



Board of Directors Agenda Report

MEETING DATE: NOVEMBER 18, 2021 **ITEM NUMBER:** 8A

SUBJECT: Review and Vote on Whether or Not to Approve the Draft EQC Operating Agreement with Equestrian Services II

DATE: November 12, 2021

FROM: Michele Richards, CEO

PRESENTATION BY: Michele Richards, CEO

RECOMMENDATION

At the Board of Directors' discretion.

BACKGROUND

At the October 28, 2021 meeting, the Board of Directors approved the Facilities Committee's recommendation to move forward with a one-year agreement with Equestrian Services II for the operation of the equestrian center beginning January 1, 2022 through December 31, 2022. This will provide time for staff to develop a plan for transitioning in the strategic direction set by the Board for self-operation of the equestrian center and expansion of public programming.

The Facilities Committee met on October 15, 2021 to review the agreement drafted by staff. The Board will review the attached draft agreement and vote on whether or not to approve it.

AGREEMENT NUMBER

SA-157-21YR

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

Equestrian Services II, Inc.

2. The term of this Agreement is: 01/01/2022 through 12/31/2022 **FED ID:**

3. The maximum amount of this Agreement is: **\$00,000.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To Manage and Operate the Equestrian Center at OCFEC	Pages 2-12
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 13
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 14-17
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 18-21
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 22-24
Exhibit F – OCFEC Megan’s Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 25-26
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 27-29
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 30-34
Exhibit I – COVID-19 Infection Mitigation Protocol & Procedure Guidelines (Attached hereto as part of this agreement)	Pages 35-37
Exhibit J – Map, May 17, 2018 Letter & Photos, Policy & Procedures, SB1383	Pages 38-end

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Contractor Name

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Rick Hanson, President

CONTRACTOR BUSINESS ADDRESS

905 Arlington Ave, Costa Mesa, CA 92626, (714)708-1652 rickhanson59@yahoo.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

*California Department of General
Services Use Only*

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

**To Manage and Operate the Equestrian Center at the OC Fair & Event Center
The District**

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

Ken Karns, Chief Operating Officer

Phone Number (714) 708-1552

Equestrian Services II Inc.

Rick Hanson, President

(714)708-1652 rickhanson59@yahoo.com

SCOPE OF WORK

1. Term

The Term is one (1) year, commencing on the Contract Service Agreement Date.

2. Uses

The property subject to this agreement consists of approximately 7.5 acres, Exhibit J Map, Letter & Photo. The premises shall be used for the boarding of horses and approved related equestrian activities and for no other purpose unless agreed to in writing by the parties. Approved related equestrian activities are as follows: lessons, training, tack storage, storage of horse trailers, equestrian clinics, horse shows and the sale of equestrian products/services.

3. Compliance With All Laws

Contractor will comply with all applicable laws, rules and regulations during the term of the agreement, including obtaining and maintaining all necessary permits and licenses. Contractor acknowledges and warrants that it is or will make itself knowledgeable of all pertinent rules, regulations, ordinances or other requirements having the force of law affecting the operation of the equestrian center, the facilities and the premises, including but not limited to, health & safety, hazardous materials, pest control, accessibility, environmental impacts and the building codes/regulations.

4. Hazardous Materials

Contractor will not keep, store or sell any goods, merchandise or materials which are in any way explosive or hazardous. The contractor will comply with Exhibit H # 21 & 23.

5. Rules and Regulations

Contractor will comply with all rules and regulations that are adopted by the District for the safety, care and cleanliness of the Equestrian Center. The District reserves the right to add, delete, change, and modify any rules and regulations in the best interest of the Equestrian Center or the District.

- a) Equestrian Center Hours – open daily (including holidays) from 6:00am to 10:00pm.
- b) Use of the Equestrian Center different from posted hours requires approval from the District.
- c) The possession and consumption of alcohol is not permitted.
- d) Smoking IS NOT permitted.
- e) Dogs must be on a leash and under immediate control of a person at all times.
- f) When not in use, tack and equipment shall be kept in tack rooms or in proper storage.
- g) Horses may only be tied to crossties.
- h) Minors shall have adult supervision at all times.
- i) Riders under the age of eighteen (18) must wear a helmet that meets or exceeds industry standards for use when riding horses.
- j) Parking is permitted in designated area only.
- k) Abuse, neglect or inhumane activity of horses or persons is not permitted at any time. Actions of this nature are grounds for immediate removal from the Equestrian Center and the District.

6. Use and Occupancy

Contractor agrees to use reasonable care in its use and occupancy of the facility at all times and to keep/maintain the facilities in good, clean and safe condition and to prevent waste upon or damage to the facility. Contractor will maintain all of its equipment, inventories and other tangible property in a well maintained, neat, orderly and careful manner at all times. Storage is restricted to those items used in the general operation of the Equestrian Center. Storage of personal items is prohibited. Contractor will not conduct or permit to be conducted on the premises any business or any act which is or may be contrary to or in violation of any Federal, State or Local law or regulation.

7. Limitations on Use

Contractor acknowledges that the facilities are located in close proximity to civic and governmental buildings, educational institutions and residential areas. Contractor agrees that it will not create, engage in, or permit any condition at the facility that the District, in its sole and exclusive discretion determines is inappropriate for the neighborhood in which the facility is located.

8. Condition of the Equestrian Center, Maintenance & Repairs

Contractor accepts the current Equestrian Center facilities in operating order/condition. The Contractor agrees to maintain the facility in operating order/condition carrying out daily maintenance and small repairs. On the last day of the term of the Agreement the Contractor will turn over the facility in the same or better order/condition. The term "maintenance" for the purpose of the Agreement shall mean – all repairs to real property & facilities necessary to maintain the facilities in good condition and repair for the intended use of the Equestrian Center. Repairs shall be performed at the Contractor's sole cost and expense. Any and all repairs as a result of normal daily use or as a result of damage caused by use or users of the facilities will be carried out by the Contractor at the Contractor's expense.

Should the Contractor fail, neglect or refuse to undertake and complete any required maintenance the District shall have the right to perform such maintenance or repairs for the Contractor after giving the Contractor ten (10) days written notice of its intent to perform such maintenance or repairs. In this event the Contractor will fully reimburse the District for all costs and expenses incurred by the District within five (5) days of an invoice being issued to the Contractor by the District. The District will not be obligated to carry out any maintenance or make any repairs at these facilities. The Contractor hereby expressly waives the right to make repairs at the expense of the District, and the benefit of the provisions of Sections 1941 and 1942 of the Civil Code.

Contractor will permit designated agents of the District to enter the facilities for the purpose of accomplishing repairs and or maintenance where the contractor has failed to do so after a notice given by the District in compliance with the above paragraph. No entry by or on behalf of the District on the facilities shall cause or constitute a termination of the Agreement or deemed to constitute interference with the possession of the facilities by the Contractor.

9. Major Maintenance and Capital Projects

No structures, improvements or facilities shall be constructed, erected, altered or demolished by the Contractor or users. All major maintenance or capital projects will be carried out by and at the expense of the District. All projects identified and monies expended will be at the sole discretion and approval of the District.

The District shall make every attempt reasonable to give the Contractor at least thirty (30) days' notice prior to making any improvements to the facilities. The District will make reasonable attempts to implement any construction, repairs or improvements without substantial negative impact to the Equestrian Center and its operations. Emergency repairs are excluded from this notice requirement.

10. Monthly Reports

Contractor will provide to the District on the first of every month a detailed report of all maintenance/repairs carried out by the Contractor for the month previous. The Contractor will provide to the District as a part of the monthly report any anticipated maintenance/repairs for the upcoming month.

11. Equipment Expenses

Contractor will be responsible for all costs and expenses for the purchase, lease, rental or other provisions of all equipment required to perform the work under the Agreement, including but not limited to water trucks, sweeper trucks, tractors, arena equipment, utility vehicles, power tools and hand tools.

12. Equestrian Center Operations

Contractor will operate and manage the Equestrian Center in a competent and efficient manner in accordance with industry standards and consistent with the District Policies & Procedures. Exhibit J

The following tasks must be performed by the Contractor on a daily basis;

- a) Daily cleaning of all horse stalls, including but not limited to removal of manure and management of urine in each stall.
- b) Daily removal of manure from all areas of the facility including but not limited to riding arenas, turnouts, barn isles and roadways.
- c) Daily inspection, filling and cleaning of stall horse waterers.
- d) Provide bedding for all stalls which will be replaced when required in accordance with industry standards.
- e) Twice daily feeding of horses boarded at the facility.
- f) Riding arenas will be dragged and watered daily at a minimum. Contractor will drag and water riding arenas more frequently when required due to weather conditions or riding activity.
- g) Daily removal of trash from receptacles. Trash will be placed in bins and removed periodically by the Contractor's supplier; this is at the sole expense of the Contractor.

