04:00 PM	Event		922.50
Saturday				
Parking Lot H	04/17/2021 07:00 AM - 11:59 PM	Dark Day		No Charge
Sunday				
Parking Lot H	04/18/2021 07:00 AM - 11:59 PM	Dark Day		No Charge
Monday				
Parking Lot H	04/19/2021 07:00 AM - 04:00 PM	Event		922.50
Tuesday				
Parking Lot H	04/20/2021 07:00 AM - 04:00 PM	Event		922.50
Wednesday				
Parking Lot H	04/21/2021 07:00 AM - 04:00 PM	Event		922.50
Thursday				
Parking Lot H	04/22/2021 07:00 AM - 04:00 PM	Event		922.50
Friday				
Parking Lot H	04/23/2021 07:00 AM - 04:00 PM	Event		922.50
Saturday				
Parking Lot H	04/24/2021 07:00 AM - 11:59 PM	Dark Day		No Charge
Sunday				
Parking Lot H	04/25/2021 07:00 AM - 11:59 PM	Dark Day		No Charge
Monday				
Parking Lot H	04/26/2021 07:00 AM - 04:00 PM	Event		922.50
Tuesday				
Parking Lot H	04/27/2021 07:00 AM - 04:00 PM	Event		922.50
Wednesday				
Parking Lot H	04/28/2021 07:00 AM - 04:00 PM	Event		922.50
Thursday				
Parking Lot H	04/29/2021 07:00 AM - 04:00 PM	Event		922.50
Friday				
Parking Lot H	04/30/2021 07:00 AM - 04:00 PM	Event		922.50
			Total:	64,575.00

Hosting of this event in the above specified space, Parking Lot H, 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 Friday - April 30, 2021 to avoid additional charges.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade (Metal)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Dumpster	TBD	TBD EA	19.00 EA	TBD
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Sweeper (In-House)	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Total:				505.00

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 / Clean Up				
Grounds Attendant	TBD	TBD HR	25.00 HR	TBD
Janitorial Attendant	TBD	TBD HR	25.00 HR	TBD
Electrician	TBD	TBD HR	62.50 HR	TBD
<u>Event Sales & Services</u>				
Event Coordinator	Estimate 8 Hours	8.00 HR	50.00 HR	400.00
<u>Outside Services</u>				
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50 HR	263.00 HR	394.50
Total:				794.50

Summary

Facility Rental Total	\$64,575.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$1,299.50
Refundable Deposit	\$2,500.00
Grand Total:	
	\$68,374.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - (25% Facility Fee)	<i>Upon Signing</i>	\$16,143.75
Second Payment	02/01/2021	\$17,410.25
Third Payment	03/01/2021	\$17,410.25
Fourth Payment	04/01/2021	\$17,410.25
Total:		\$68,374.50

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****

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.

FORM F-31

AGREEMENT NO. **R-121-20 REVISED**

REVIEWED _____

DATE **December 1, 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 **Winter Fun Festivals 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

November 12, 2020 - January 15, 2021

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:

Winter Fest OC Presents: Night of Lights

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

\$167,199.75

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.

Winter Fun Festivals LLC
5267 Warner Avenue #265
Huntington Beach, CA 92649

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

By _____ Date: _____
Title: **Mark Entner, CEO**

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

EXHIBIT A

Event Information

Event Name:	Winter Fest OC Presents: Night of Lights	Contract No:	R-121-20 REVISED
Contact Person:	Mark Entner	Phone:	(657) 333-2520
Event Date:	12/10/2020 - 01/10/2021	Hours:	Sunday - Saturday: 5:00 PM - 10:00 PM Special Event Hours 12/31/2020: 5:00 PM - 12:30 AM
Admission Price:	\$69.00+		
Vehicle Parking Fee:	No Charge	Projected Attendance:	240 per hour