No later than January 31, 2022, the Contractor is to submit to the District a waste removal and nutrient management plan. Contractor will pay all costs and any related expenses for removal of manure, bedding material and trash from the facilities. All waste removal will be performed in strict compliance with all federal, state and local statutes, codes, ordinances and regulations. The Contractor will fully understand and comply with SB1383. Exhibit J

- h) Daily cleaning and maintenance of facility restrooms. Contractor is responsible to provide all restroom supplies.
- i) Contractor will provide and maintain a quality riding arena footing, consistent with industry standards at all times. Contractor will seal riding arenas during periods of inclement weather.

13. Entry, Emergency Use and Inspections

The District reserves the right to enter the facility at any time to carry out any facility management or business purpose in or around the facility, to inspect the facility to determine if the Contractor is in compliance with the Agreement. Entry by the District shall not result in any abatement of rent. The District will do everything reasonable to communicate with the Contractor in advance of any activity in the facility by the District staff, vendors and contractors.

In the event of a fire, earthquake, flood or any other natural disaster or emergency situation the District reserves the right to enter the facilities at any time to undertake emergency actions or to make emergency repairs.

14. Destruction/Condemnation

If the facilities are damaged to an extent that cannot be lawfully repaired within sixty (60) days after the date of damage as determined by the District in its sole and exclusive discretion, the Agreement may be terminated by written notice of either party.

If all or any portion of the facility is condemned by any governmental agency or authority, any party to the Agreement may, upon written notice given within sixty (60) days after the taking, transfer or relocation, terminate the Agreement. Any termination notice given pursuant to this paragraph 14 shall be effective thirty (30) days after delivery in accordance with Additional Contract Terms & Conditions #18 – Termination.

15. Utilities

Contractor shall reimburse the District for the cost of water, sewer, electricity and natural gas used based upon the cost of utilities for those portions of the facilities. For services that are not individually metered by a utility service provider, the District will provide the Contractor with a copy of the utility bill(s), the District energy and water use audit used in establishing the District calculation of utility consumption by the Equestrian Center facilities, and a calculation of the amount due and owing from the Contractor to the District. Contractor shall pay the full amount within five (5) days of its receipt of each bill or invoice utility bill. The basis and calculation for all estimates can be reviewed by the Contractor and are subject to approval by the District. Contractor is responsible for the cost of any and all phone and internet service for the facilities.

16. Pest Control

The Contractor will, at its sole cost and expense, conduct all equestrian operations to minimize nuisance and health hazards from mosquitoes, rodents, flies, insects and pests.

Pest control activities will include the following:

- a) Provide daily fly spray abatement through the existing spray system at the Equestrian Center. Contractor shall establish and maintain a pest and rodent abatement program and pay for all costs attributed to this program. All feed shall be stored in a manner that will not attract, and will minimize any impact from, rodents or pests. Contractor will not permit any standing water to accumulate on the facilities.
- b) All pest control activities, chemical and non-chemical, shall be approved by the appropriate State agency prior to the conduct of any pest control activities by the Contractor, or the Contractor's employees or agents. Such approval shall be solely for compliance with policies of the State of California, and shall in no way relieve Contractor, or its contractors, employees, agents or representatives from compliance with all laws and regulations and/or orders concerning such activities and from carrying out its obligations in a workmanlike manner.

17. Signs

No signs, banners, logos, names, placards, or advertising matter shall be inscribed, painted, or affixed upon the facilities, circulated, or published, without the prior written consent of the District, and only signage consistent with the purposes of the Agreement. If approved all signage installed must comply with any local sign ordinances and applicable building codes.

The Contractor will be responsible to provide visible and ample information signage detailing all Equestrian Center rules and regulations.

18. Licenses, Permits and Taxes

The Contractor will obtain, maintain and pay for all licenses and permits required for its business throughout the entire term of the Agreement.

The Contractor acknowledges that the Agreement, the operation of Contractor's business, or Contractor's use of the facilities may be subject to local (County and City) business licenses, law enforcement and fire protection fees, other public service fees, and other governmental charges and fees. Operations of the business under the Agreement may also create a possessory interest tax liability. Contractor shall promptly pay all taxes, fees, assessments, and other charges. Contractor shall hold harmless and indemnify the District against and from any and all such charges, assessments and taxes.

19. Employee Training and Customer Service

Contractor will at all times while the Equestrian Center is in operation, retain qualified, competent and experienced personnel in sufficient numbers as necessary to conveniently serve the Equestrian Center users and public at all times, and to provide public information services.

Contractor is responsible to provide clear, concise and timely communications to all Equestrian Center users and be available to receive communications from Equestrian Center users along with providing customer service excellence at all times. Contractor is responsible to provide clear, concise and timely communications to the District and be available to receive communications from the District along with providing customer service excellence at all times. The office must be staffed during all open hours of operation.

The Contractor must be in compliance with all applicable California labor laws and all employees must have the legal right to work in the United States. Contractor will require its employees to be properly dressed, clean, courteous and neat in appearance at all times.

Contractor will maintain close supervision over its employees to ensure the delivery of a high standard of service to the Equestrian Center and public. Any employee whose conduct is detrimental to the best interests of the Equestrian Center, public or the District will be replaced by the Contractor or at the request of the District.

Contractor and its employees will participate in any District sponsored employee training programs when requested by the District, including, but not limited to, CPR, first aid training, customer service training and workplace harassment training.

20. Emergency Disaster Plan and Management

On the Agreement commencement date, Contractor will be required to develop an emergency disaster plan for the Equestrian Center operation for review and approval by the District. The emergency disaster plan will comply with the District emergency disaster plan, and must address identified emergencies including, but not limited to, fire, flood, earthquake, and civil disorder. Contractor will maintain and update the plan regularly as required. Contractor will train all of its employees on the plan and will be responsible to communicate the plan to all facility users.

During identified emergencies, Contractor will be responsible for horse safety, horse evacuation and communication to Equestrian Center users. Contractor will be required to provide on-site liaison to the District during identified emergencies. The District will retain command of all incidents and identified emergencies occurring on the District property, including the Equestrian Center.

Contractor acknowledges that the District is an evacuation site for disasters originating outside of the District and serves as a resource to assist the community in the event of identified emergencies. The District retains the sole and exclusive authority, during identified emergencies to temporarily suspend business operations of the Equestrian Center.

The District serves as a Large Animal evacuation site for horses and other large livestock in cooperation with OC Animal Care. Contractor will fully cooperate and support all actions taken by the District in any and all emergency situations.

Contractor shall provide the District with all necessary means permitting authorized personnel of the District to access the facilities in case of an emergency or disaster.

21. Security and Safety

It is the responsibility of the Contractor to maintain a safe and secure Equestrian Center facility at all times. Contractor acknowledges that law enforcement jurisdiction is with the Orange County Sheriff Department.

Contractor will immediately report any and all emergencies, safety and safety-related incidents to the District Security Department, which will then complete and maintain a written incident report. In the case of emergencies creating immediate threats to health or life, or posing a threat of physical injury, Contractor shall telephone 911 and report the emergency, and thereafter immediately notify the District Security Department for additional assistance.

Contractor shall, within three (3) calendar days, report in writing to the District any incident that might reasonably be expected to result in any claim under any indemnity or insurance provision of the Agreement. The Contractor also agrees to provide the District with information as to the resolution, settlement or other disposition of any claim(s) covered by this Paragraph within thirty (30) days following any resolution, settlement, or other disposition.

All security and law enforcement requirements, costs and expenses in conjunction with the operation of the Equestrian Center are the sole responsibility of the Contractor.

22. Impact of Annual OC Fair Operations and Year Round Event Program

Contractor acknowledges the existence of the District annual fair operations and year round events program. In addition, Contractor recognizes the District rents facilities and property outside of the Equestrian Center for the operation of other public and private events or activities. Contractor acknowledges these events and activities may present operational impacts to the Equestrian Center. The District will make every reasonable effort to minimize operational impacts in order to ensure the least amount of interruptions to operations of the Equestrian Center. The District is committed to communicating to the Contractor any activities within its control that may impact the

Equestrian Center. Contractor will be responsible for and committed to communicating to its users and to inform users of any expected impact.

23. Parking

All using the Equestrian Center are to park in a designated area immediately south of the Equestrian Center office in parking lot G. A maximum of forty (40) parking stalls are designated for employees, agents, and customers of the Equestrian Center. Parking is on a first-come, first-served basis and must be accessed through the Equestrian Center. Contractor, its employees, agents and users are prohibited from using any other area or parking lot of the District for parking or any other activity.

24. Assignment and Subletting

The rights and privileges granted hereunder may not be sublet, assigned or transferred in any manner whatsoever by the Contractor without the prior written approval of the District, which shall be given in the District sole and exclusive discretion. Any sale or transfer of the beneficial or legal ownership of Equestrian Services II, Inc. (the Contractor herein) shall be considered an assignment and/or subletting of the rights and privileges granted by the Agreement. Any sale or transfer of the legal or beneficial ownership of the Contractor requires the prior written approval of the District, which shall be given in the District's sole and exclusive discretion. In the event any sale or transfer of ownership is approved by the District, the District reserves the right to renegotiate all terms and conditions relevant to the Agreement, including termination of the Agreement. Any assignee or sub lessee shall be required to comply with all terms and conditions of the Agreement, including, but not limited to, all financial obligations.

Contractor may house staff on the premises with written consent of the District provided the staff is full time employees working at the Equestrian Center on behalf of the Contractor. Staff will only be housed in the existing living quarters/trailers per the existing letter of May 17, 2018 Exhibit J. Any new living quarters must be approved by the District and will conform to the California Unified Building Code and will be constructed at Contractors expense.

25. Rent

a. Percentage Rent

The Percentage Rent payable under the Agreement shall be the Percentage Rent of all Gross Revenue per applicable Monthly Rental charged by the Contractor to Equestrian Center users. Gross Revenue, as used in the Agreement includes all monies paid to the Contractor in connection with its operation of the Equestrian Center and/or its occupation and use of the facilities, including, but not limited to, receipts for horse shows, horse boarding stall rent, storage rental fees, facility rent, miscellaneous rent or income, sponsorship or advertising fees collected by the Contractor, vending machines, ATM revenues, lessons, training, tack storage, storage of horse trailers, equestrian clinics, and the sale of equestrian products/services. Gross revenue will exclude revenues from de-worming program, sales tax collected and late fees.

b. Minimum Guaranteed Rent

Contractor agrees the yearly rent shall be the **greater** of:

- (1) Minimum monthly installments of \$3,000.00
- (2) Ten percent (10%) of Contractor's monthly gross revenue each month.
- (3) Payment terms will conform to subparts (c) and (d) of this Paragraph 25.

c. Payment

Percentage Rent of Gross Revenue will be calculated on all money received by Contractor from any business carried on or upon said facilities, or any portion thereof, or from any other approved use of said facilities or any portion thereof without any deduction or deductions. The term Gross Revenue shall not include any sales taxes imposed by any governmental entity and collected by Contractor. Rent shall be paid on or before the tenth day of each month. Gross Revenue, shall also include Contractor's accounts receivables for stall rental if services are rendered regardless if of whether the Contractor collects the receivable.

d. Late Charges and Fees

If rent, or any other money due, is not paid in full on or before the due date, Contractor shall pay a late charge of \$300 per month. A past due amount balance of more than \$900 in late charges may result in the District issuance of a notice of default.

Contractor shall pay all bank charges incurred by the District, plus fifty dollars (\$50) handling fee for a bank dishonored check.

e. Recordkeeping

Contractor shall keep true, accurate, full, and complete business and financial records of its operations in a form and substance satisfactory to the District. The business and financial records shall accurately reflect all of Contractor's business transactions arising out of, or in any way connected with the operation of the Equestrian Center, Contractor's use and occupation of the facilities, and/or Contractor's rental obligations to the District. The books and records shall conform to District standards and practices for businesses of the type conducted on the facilities, and will be in accordance with generally accepted accounting principles.

Contractor shall submit to the District a monthly Gross Revenue report. Contractor shall provide financial records to the District monthly which list all revenue listed by source including a breakdown of all individual stall rentals, storage rentals, facility use fees, product sales and any other financial information requested by the District. The District has the right to audit the Financial Records at the discretion of the District at any time and from time to time.

Contractor shall maintain all business and financial records required under the Agreement for at least seven (7) years after the final payment of Rent under the Agreement or longer as directed by the District, and shall make Financial Records available for inspection or audit within two (2) weeks as requested by the District.

The District shall have the right from time to time, and at any time, upon reasonable notice, to conduct audits as it deems necessary and to examine and copy Contractor's books and records including all tax records. Contractor shall make all such records, books and tax returns available to the District upon the District request. Contractor acknowledges that any information obtained by the District pursuant to any inspection or audit shall be considered a public document, unless otherwise exempt, and subject to disclosure according to the Public Records Act.

26. Insurance

Individual Boarding Agreements and Special Event Insurance

All individuals boarding horses at the facilities, and any person, firm, or entity staging any special event using the facilities must provide the Contractor evidence of insurance coverage in the amount of a minimum one million dollars (\$1,000,000.00) combined single-limit commercial general liability insurance covering the Contractor and the District, and protecting the legal liability of the State of California, the California Fair Services Authority, the District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sub lessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the Agreement.

List as the Additional Insured

"That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sub lessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

27. Surrender of Premises

The District shall not be required to give notice to quit possession at the expiration of the Agreement. Contractor covenants and agrees that on expiration of the Agreement, or on an earlier termination as hereinafter provided, it will peacefully surrender possession of the facilities in good condition.

28. Default and Termination of Agreement

Notification of Default

In the event Contractor shall default in the performance of the terms or conditions of the Agreement, the District may notify the Contractor of such default in writing. Failure on the part of the District to notify Contractor of default in accordance with this Section shall not be deemed a waiver by the District or the District rights on default of the Contractor or such default at a subsequent time and such notice will have the same effect as if promptly made.

Correction of Default

Within five (5) days of receipt of written notice of default from the District, Contractor shall correct such default if the default is with respect to any payment required to be made by the Contractor or within ten (10) days of receipt of the written notice of default if it is of any other nature. In the event Contractor fails to correct the default to the satisfaction of the District within the time specified, or such greater period as the District may consent to by prior writing, the District shall have all rights accorded by law, including the right to terminate the Agreement. The Contractor shall pay all costs and attorney's fees incurred by the District in the enforcement of any provisions herein or within the Agreement.

Labor Dispute

In the event the Contractor cannot perform its obligations under the Agreement because of a labor dispute, such nonperformance will not be considered a default; provided however, that the District may provide for the continuation of an Equestrian Center, similar in operation to the Equestrian Center, until the labor dispute is settled. In the event the Contractor cannot perform said obligations for more than sixty (60) calendar days because of a labor dispute, the District shall have the option to terminate the Agreement upon thirty (30) days' notice.

Insolvency of Contractor

In the event a decree or order by a court having jurisdiction shall be issued (a) adjudging the Contractor bankrupt or insolvent; or (b) approving as properly filed a petition seeking reorganization of the Contractor under any section of the national Bankruptcy Act, as amended, or (c) ordering or approving the winding up or liquidation of the Contractor's affairs; or (d) appointing a receiver or a liquidator or a trustee in bankruptcy or insolvency proceedings against it, or shall file a petition or seek reorganization under any state insolvency law, or shall admit in writing its inability to pay its debts generally as they become due, or take any action in furtherance of any of the aforesaid purposes, or shall abandon the Agreement, then the District may terminate the Agreement. In the event of such termination, the Contractor shall be liable, without limitation, for all payments required to be made to the District up to and including said date of termination.

Acceptance of Payment

The acceptance of payment shall not constitute a waiver or estoppels of the District right to exercise its remedies for the breach of any of the terms or conditions of the Agreement.

29. General Conditions

Advertising, On-site Signage, Sponsorship

Contractor shall not advertise in any manner or form on or about the facilities except by means of such signage approved by the District.

Contractor is prohibited from entering into any sponsorship agreement on behalf of or in any way related to the Equestrian Center operations, without District prior written approval, which will be given in its sole and exclusive discretion.

Prohibition of Liens

Contractor shall not suffer or permit to be placed against the Equestrian Center, or any part thereof, any mechanic's, material men's, contractor's or subcontractor's liens arising from any claim for damages growing out of the work of construction, repair, restoration, replacement or improvement on the facilities or any other claim or demand howsoever the same may arise, but Contractor shall pay, cause to be paid, or bond against, all of said liens, claims or demands before any action is brought to enforce the same against the Equestrian Center; and Contractor shall indemnify and hold the District free and harmless from all liability for any and all such liens, claims, and demands, together with all costs and expenses in connection therewith.

Notices

Any and all notices given under the Agreement or otherwise may be served by enclosing the same in a sealed envelope addressed to the party intended to receive the same at its address, and sent by certified or registered mail with postage prepaid or personal delivery. When so given, such notices shall be effective five days after the date of the mailing of the same. For the purposes thereof, unless otherwise provided in writing to the parties thereto, the address of the District and the proper party to receive such notices on its behalf is:

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626
Attn: Chief Executive Officer

And the address of the Contractor is:

Equestrian Services II, Inc.
905 Arlington Ave
Costa Mesa, CA 92626,
Attn: Rick Hanson, President

Successors

Each and all of the terms and conditions herein contained shall be binding upon and shall inure to the benefit of the successors in the interest of the District and, subject to the provisions as to assignment, any successors in interest of the Contractor.

Entire Agreement

The Agreement, together with all Exhibits attached hereto, constitutes the entire Agreement between the parties hereto. All other representations or statements heretofore made, verbal or written are merged herein.