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
1/2 Parking Lot A/H*	11/12/2020 - 11/19/2020	Move In	8,000.00
1/2 Parking Lot A/H*	11/20/2020 - 11/23/2020	Dark Day	No Charge
1/2 Parking Lot A/H*	11/24/2020 - 12/09/2020	Move In	16,000.00
1/2 Parking Lot A/H*	12/10/2020 - 12/23/2020 05:00 PM - 10:00 PM	Event	28,000.00
1/2 Parking Lot A/H*	12/24/2020 06:00 AM - 11:59 PM	Dark Day	1,000.00
1/2 Parking Lot A/H*	12/25/2020 - 12/30/2020 05:00 PM - 10:00 PM	Event	12,000.00
1/2 Parking Lot A (South)	12/30/2020 07:00 AM - 05:00 PM	Move In	500.00
1/2 Parking Lot A (South)	12/31/2020 05:00 PM - 12:30 AM	Event	1,000.00
1/2 Parking Lot A/H*	12/31/2020 05:00 PM - 12:30 AM	Event	2,000.00
1/2 Parking Lot A (South)	01/01/2021 06:00 AM - 11:59 AM	Move Out	No Charge
1/2 Parking Lot A/H*	01/01/2021 - 01/10/2021 05:00 PM - 10:00 PM	Event	20,000.00
1/2 Parking Lot A/H*	01/11/2021 - 01/15/2021	Move Out	No Charge
		Total:	88,500.00

Hosting of this event in the above specified 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.

*See map included in Exhibit A for event space.

Move out from 1/2 Parking Lot A (South) must be completed by 11:59 AM Friday - January 1, 2021 to avoid additional charges.

Move out from 1/2 Parking Lot A/H must be completed by 11:59 PM Friday - January 15, 2021 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
100 Amp Drop	Estimate 4	4.00 EA	180.00 EA	720.00
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	Estimate 50	50.00 EA	15.00 EA	750.00
Carousel Horse	Estimate 3	3.00 EA	75.00 EA	225.00
Cube Tower	Estimate 6	6.00 EA	100.00 EA	600.00
Dumpster	TBD	TBD EA	19.00 EA	TBD
Electrical Splitter Box	Estimate 7	7.00 EA	55.00 EA	385.00
Electrical Usage	Estimate Only	1.00 EVT	7,750.00 EVT	7,750.00
Forklift	Estimate 10 Hours	10.00 EA	75.00 HR	750.00
Hang Tag - 1 Day	Estimate 31	31.00 EA	150.00 EA	4,650.00
Internet Line	12/10/2020 - 01/10/2020	1.00 DAY	850.00 EVT	850.00
Man Lift	TBD	TBD EA	75.00 HR	TBD
Marquee Board	11/12/2020 - 01/10/2021	1.00 EA	Included	Included
Portable Electronic Message Board	12/10/2020 - 01/10/2021	2.00 DAY	3,100.00 FLAT	3,100.00
Scissor Lift	TBD	TBD EA	75.00 HR	TBD
Sink	Estimate 3	3.00 EA	1,200.00 EVT	1,200.00
Sweeper (In-House)	TBD	TBD EA	75.00 HR	TBD
Traffic Cone	TBD	TBD EA	TBD EA	TBD
Water Truck (Includes Water)	TBD	TBD EA	80.00 HR	TBD

EXHIBIT A

Event Information						
White Picket Fence 4'	Estimate 16	16.00	EA	10.00	EA	160.00
White Picket Fence 8'	Estimate 15	15.00	EA	15.00	EA	225.00
Wireless Internet Router	TBD	TBD	EA	75.00	EA	TBD
Total:						21,365.00