Headings

The headings of the Agreement are inserted only as a matter of convenience and reference and do not define or limit the scope or intent of any provisions of the Agreement and shall not be construed to affect in any manner the terms and provision hereof or the interpretation or construction thereof.

Acceptance Agreement Terms and Conditions

Contractor accepts and agrees to the Agreement Terms and Conditions set forth which are incorporated herein.

30. Equestrian Center List of Facilities

9 Barns:

Each barn has 2 tack room/offices

Barns represent 188 - 12X12 box stalls

Current configuration has 14 stalls used as additional tack rooms E

Equestrian Center Office with restrooms and showers

Maintenance/Operations shop

Staff Quarters (trailers located on the east end of the facility)

Covered feed area

Covered storage area

Shavings/Manure pit

Equipment storage area

4 Riding Arenas:

Mesa 255 x 160 (lighted)

Orange 200 x 160 (lighted)

Arlington 200 x 140

Dressage Arena

3 - Round pen

3 - Hot walkers

2 - Turnouts

1 - Wash rack

1 - Covered Ferrier area

1 - Storage

1 - Picnic area

PREVAILING WAGE (If applicable)

Bidders must comply with prevailing wage compliance.

In accordance with the provisions of Section 1773 of the Labor Code, the general prevailing rates of wages applicable in the county in which the work is to be done are those rates established and published by the Director of the Department of Industrial Relations. Rates can be viewed at

<https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #:

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoice shall be itemized and contain the District's Purchase Order number. Invoice to be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

PAYMENT RATES

- 1 - Minimum monthly installments of \$3,000.00
- 2 - Ten percent (10%) of Contractor's monthly gross revenue each month.
- 3 - Payment terms will conform to subparts (c) and (d) of this Paragraph 25.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

Page 1 of 4

GTC 04/2017

1. APPROVAL:

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION:

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES:

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 2 of 4

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 3 of 4

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 4 of 4

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

Page 1 of 4

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 2 of 4

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 4 of 4

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

Page 1 of 3

California Fair Services Authority #21-11

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
 1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. For individual events, the specific event dates must be listed, along with all set-up and tear down dates.
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

Page 2 of 3

information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
- c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
- d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
- e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

- B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

- C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect;

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

Page 3 of 3

and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN’S LAW SCREENING CERTIFICATION AND LISTING

Page 1 of 2

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ Contact Telephone : _____

Type of Company/Organization (Circle one):	Contractor Entertainer	Consultant Exhibitor	Concessionaire Volunteer
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Other/Explanation if Needed:

The undersigned represents and warrants that attached to this Megan’s Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above (“Contractor”) during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OC FEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OC FEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OC FEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney’s fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor’s obligations under this Megan’s Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OC FEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OC FEC with respect to the sole negligence or willful misconduct of the OC FEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan’s Law Screening Certification and Listing on behalf of Contractor.

Company/Organization Representative’s Signature

Title of Representative

Printed Name

Date

Page 2 of 2

[illegible]

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

PROCEDURE FOR: Uniforms for Contractors and their Employees.

PPE (Personal Protective Equipment): Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

Purpose: To ensure all OCFEC contractors, including employees, are wearing company approved uniforms when present in a working capacity at the OCFEC.

Procedure: 0004

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") shall wear their own company uniform at all times when working on OCFEC property, including without limitation, the Pacific Amphitheatre, The Hangar and Action Sports Arena.
2. A uniform can be a logo T-shirt, polo style shirt or full button down shirt; if a jacket (or outerwear) is also required, the jacket must have the company logo on the front of the jacket. OCFEC will require pre-approval of the company uniform style and logo. The company logo must be highly visible and non-offensive in nature and at the discretion of OCFEC management.
3. If a Contractor wears a jacket (or outerwear), the required photo identification must remain visible at all times. (see OCFEC Contractor Photo Identification Procedure)
4. If any OCFEC Contractor is not in the approved attire, they may be asked to stop work until a reasonable solution can be found.
5. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Uniform Policy, OCFEC management will ask the Contractor to permanently replace that employee.
6. If any OCFEC Contractor continuously violates any OCFEC procedure, management may ask the Contractor to replace that employee until they are able to comply.

Responsibilities: All staff, Supervisors, Managers, Directors, Vice Presidents

Review: July 1, 2021 - Annually in January

PROCEDURE FOR: OCFEC Contractors and their Employees wearing identification in the Pacific Amphitheatre, back stage and on OCFEC property.

PPE (Personal Protective Equipment): Break-away OCFEC photo identification card lanyard.

Purpose: To ensure all contractors and their employees are properly wearing required identification.

Procedure: 0005

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") must wear OCFEC approved or supplied photo identification cards around their neck or in another highly visible area at all times while working for the OCFEC. (Note: an additional clip option is available due to work requirements).
2. The OCFEC department Director responsible for the work area will provide a complete list of all Contractors to badging trailer personnel. All Contractors must visit the OCFEC trailer to have their photograph taken and to be provided with their OCFEC photo identification card and a break-away lanyard (and/or clip if requested by the contractor)
3. The OCFEC department Director responsible for the work area will provide a copy of this OCFEC Contractor Photo Identification Procedure to all contractors to review and this OCFEC Contractor Photo Identification Procedure shall be incorporated as part of all OCFEC contracts.
4. Contractors may not access the backstage area of the Pacific Amphitheatre without a backstage pass, which must be pre-approved by the OCFEC department Director.
5. The Entertainment Director will gather names and develop a backstage pass list. The list will be evolving. The full list, along with updates, will be shared with Pacific Amphitheatre back stage Security Manager for their information and use. All Pacific Amphitheatre backstage passes must be worn by the OCFEC Contractor as described above.
6. OCFEC Vice Presidents and the Chief Executive Officer may submit names for the assignment of a Pacific Amphitheatre backstage pass. Submission of names must be sent to the Entertainment Director for addition to the master list and for fulfillment.
7. OCFEC Department Directors may submit names for consideration for the assignment of a Pacific Amphitheatre backstage pass provided these people have a purpose for being there. Requests should be sent by Directors to their Vice President for approval and then onto to the Entertainment Director for fulfillment.
8. All Contractors must be courteous and cooperative when at any venue access point, entry, gate or if approached by Security/Law Enforcement for ID inspection.
9. Contractors will be allowed in the Pacific Amphitheatre backstage area only to perform job functions. Once the Contractor completes the Contractor's job functions in the Pacific Amphitheatre backstage area, Contractor must immediately leave the area.
10. Contractors not properly wearing approved OCFEC identification will be asked to put their identification on. If they do not have their identification and their contractor status can be verified, they will be assigned a temporary pass. If their contractor status cannot be verified, they will be asked to leave property and only return with their approved identification.
11. If any OCFEC Contractor continuously violates any OCFEC procedure, management may ask the Contractor to replace that employee until they are able to comply.

Responsibilities: All staff, Supervisors, Managers, Directors, Vice Presidents

Review: July 1, 2021 - Annually in January

By signing this form, the bidder has read and understood OC FEC's policies above, and is agreeing to follow all procedures.

(Print Name & Title)

(Signature)

(Date)

If this status form is not completely filled out, signed and submitted with bidder's response to the RFP, the bid will be rejected as non-responsive.

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

Page 1 of 5

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 2 of 5

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 3 of 5

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 4 of 5

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. FORCE MAJEURE

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.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 5 of 5

23. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

24. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.

The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

25. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

26. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

Page 1 of 3

1. SCOPE

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. SICK, ELDERLY AND VULNERABLE PERSONS

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. PHYSICAL DISTANCING IN THE WORKPLACE

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, "Business Partners") conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

Page 2 of 3

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OCFEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

Page 3 of 3

8. EVENT ORGANIZATION PROTOCOLS

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

9. FURTHER ACTION AS NECESSARY

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____

OCFEC BUSINESS PARTNER

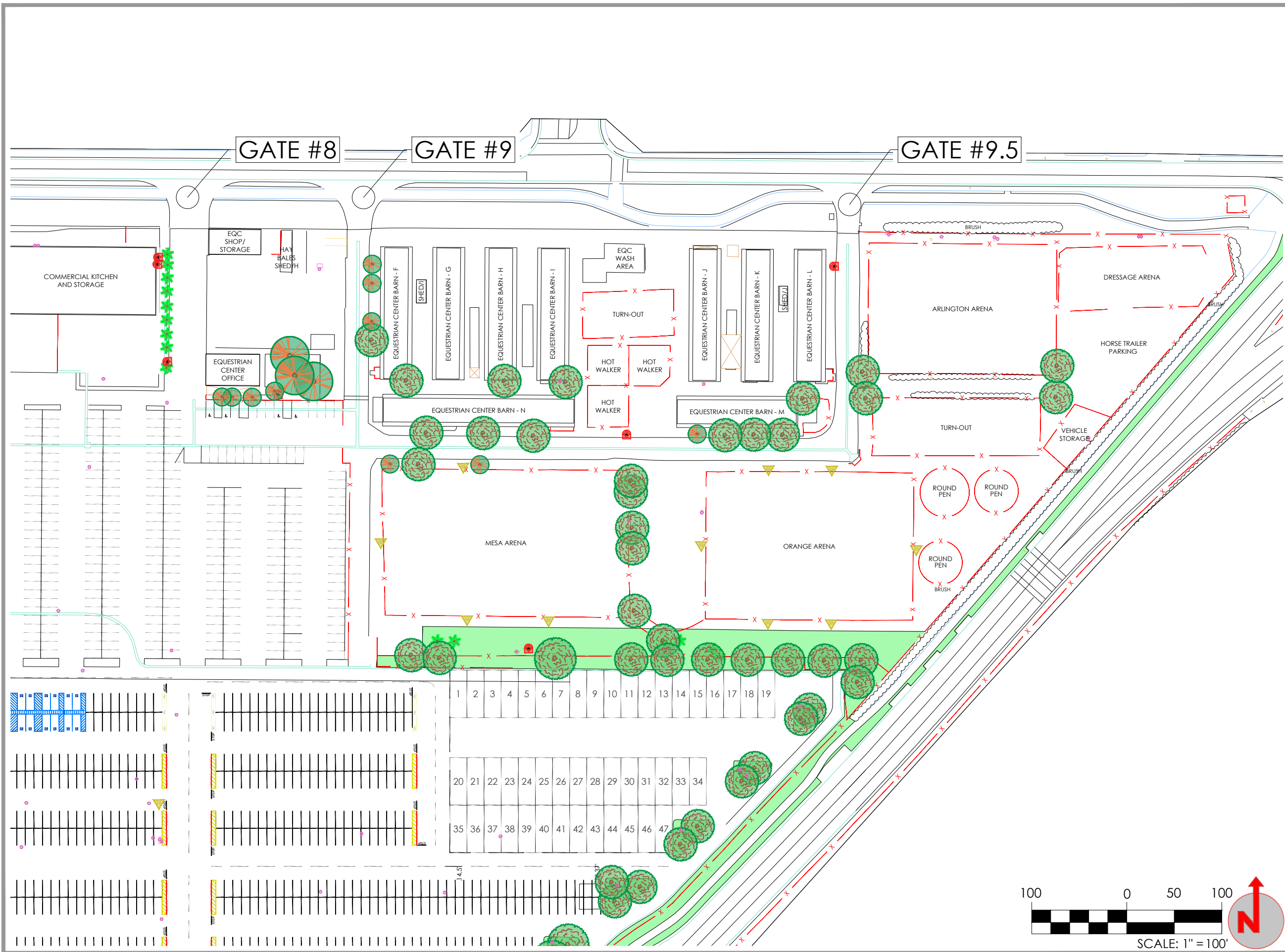
Signature

Address

Address

-End Exhibit I-

EXHIBIT J – FACILITY MAP, MAY 17, 2018 LETTER, PHOTOS, POLICIES & PROCEDURES, SB1383



Notes:

SITE UTILITY SYMBOLS:

	FIRE SAFETY		LIGHT POLE
	WATER		ELECTRICAL

EQUESTRIAN CENTER

O.C. FAIR & EVENT CENTER
88 FAIR DR., COSTA MESA
CALIFORNIA 92626
WWW.OCFAIR.COM

PROJECT START:
2021-11-08

REVISION:
1.0

PLOT DATE:
2021-11-08

CHECKED:
JJ

PROJECT NAME:
OCFEC - TEMPLATE - 21.11.05

SITE LOCATION:
O.C.F.E.C. - SITE

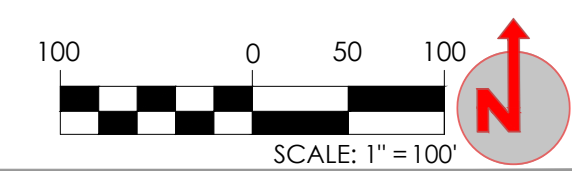
SCALE:
1:100

PLOT STYLE:

P.A.

PROJECT NO:
OCFEC:S-2021

DATE:
2021-11-08





May 17, 2018

Rick Hanson
Via email: rickhanson59@yahoo.com

Re: Letter of Consent

Dear Mr. Hanson,

This letter is in response to your request to have your employee(s), that care for the Equestrian Center facility twenty-four hours a day be housed in trailer(s) on the OC Fair & Event Center grounds on the Equestrian Center location.

OC Fair & Event Center management has reviewed the current contract which states on page 10, section 20, paragraph 2: *"Contractor may house staff on the premises with written consent of the District provided the staff are full time employees working at the equestrian center on behalf of the contractor. Staff will only be housed in the existing living quarters in the shop building immediately north of the Equestrian Center Office. All living quarter conditions and improvements must conform to the California Unified Building Code, will be constructed at contractor's expense, and will be considered improvements as set forth in Paragraphs 6 © and 24(g) of this Agreement."*

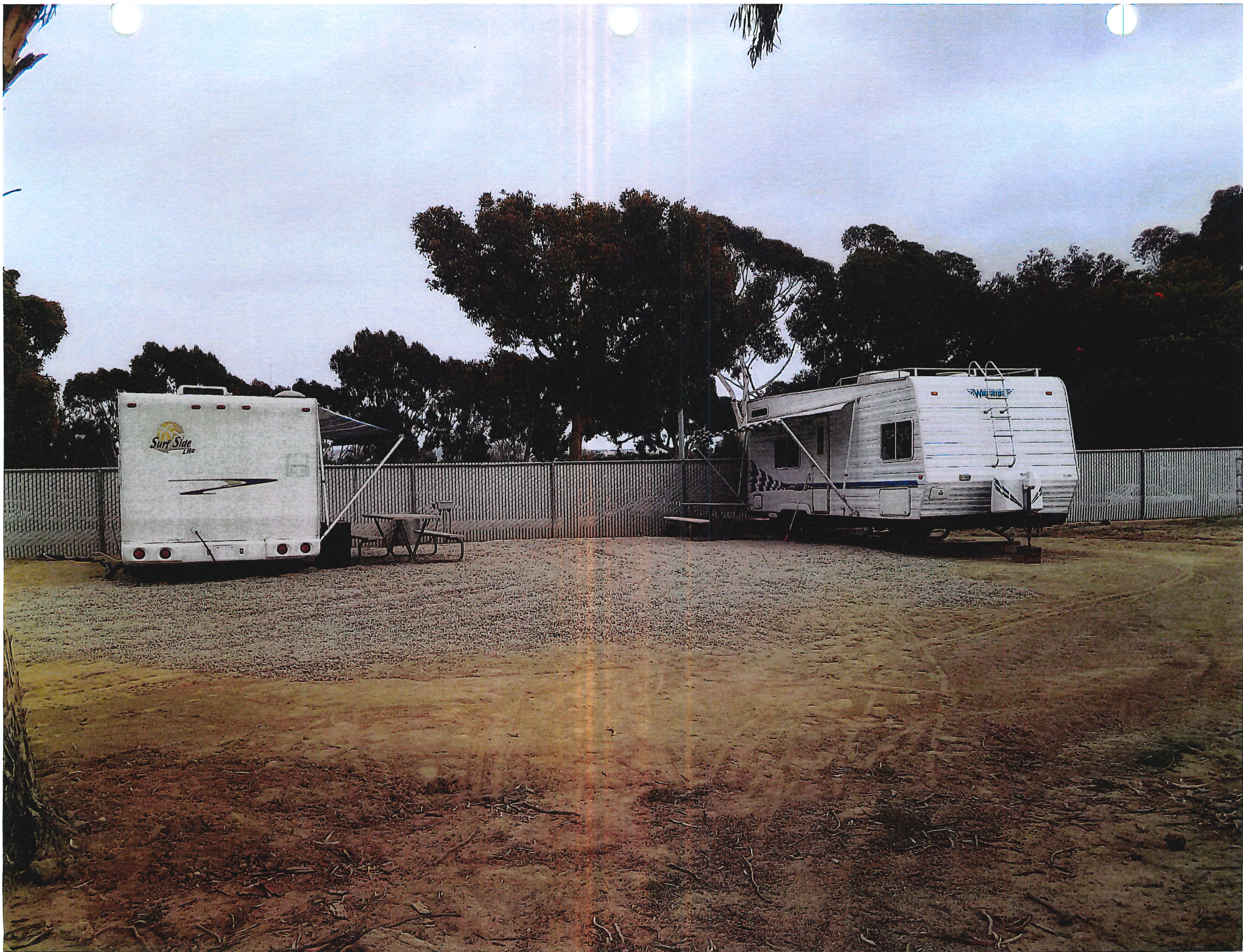
Due to the recent challenges of being compliant with the California Health and Safety Code and the State Fire Marshal's Regulations and in the spirit of the contract we believe your request for staff being housed in trailer(s) until long term solutions can be enabled is a reasonable and acceptable request.