Reimbursable Personnel Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
Event Operations						
Set Up						
Grounds Attendant	TBD	TBD	HR	24.00	HR	TBD
Janitorial Attendant	TBD	TBD	HR	24.00	HR	TBD
Electrician	Estimate 22 Hours	22.00	HR	60.00	HR	1,320.00
Event Day						
Grounds Attendant	TBD	TBD	EA	24.00	HR	TBD
Janitorial Attendant	12/10/2020 - 12/23/2020 04:00PM - 10:30PM	2.00	EA	24.00	HR	4,368.00
Janitorial Attendant	12/25/2020 04:00PM - 10:30PM	2.00	EA	48.00	HR *	624.00
Janitorial Attendant	12/26/2020 - 12/30/2020 04:00PM - 10:30PM	2.00	EA	24.00	HR	1,560.00
Janitorial Attendant	12/31/2020 04:00PM - 02:00AM	2.00	EA	36.00	HR *	720.00
Janitorial Attendant	01/01/2021 04:00PM - 10:30PM	2.00	EA	50.00	HR *	650.00
Janitorial Attendant	01/02/2021 - 01/10/2021 04:00PM - 10:30PM	2.00	EA	25.00	HR	2,925.00
Electrician	12/10/2020 - 12/23/2020 04:30PM - 10:30PM	1.00	EA	60.00	HR	5,040.00
Electrician	12/25/2020 04:30PM - 10:30PM	1.00	EA	120.00	HR *	720.00
Electrician	12/26/2020 - 12/30/2020 04:30PM - 10:30PM	1.00	EA	60.00	HR	1,800.00
Electrician	12/31/2020 04:30PM - 01:30AM	1.00	EA	90.00	HR *	810.00
Electrician	01/01/2021 04:30PM - 10:30PM	1.00	EA	125.00	HR *	750.00
Electrician	01/02/2021 - 01/10/2021 04:30PM - 10:30PM	1.00	EA	62.50	HR	3,375.00
Clean Up						
Grounds Attendant	TBD	TBD	HR	25.00	HR	TBD
Janitorial Attendant	TBD	TBD	HR	25.00	HR	TBD
Electrician	Estimate 15 Hours	15.00	HR	62.50	HR	937.50
Event Sales & Services						
Event Coordinator	12/10/2020 - 12/23/2020 04:00PM - 10:30PM	1.00	EA	48.50	HR	4,413.50
Event Coordinator	12/25/2020 04:00PM - 10:30PM	1.00	EA	97.00	HR *	630.50
Event Coordinator	12/26/2020 - 12/30/2020 04:00PM - 10:30PM	1.00	EA	48.50	HR	1,576.25
Event Coordinator	12/31/2020 04:00PM - 02:00AM	1.00	EA	72.75	HR *	727.50
Event Coordinator	01/01/2021 04:00PM - 10:30PM	1.00	EA	100.00	HR *	650.00
Event Coordinator	01/02/2021 - 01/10/2021 04:00PM - 10:30PM	1.00	EA	50.00	HR	2,925.00
Parking						
Set Up						
Parking Attendant Lead	Estimate 20 Hours	20.00	HR	30.00	HR	600.00
Event						
Parking Attendant	12/10/2020 - 12/23/2020 04:00PM - 10:00PM	1.00	EA	24.00	HR	2,016.00
Parking Attendant	12/25/2020 04:00PM - 10:00PM	1.00	EA	48.00	HR *	288.00
Parking Attendant	12/26/2020 - 12/30/2020 04:00PM - 10:00PM	1.00	EA	24.00	HR	720.00

EXHIBIT A

Event Information							
Parking Attendant	12/31/2020 04:00PM - 12:30AM	1.00	EA	36.00	HR	*	306.00
Parking Attendant	01/01/2021 04:00PM - 10:00PM	1.00	EA	50.00	HR	*	300.00
Parking Attendant	01/02/2021 - 01/10/2020 04:00PM - 10:00PM	1.00	EA	25.00	HR		1,350.00
<u>Safety & Security</u>							
Security Attendant Lead	12/10/2020 - 12/23/2020 04:00PM - 10:30PM	1.00	EA	30.00	HR		2,730.00
Security Attendant Lead	12/25/2020 04:00PM - 10:30PM	1.00	EA	60.00	HR	*	390.00
Security Attendant Lead	12/26/2020 - 12/30/2020 04:00PM - 10:30PM	1.00	EA	30.00	HR		975.00
Security Attendant Lead	12/31/2020 04:00PM - 01:30AM	1.00	EA	45.00	HR	*	427.50
Security Attendant Lead	01/01/2021 04:00PM - 10:30PM	1.00	EA	60.00	HR	*	390.00
Security Attendant Lead	01/02/2021 - 01/10/2021 04:00PM - 10:30PM	1.00	EA	30.00	HR		1,755.00
<u>Outside Services</u>							
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	5.00	HR	263.00	HR		1,315.00
Sound Engineer	Estimate Only	3.00	DAY	750.00	DAY		2,250.00