We require you ensure the trailer(s) are properly connected to a potable water source, sanitary sewer and appropriate electrical. Also the trailer(s) must be outfitted with approved fire extinguishers, smoke detectors and carbon monoxide detectors.

Sincerely,

Ken Karns, VP Operations
OC Fair & Event Center

cc: Kathy Kramer, CEO
OC Fair & Event Center





Policies & PROCEDURES



OCFEC Year- Round Event Program

Policies & Procedures

ACCESS BY FACILITY PERSONNEL

In performance of their duties, Facility personnel shall have the right to enter the areas contracted by the Renter. Specific hours may or may not be designated. At all times, Renter will honor the official OCFEC identification credentials worn by OCFEC personnel.

ADVERTISING

A signed and executed event rental agreement is required prior to any advertising or promotions of the event. All advertising and promotion materials, including press releases, flyers, radio and/or television spots, website content and exhibitor packets shall be reviewed and approved by your OCFEC event coordinator prior to production.

The OCFEC shall be referred to as "OC FAIR & EVENT CENTER" - in all marketing materials, public listings, radio/print/TV broadcast advertising, external & on-site signage, vendor information, public communications, collateral reference, internet listings, media alerts, media interviews, press releases, and all references, and all reference to property identification of the event. All other references to the property location are deemed invalid. For further information see the OCFEC branding guidelines available at www.ocfair.com or your OCFEC event coordinator.

As stated in the CPC (California Penal Code) section 556-556.1 Renter shall not unlawfully place, post, erect or display any signs or forms of advertising on any public street or thoroughfare or any private property which pertains to your contracted event at the OCFEC. Failure to adhere to this provision may result in the cancellation of future bookings.

AIR CONDITIONING AND HEATING

Air-conditioning and/or heating are provided during published event hours only and included in the rental rate for the building. Requests for air conditioning and/or heating during non-event periods will be charged at the prevailing rate.

ALCOHOL

Alcohol brought on the grounds by exhibitors, attendees or show personnel is strictly prohibited. The OCFEC Foodservice Provider shall only serve alcoholic beverages on the OCFEC property. Exception to this policy shall only be valid with written OCFEC approval.

AMERICANS WITH DISABILITIES ACT

While the OCFEC will provide those accommodations that are structural in nature, the Renter shall provide those accommodations that are show specific such as wheelchairs, guided escort services to a specific booth, but not to all exhibits.

An Equal Access Guide has been developed by the OCFEC for the public use. Copies are available at ocfair.com. For more information contact your Event Coordinator.

ANIMALS

With the exception of guide, signal or service dogs, animals are not allowed on the property without prior written approval from the OCFEC. Approval is based on whether the animal is legitimately part of a show, exhibit or activity requiring the use of animals. If allowed, the Renter is ultimately responsible for the liability associated with animals and the sanitary needs.

ARTIST CONTRACTS

Renter shall provide, on demand by the OCFEC, a copy of a fully-executed contract with artist(s) scheduled to perform during its event.

ATM SERVICE

ATM's shall only be provided by the OCFEC. Renter shall request ATM services and preferred location(s) no later than 60 days prior to the start of their event.

BOARD OF EQUALIZATION

State of California Board of Equalization requires the Renter shall provide their exhibitor list to the Board of Equalization no less than thirty days prior to their event.

BUSINESS LICENSE

A Business License is required from the City of Costa Mesa for any event generating income at the OCFEC.

BOOKING POLICY

COMPETING EVENTS

Non-Profit Events and Trade Shows

Competing events where more than 50% of the event is similar in nature shall not be scheduled within 30 calendar days of each other.

Public Consumer Shows

Competing events where more than 50% of the event is similar in nature shall not be scheduled within 45 calendar days of each other.

EVENT SELECTION CRITERIA

Below are the various points evaluated by OCFEC:

Available Space - Determines if the desired space of the applicant is available and does not negatively affect other users of the OCFEC property.

Available Dates - Determines if the desired dates of the applicant are available and does not negatively affect other users of the OCFEC property.

Scope of Event - Determines if the scope of the event can be effectively supported by the available infrastructure of the OCFEC property. In addition, evaluates to ensure the event is within the mission and values of the OCFEC.

Competing Events - Determines if the applicant's event may compete with a similar or like event within the date range designated in the Competing Events Policy.

Safety Concerns - Determines any safety risks and liabilities that may be caused by the requestor's event. Renter Experience - Determines and evaluates the event experience of the Renter.

Venue References - Determines and evaluates past experience of the requestor's event at other venues.

Bank References - Determines and evaluates the requestor's experience and credit worthiness with their bank.

Event Business Plan - Determines and evaluates the requestor's proposed business plan for the event. Financial Return to OCFEC - Determines and evaluates the proposed net financial gain from the event. This includes evaluating the estimated rent and ancillary revenue vs. estimated event expenses.

OCFEC PRODUCED EVENTS

OCFEC sponsored events, including the annual Orange County Fair and annual Imaginology, take precedence over any event. If OCFEC schedules an activity that interferes with a booked event, an alternate date or location will be provided, or all monies will be refunded.

BOOKING PROCESS

Application/Proposal:

Requested dates more than 24 months prior to the proposed event shall not be considered. An OCFEC completed event

application is required for all booking requests. OCFEC, at its sole discretion may consider an event proposal as an application in cases where additional information is necessary to evaluate the request.

Selection Criteria:

- Available Space
- Available Dates
- Scope of event
- Competing Events
- Safety concerns
- Renter Experience
- Venue References
- Bank References
- Event Business Plan

Review:

Review of completed applications/proposals typically takes 5 to 15 business days. Review of applications involving more complex events typically takes 15 to 30 business days.

At the conclusion of the review process, a draft rental agreement will be developed or a letter of denial will be sent to the applicant. It is important to understand that an event is not considered approved until a final rental agreement has been signed by both the Renter and the OCFEC. The first scheduled payment is submitted according to the terms in the rental agreement.

CAMPING

Rates:

- Individual Campers shall be charged according to the current on the OCFEC rate sheet.
- Trailer Rallies shall be charged according to the current rates on the OCFEC rate sheet.
- Exhibitors with a contracted OCFEC event shall be charged according to the current rates on the OCFEC rate sheet.
- Camping rates include a designated space with electrical and water service. Sewer service is based upon availability.
- Camping rates are applied for each overnight stay.
- Payments shall be made at the Department of Public Safety Office just inside Gate 5.
- Cash is the only acceptable form of payment.

Campground Hours:

- For the enjoyment of your fellow campers please observe the quiet hours between 10 p.m. and 7 a.m. Generators may not be run during those hours.
- Gate 5 is closed from 12 midnight to 6 a.m.

- Campers may stay up to a maximum 14 consecutive days per visit. There must be a break of 7 days between visits with a maximum of 60 days per year.

Utilities:

Power available at each camping space is a 50 Amps 240 volt straight blade connector and a standard 20 Amp 120 volt household receptacle.

Water connection is available at each camping space. Sewer connections are only available at designated locations.

A dump station is available within the campground and is included in the nightly rate charged to use the facility. Please do not dump wastewater anywhere else within the campground or the OCFEC.

Contacts:

In case of emergency or any other condition that requires immediate attention, please contact our Department of Public Safety at (714) 708-1588 (24 hours a day) or visit the Department of Public Safety Office just inside Gate 5.

Rules & Regulations:

- Vehicles must display the proper OCFEC issued permit at all times.
- Second vehicles must have an OCFEC issued permit to leave and re-enter.
- Speed limit is 10 mph.
- RV sites must be kept clean for the enjoyment of all our guests.
- Pets are to be kept on a leash at all times and are to stay within the campground only.
- Pets must be cleaned up after immediately.
- Pets are not to be left alone tied to a vehicle. If you leave your pet in your RV, make sure there is adequate ventilation.
- Any type of fencing or barrier is not permitted.
- One RV and one vehicle per site.
- Guests must pay for all extended stays by 10 a.m.
- Drugs, weapons, fighting, lewd conduct, reckless driving, speeding, motorized/non-motorized scooters and skateboards are not permitted.
- Non-contained fires for cooking or heating are not permitted.
- Any guests, their children or visitors who become a nuisance will be asked to leave.
- The Rules and Regulations must be adhered to, as well as any other directions given by the OCFEC Department of Public Safety. Any violators of the above policies will be asked to leave the property without refund.
- OCFEC management has the right to close the campground at any time without prior notice. Every effort to find an alternate location will be made.

PURSUANT TO THE CALIFORNIA RECREATIONAL VEHICLE OCCUPANCY LAW, THE "RECREATIONAL VEHICLE MAY BE REMOVED AS SPECIFIED IN SECTION 799.22..." FOR FAILURE TO PAY OR FAILURE TO COMPLY WITH PARK CAMPING POLICY.

**CIVIL CODE SECTIONS 799.22, 799.43 AND 799.58
ORANGE COUNTY SHERIFF'S DEPT. (714) 288-6742**

CANCELLATIONS OF EVENT RENTAL AGREEMENT

Renter understands that if the event Rental Agreement is not returned within 10 business days upon receipt and/or payments are not made by the due dates stated in the rental agreement, OCFEC reserves the right to cancel the Rental Agreement without further notice.

365 calendar days or more prior to the start of the event, the Renter is responsible for a flat fee of \$1,000 vs. the amount due to date of cancellation in the signed rental agreement (whichever is greater). The fee shall serve as the liquidated damages to the OCFEC for the loss of business.

180 calendar days to 364 calendar days prior to the start of the event, the Renter is responsible for all payments made to date to OCFEC as agreed in the signed rental agreement. Payments received shall serve as the liquidated damages fee to the OCFEC for the loss of business including the loss of the event ancillary revenues.

Renter is required to submit all event rental agreement cancellations in writing by mailing a certified letter to the OCFEC. When the certified letter is received and accepted by OCFEC this will designate the official date of cancellation.

CANNABIS

The 32nd District Agricultural Association (OC Fair & Event Center) does not book cannabis-related events at the OC Fair & Event Center for several reasons, including without limitation, the City of Costa Mesa's Marijuana Ordinance and the OC Fair & Event Center's close proximity to schools, parks, day care centers and other areas where minors gather. This policy also extends to existing events which are prohibited from including cannabis products or activities, cannabis-related products or activities or drug paraphernalia during events held at the OC Fair & Event Center. The OC Fair & Event Center does not permit any sponsor, vendor or exhibitor to include in any marketing, advertising or information for an event held at the OC Fair & Event Center, any promotion, information or advertisement from cannabis dispensaries or third-parties that sell or promote cannabis-related products or drug paraphernalia. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products, cannabis-related products or drug paraphernalia during any event at the OC Fair & Event Center. Notwithstanding the foregoing and consistent with California law, the OC Fair & Event Center permits the sale, promotion and display of products containing seeds derived from industrial hemp, industrial hemp seed oil, or hemp seed oil derived from industrial hemp.

CARDBOARD

In an effort to be environmentally responsible, all cardboard material on the OCFEC is baled and recycled. Renter is required to ensure all cardboard boxes are broken down and placed at designated dumpsters outside the building. Renter will be charged accordingly for additional labor charges for boxes that are not broken down and placed in the designated area. Renter is further required to ensure all exhibitors; contractors and decorator abide by this policy.

CARPETS, FLOORS & WALLS

Renter is responsible for all damage to carpets, floors & walls during an event. Understanding that temporary stains will occasionally occur, Renter shall be responsible for cleaning costs associated with the removal. If carpet/wall coverings cannot be sufficiently cleaned or if the damage is severe (cuts, rips or tears) Renter shall be responsible for the costs of the carpet or wall covering replacement. Renter installing temporary carpet or wall coverings shall be responsible for any residue left from the removal of the carpet or wall coverings.

Renter shall not be permitted to use staples, pins, tack and nails to affix to any walls within the OCFEC facility. Renter shall be responsible for any holes or marred wall surfaces from the use of tape. Renter shall be responsible for any tape residue left on the floors.

Renter shall be responsible for any wires left on the walls or floors.

Renter shall be charged according to the current rates in the General Pricing booklet for any labor or equipment necessary for the repair or removal costs.

CARTS

All carts shall obtain a valid cart number issued by OCFEC and shall remain affixed to the front of the cart in a visible area at all times while driving on the grounds of OCFEC.

It shall be the policy of the OCFEC that all users of electric, gas, or similar type carts obey the policy as set forth in this document. This policy was established so that all users of these carts and the others around them are able to travel on the grounds in a manner that is as safe as possible. The OCFEC is public property and in addition to the rules stated in this policy the California Vehicle Code is enforceable at all times.

Cart use on the grounds of the OCFEC is not a right but a privilege. The privilege is regulated by Fair Management and can be revoked for any violation of the rules at any time.

Drivers shall:

- Be 18 years of age or older.
- Possess a valid and unrestricted driver's license while operating the cart.
- Never drive more than 10 MPH at any time on the grounds.
- Always be courteous and polite when operating the cart.
- Make sure every rider is seated. Riding on a dashboard or on someone's lap is not permitted. All arms and legs must be inside the cart at all times.
- Always apply the parking brake when leaving the vehicle and take the key.
- Keep a minimum of three (3) feet between you and the closest pedestrian.
- Remember that pedestrians always have the right of way. Do not honk the horn or tell people to "get out of the way" to get by them.
- Always watch for darting children.
- Not overload the cart with cargo. Cargo may not be placed in the cart in a manner which blocks the driver's view, makes the cart unbalanced, or in which the load extends from the cart in an unsafe manner.
- Wait until the cart comes to a complete stop before letting anyone get in or out.
- Never leave a cart blocking any roadway or pedestrian walkway.
- Obey the rules of the road at all times
- Not drive a cart at any time while under the influence of drugs or alcohol.
- Not consume alcohol while operating a cart.
- Not operate carts on the grounds during the hours the fair is open to the public, or when otherwise directed by OCFEC Management or their representatives.
- Insure that carts are only be used for business purposes, i.e. moving product, equipment, etc. Do not use the carts for personal use. (Not applicable for certain events)
- Tampering with any cart at anytime, in any manner will result in loss of driving privilege. In the case of OCFEC staff, disciplinary action up to and including termination may result.
- Driving any vehicle in an unsafe manner will result in loss of driving privileges. In the case of OCFEC staff, disciplinary action up to and including termination may result.

COORDINATION & COMMUNICATION

Your OCFEC Event Coordinator has been assigned to your event to provide the event expertise and coordination necessary to successfully host your event at OCFEC. It is important that all communications relating to OCFEC services and venues are through your OCFEC Event Coordinator. It is the responsibility of your Event Coordinator to

communicate your event needs to other OCFEC Departments. Please ask your Event Coordinator if you need further clarification.

CONTRACTOR REGULATIONS

Renter must provide a list of contractors that will be used during the event at least thirty (30) days prior to the first move-in day. The list assists us with the preplanning of services and security program.

Proper conduct and behavior is a must while working at the OCFEC. Contractor Staff shall conduct themselves in a professional manner at all times, which includes following all policies and procedures governing the OCFEC.

Abide by the Standard Operating Policies of the OCFEC and OSHA as they relate to the safe operation of equipment and machinery. For more information on the OSHA requirements visit www.osha.gov.

Train appropriate staff to an industry standard, in the safe operation of all equipment and machinery. This includes training and enforcement of standards established by OSHA.

Contractors are required to maintain an orderly and efficient job site, which includes:

- proper and orderly storage of on site equipment
- equipment stored in service corridors are to respect aisles, facility preparation areas and emergency exits
- removal of all unnecessary equipment from the facility in a timely manner
- removal of all extraordinary amounts of waste from the facility in a timely manner
- if the renter's contracted company leaves any equipment or supplies behind, the Renter is responsible for coordination of pickup of these items with the company. Renter understands that there may be an additional cost for items left after the event.

COURTESY CREDENTIALS

Renter understands that they shall provide courtesy credentials in order for OCFEC management, staff and Board of Directors to attend and monitor the event.

COMPLIANCE WITH LAWS

The Renter, its exhibitors, patrons and other persons connected with this event, shall observe and comply with all laws, statutes, ordinances, rules and regulations of the Government of the United States, State of California, County of Orange and the City of Costa Mesa including but not limited to the Americans with Disabilities Act. Renter shall indemnify, defend (at the OCFEC option) and hold harmless the State of California and OCFEC from all damages, costs and expenses in law or equity arising out of the Renter's failure to comply with applicable laws, statutes, ordinances, rules, regulations or acts. The cost of such compliance is the responsibility of each Renter, Exhibitor or Patron.

CRISIS COMMUNICATIONS

OCFEC Event Coordinator and Department of Public Safety shall be notified immediately if a major incident occurs during your event that threatens the safety or welfare of visitors, employees or equipment including incidents that require assistance from an emergency agency such as fire, police or paramedics. Once notified and if deemed necessary, the OCFEC Communications Department will take the lead in handling all media inquiries regarding the incident. OCFEC staff will work with your organization to develop communications materials and manage the media effectively and in a timely manner.

DAMAGE

Damages to the OCFEC facility shall be the sole responsibility of the Renter. The Renter shall be solely responsible for the damage caused by the Renter's exhibitors, employees and patrons. Damage costs will be itemized and deducted from the refundable deposit following the event.

DEADLINES

The Rental Agreement shall be due back and signed within 10 business days upon receipt. Rental Agreements not

received within 10 business days upon receipt shall be subject to cancellation. Rental Agreement payment deadlines are designated in the Renter's agreement.