***Holiday Rates** **Total: 52,334.75**

Summary

Facility Rental Total	\$88,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$73,699.75
Refundable Deposit	\$5,000.00
Grand Total:	\$167,199.75

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	PAID	\$5,000.00
Second Payment	PAID	\$81,263.75
Third Payment	Upon Signing	\$80,936.00
Total:		\$167,199.75

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 Space



EXHIBIT A

Event Information

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 32nd District Agricultural Association dba OC Fair & Event Center (“OCFEC” or the “District”) 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.

ADDITIONAL INSURANCE REQUIREMENT - (HAZARDOUS/INTERACTIVE GAMES)

Coverage and proof of insurance is required for all hazardous and/or interactive activities. Insurance certificate must be submitted to the Event Coordinator three (3) weeks prior to the event date.

BANNERS

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

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.

DISTRICT BRAND PROTECTION

Winter Fun Festivals LLC acknowledges that the fair brand in general and the OC Fair brand in particular are extremely valuable and important to the District. Therefore, Winter Fun Festivals LLC will refrain from using images, likenesses, names, words, phrases, brands and/or branding elements, etc. of the District or related to Fairs in general in description or depiction without prior knowledge and consent of the District.

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

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

EXCLUSIVE RIGHTS

OCFEC agrees Winter Fun Festivals LLC shall have the exclusive rights to use the Premises as set forth herein to put on a winter festival themed event during the month of December, 2020 and January, 2021 in accordance with OCFEC’s booking policies.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

PEPSI BEVERAGES

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

EXHIBIT A

Event Information

PEPSI BEVERAGES – SPONSOR PRODUCTS

The OCFEC is a Pepsi exclusive facility. The District (OCFEC) will provide exclusive beverage availability and sponsorship rights to Sponsor (Pepsi) for Pepsi Fountain Brands, Bottle and Can Brands (Carbonated Soft Drinks, Juices, Teas, Isotonics, Energy Drinks, Iced Coffees). Sponsor products shall be the exclusive carbonated and non-carbonated, non-alcoholic beverages sold, dispensed or otherwise made available at all dining facilities, concessions, vending areas and any other areas where beverages are sold or distributed throughout the OC Fair & Event Center throughout the Term of Sponsorship Agreement. The products, cups and CO2 will be purchased directly from Sponsor by District (OCFEC), food service provider, concessionaires and any other third parties selling Sponsor Beverages at the OC Fair & Event Center.

PERFORMANCE ASSURANCE

Winter Fun Festivals LLC acknowledges that any event held at District property is also a reflection on the District's brand as the public often equates outside promoted events such as Winter Fest 2020 with the OC Fair & Event Center brand. As such, Winter Fun Festivals LLC acknowledges its responsibility to provide a quality event experience to guests, one that garners positive reviews from the public. In the event that the District receives bona fide negative feedback about the Winter Fest 2020 event through emails, social media posts or phone calls, and to the extent that such bona fide negative feedback relates to a deviation from the most recently approved Production Deck (as defined below) or Updated Deck (as defined below) that Winter Fun Festivals LLC agrees to address any such issues in a timely manner, including making reasonable programming changes within a mutually agreed upon reasonable cure period to achieve guest satisfaction. The District acknowledges that negative reviews may be posted with respect to issues beyond the control or reasonable expectation of control of Winter Fun Festivals LLC. In connection with this paragraph, the District and Winter Fun Festivals LLC shall meet and confer to determine if such negative feedback is bona fide. Should Winter Fun Festivals LLC fail to make mutually agreed upon changes to achieve satisfactory results by the end of the cure period, the District may, as a last resort, consider this to be cause for further action up to and including event closure and contract cancelation.

PROJECT MILESTONES – NEW OR REFORMATTED EVENTS

Winter Fun Festivals LLC and the District have participated in the Winter Fest 2020 Concept & Design meeting regarding the proposed event. Winter Fun Festivals LLC will provide the District with a Winter Fest 2020 Production Deck setting forth the production and design elements for Winter Fest 2020 ("Production Deck"). Throughout the engagement, Winter Fun Festivals LLC may continue to send updated Production Decks ("Updated Decks") based on material changes or revisions to solely the production aspects of the event. Such material changes must receive prior approval from the District who may not unnecessarily delay the review and approval process. Winter Fun Festivals LLC shall retain sole discretion over the creative elements of the event provided that such elements are "family appropriate."

Within forty-eight (48) hours of receipt of the initial Production Deck or any subsequent Updated Decks, the District will provide Winter Fun Festivals LLC with a written approval of such Production Deck or Updated Deck. The District shall designate the Chief Business Development Officer who will be responsible for such review and approvals.

In order to ensure that quality and presentation standards are met in adherence to the representations made in the Production Deck, Winter Fun Festivals LLC shall provide the District with the opportunity to view the installation and construction of Winter Fest 2020 layout and setup at mutually agreed upon intervals prior to the public opening date. Three (3) days prior to the public opening of Winter Fest 2020, Winter Fun Festivals LLC will provide the District a test trial run of Winter Fest 2020. Following such inspection dates, Winter Fun Festivals LLC shall have no more than twenty-four (24) hours to implement safety-related changes and up to three (3) days to implement production related changes. Winter Fun Festivals LLC acknowledges that the District may make random daily inspections at the discretion of the authorized OCFEC Facilities representatives. Costs for such inspection, if any, will be included in the rental agreement and are the responsibility of Winter Fun Festivals LLC. The purpose of this will be to ensure that quality and presentation standards are met in adherence to the good faith promise as stated and presented during the Winter Fest 2020 Concept & Design meeting between Winter Fun Festivals LLC and the District and in Winter Fest 2020 planning documents.

Should quality and presentation fall short of promised deliverables, Winter Fun Festivals LLC agrees to make reasonable production related requested changes prior to the public event opening date. Failure to do so may cause as a last resort, a delay in the stated public event opening at the expense of Winter Fun Festivals LLC.

PROPANE

All propane equipment must be located at least twenty feet (20') from all buildings, tents and structures.

RIGGING

All rigging plans must be submitted to OCFEC for review and approval. Rigging approval is subject to facility engineering capacity/integrity. Approval is not guaranteed. State Engineering Stamp is required for all rigging plans.

EXHIBIT A

Event Information

SECURITY

Security plan must be submitted to OCFEC Safety and Security by no later than **November 11, 2020** for review and approval. Should the outside services security plan submitted by Winter Fun Festivals LLC not be approved by OCFEC, then OCFEC will add personnel via an amendment. **No armed security is allowed on site**, with the exception of the Orange County Sheriffs.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is required by OCFEC as sound mitigation measures (see above sound mitigation terms).** **Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Winter Fun Festivals LLC must comply with request.**

STATE FIRE MARSHAL

Event Footprint capacity will be determined by State Fire Marshal. Winter Fun Festivals LLC must comply with all California State Fire Codes. State Fire Marshal may require changes to event layout, Winter Fun Festivals 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.

WINTER FUN FESTIVALS LLC AGREES TO:

Winter Fun Festivals LLC agrees to provide a \$5,000.00 deposit to be included in Rental Agreement scheduled payments prior to the start of the Show which OCFEC will hold in reserve to pay for additional space, equipment and/or services requested by Winter Fun Festivals LLC during the Show. All requests will be assessed by OCFEC on a case-by-case basis and if approved will be deducted from the \$5,000.00 reserve. If the reserve is depleted, Winter Fun Festivals LLC must pay for the approved space, equipment and/or services with a credit card or provide another cash advance to cover such costs prior to the delivery of requested space and/or services.

Winter Fun Festivals LLC agrees to adhere to all OCFEC event, booking and payment policies as set forth herein and any violation of said policies will be considered a material breach of this agreement and/or the resulting Rental Agreement. Should a material breach occur, OCFEC has the sole right to cancel the Show and apply its cancellation policy. OCFEC reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Winter Fun Festivals LLC.

In the event that an emergency occurs under the Rental Agreement which requires the use of the Premises by a government agency, OCFEC shall endeavor in good faith to provide Winter Fun Festivals LLC with an alternative location at the fairgrounds for the Winter Fun Festivals LLC event. In the event that a Force Majeure event occurs, then the Parties shall confer in good faith regarding the mutual cancelation of this agreement, and if canceled, either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

Winter Fun Festivals LLC management and staff agree to work solely through their assigned Event Coordinator and to not approach other OCFEC staff with requests for additional services, equipment and/or labor either leading up to the Show or throughout the Show. All event business must be directed to the Event Coordinator.

Winter Fun Festivals LLC acknowledges that other events are scheduled during the run of its Show and agrees to abide by any reasonable requests made by OCFEC to ensure that the Show does not interfere with the successful operation of another event. As such, Winter Fun Festivals LLC agrees to contain its construction and setup activity within a fenced and banner-walled area located in two-thirds of Parking Lot A/H, and that no construction of event elements, including the entertainment sets, will be visible to other events scheduled unless otherwise approved by OCFEC.

EXHIBIT A

Event Information

Winter Fun Festivals LLC agrees that parking hang tags for staff, vendors, concessionaires and other Show partners are non-transferable and may not be shared. Should OCFEC staff discover inappropriate use of hang tags, Winter Fun Festivals LLC will be charged accordingly and agrees to pay for the additional hang tags needed.

Winter Fun Festivals LLC acknowledges that at the time of the signing of this Agreement, it does not intend to rent space in the OCFEC campground. Should a request to rent campground space be made after signing, Winter Fun Festivals LLC agrees that OCFEC will post a mandatory security attendant in the campground from 8:00 pm to 8:00 am daily to ensure that staff will strictly adhere to quiet hours and campground rules as outlined in the OCFEC event guide. The cost for the mandatory security attendant will be included in the resulting Rental Agreement. Any violations will result in loss of camping rental privileges and charges for damages.

OCFEC understands that some events require small deviations from the originally proposed layout by the promoter. OCFEC will make every effort to accommodate such requests, but at its sole and absolute discretion. Winter Fun Festivals LLC agrees to include all possible and anticipated space and equipment requests in its original proposal to minimize any major deviations from the original event plan.

Winter Fun Festivals LLC acknowledges that at the time of the signing of this Agreement, if third party contracted services are utilized for security coverage, provider must be a CA BSIS PPO certificate holder in good standing which will be verified by OCFEC Security Management. In advance of the event dates, contract provider will be required to meet with OCFEC Security Management to review all requirements, procedures and other aspects of operating on OCFEC property. Proposed use of contracted traffic management services will also be subject to same advance review and approval before provider may perform such services on OCFEC property. If contract security or traffic services are retained, an OCFEC Supervisor specific to either or each service will be scheduled during all operating hours to oversee all security, traffic and related emergency aspects of either or both functions.

Winter Fun Festivals LLC acknowledges that at the time of the signing of this Agreement, an OCFEC Event Coordinator is required to be contracted to provide essential venue oversight during all scheduled event operating hours.

Winter Fun Festivals LLC agrees to obtain all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities and ensure elements of the Show are at all times operating within the parameters set forth by these organizations and all applicable laws.

Winter Fun Festivals LLC will provide copies of safety training certifications, licenses, insurance and/or permits for all third party attractions including its entertainment sets and setups, and submit such copies to OCFEC for review and approval.

Winter Fun Festivals LLC agrees that all attractions included in the entertainment drive-thru component of the Show will be subject to a full pre-Show inspection and random daily inspections at the discretion of authorized OCFEC Facilities Department representatives. Costs for such inspections, if any, will be included in the Rental Agreement and are the responsibility of Winter Fun Festivals LLC. In addition, OCFEC reserves the right to inspect all event components for family audience appropriateness. Because of the brand equity that OCFEC has with its annual OC Fair, certain standards for cleanliness and appearance are expected from any other event that operates at OCFEC. As such, Winter Fun Festivals LLC agrees to comply with any and all requests OCFEC may make for improvements to the presentation of event production provided by Winter Fun Festivals LLC.

By _____ Date: _____
Title: **Mark Entner, CEO**

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