The following is a list of general items and their due dates. Renter understands that any item that does not meet the deadline may be subject to late fees or cancellation of the rental agreement.

Due at time of event Request:

- Proof of Non-Profit Status (IRS 501©3) Permit

Due Prior to solicitation or selling vendor space:

- Preliminary Floor Plan
- Publications (Public and Vendor)
- Public Information Form
- Signed Rental Agreement

Due 60 days prior to the event:

- Certificate(s) of Insurance

Due 30 days prior to event:

- Final Floor Plan
- Foodservice & Sample Request Form
- Contractor Listing

Due 21 days prior to event:

- Electrical Floor Plan

DECORATING COMPANIES

Your Event Coordinator can provide a list of companies familiar with OCFEC upon request. OCFEC does not have an exclusive arrangement with a decorating company.

DECORATIVE MATERIALS

Nothing may be taped, nailed, stapled, tacked or otherwise affixed to ceilings, walls, painted surfaces, fire sprinklers, columns or windows. Please inform all show personnel and exhibitors of this policy. Check with your Event Coordinator for further information on appropriate displaying methods at the OCFEC. Damages or clean-up resulting from the improper use of these materials will be itemized and deducted from the Refundable Deposit following the event.

DESIGNATED RENTER STAFF

Renter shall provide the OCFEC Event Coordinator with a list of Renter staff and their designated areas of responsibilities. The staff list should include a clear indication of those staff members authorized to obligate Renter for charges for services, personnel and equipment.

DUMPSTERS

OCFEC shall charge for each dumpster utilized at each event. This includes dumpsters used during move-in, event and move-out periods. The current charge is available on the OCFEC General Pricing Information. Dumpsters used will be itemized and deducted from the Refundable Deposit following the event.

ELECTRICAL SERVICES

The OCFEC requires all electrical work inside or attached to disconnect switches, panels, motor control centers, panel boards and other electrical equipment be controlled by OCFEC Electrical staff only.

Outside Electrical contractors shall only be allowed on the property with the written permission of your OCFEC Event Coordinator.

Approved Electrical contractors shall follow the OCFEC contractor policies.

All electrical equipment used for lighting, sound, exhibit equipment, or other effects must meet applicable National Electrical Code and OCFEC requirements. Electrical fixtures and fittings must be UL listed and so marked. OCFEC reserves the right to withhold electrical power until any violation of the codes is corrected and the OCFEC electrician approves the correction.

All electrical specifications and exact desired electrical locations shall be detailed on an OCFEC based CAD layout and provided to your OCFEC coordinator within 21 days of your event. Additional fees and penalties may be charged to the Renter if the layout is not detailed or is provided to OCFEC less than 21 days of the start of your event.

All labor hours provided by OCFEC Electricians and equipment used for each event shall be charged to the Renter at the applicable rates shown on the most current OCFEC General Pricing Information. OCFEC Electrician labor include all hours utilized for installation of electrical equipment, monitoring and responding to Renter requests during move-in, event, move-out periods and removal of electrical equipment.

OCFEC reserves the right to inspect and approve or reject all electrical installations.

Renter shall be responsible for any equipment that is either damaged or lost when OCFEC Electricians remove the electrical equipment following the event. Damage or lost equipment shall be itemized and deducted from the Refundable Deposit following the event.

Please contact your OCFEC event coordinator for questions.

ELECTRICAL CORDS

Cords are not permitted to run across any public access way including aisles and roadways. There is to be a clearance of three feet left in front of any electrical panel. No zip cord (household extension cords (2) prong wiring will not be permitted).

EQUIPMENT RENTAL

The OCFEC equipment inventory is usually adequate to accommodate several simultaneous events and current prices can be found on the current OCFEC General Pricing Information. Please let your Event Coordinator know what your needs are at least 30 days prior to your event. Equipment rental requests less than 30 days prior to the event may incur additional fees to the Renter. When the inventory is exhausted, Renter must make arrangements for additional equipment at its own expense.

EVENT COORDINATOR

An Event Coordinator will be assigned as the primary liaison between the Renter and the OCFEC Facility staff. Renter's Event Coordinator will be the primary Facility contact for all phases of the event.

EVENT EXPENSES

In addition to the facility fee for the building and/outdoor space rented for your event, the following is a list of potential event expenses, which could be incurred, depending on your needs and the scope of the event. This list is meant to be a representative checklist and may not be all-inclusive.

- Advertising services
- Bank Services
- Armored car service
- Cart Rental
- Audio / Visual services
- Clean up services

- Damage to facility
- Decorator
- Electrician Services
- Equipment damage/loss
- Equipment rentals
- Event Staff
- Grounds Services
- Fire Department / Marshall Services
- First Aid Services
- Floor Plan Design
- Forklift / Genie Lift
- Hotel Lodging
- Insurance
- Internet Services
- Janitorial Services
- Law Enforcement Services
- Marketing Services
- Merchandise Fee Percentage
- Parking Services
- Permit Approvals
- Plumbing Services
- Public Relations Services
- Receptionist Services
- Radio rental
- Registration services
- Rigging
- Security Services
- Service contractors
- Shuttle Services
- Sound Engineer/Monitoring
- Stage Rentals
- Technical Services
- Telecom Services
- Tent Rental
- Ticketing Services
- Traffic Control Services
- Trash collection Services
- Trash Disposal Services
- Ushers
- Utility charges

Please contact your OCFEC Event Coordinator to determine what is needed for your event, current rates, projected OCFEC reimbursable expenses and a list of outside service providers.

EXCLUSIVE SERVICES

The following exclusive services are provided at the OCFEC. Renter understands that the following services shall only be provided by the OCFEC. Exceptions are required in writing from OCFEC. Labor and equipment charges for the following services are available in the current OCFEC General Pricing Information.

- All catering and concessions food and beverage services, OCFEC exclusive provider is Ovations Food Services. Your event coordinator will put you in contact with them for any Food & Beverage requirements/needs.
- Electrical Services
- Plumbing Services
- Janitorial Services
- Building/Grounds Trash Collection Services
- Parking/Traffic Services

- Phone Services, OCFEC exclusive provider is AT&T Please ask your Event Coordinator for further clarification.

EXHIBIT DISPLAYS

As a general policy, exhibitors are responsible for providing or arranging for their own carpeting in the booth area. Renter or exhibitors shall also be responsible for the cleaning and maintenance of the carpet.

EXHIBITOR LOAD IN/LOAD OUT

Exhibitor load in/load out parking will be restricted to the sides and rear of all buildings and limited based upon the amount of equipment or supplies being loaded. OCFEC Parking personnel will ensure all vehicles have the appropriate loading permit visible in the vehicles dash board, keep access roads clear, keep vehicles out of no parking zones and monitor to ensure vehicles are promptly removed from the loading area when loading is complete.

All vehicles and trailers are required to be removed from the loading areas before the event is open to the public. The OCFEC Event Coordinator may delay the opening of an event until vehicles have been moved from the loading area to their designated parking area.

Renter shall receive pre-approval from their Event Coordinator of all exhibitor and public materials related to exhibitor loading, parking and traffic direction prior to release.

FACILITY CLEANING

The OCFEC delivers a "broom clean" floor to all venues and grounds prior to the move-in period.

At the conclusion of the event move-out period OCFEC broom cleans all outdoor venues and polishes all indoor floor venues. All OCFEC labor expense related to returning the venue and grounds to the same condition it was prior to the event move-in period shall be itemized and deducted from Renters Deposit following the event.

During the event period, OCFEC provides the necessary Janitorial and Grounds staff to maintain a clean and presentable event environment. This includes the cleaning and maintenance of all restrooms, maintain event aisles, empty and reline trash cans, cleaning of glass doors, mopping up spills, clearing and cleaning patron seating areas, etc. All OCFEC labor expense related to these services shall be itemized and deducted from the Refundable Deposit following the event.

FIRE PERSONNEL & EQUIPMENT

In the interest of public safety, the OCFEC may, at its sole discretion, require the presence of the State of California Fire Marshal and/or the Costa Mesa Fire Department during certain events, which may adversely impact public health, safety or welfare. Personnel are scheduled at the Renter's expense and subject to the rules of the State of California Fire Marshal and/or the Costa Mesa Fire Department.

FIRST AID COVERAGE

In the interest of public safety, the OCFEC may, at its sole discretion, require the Renter to contract first aid services for the public hours of the event. Your Event Coordinator has a list of vendors familiar with OCFEC. Your event coordinator will recommend the First Aid company for you to contract with for your event.

FLOOR PLANS

In order to ensure your event floor plan is approved by the State Fire Marshal and OCFEC, please understand and follow the requirements below.

A proposed event floor plan shall be submitted to your Event Coordinator prior to the solicitation and sales of vendor space. Your Event Coordinator will review the proposed floor plan to ensure the layout may not violate either State Fire Marshal regulations or OCFEC policies. Renter understands that specific areas shall be reserved for the OCFEC foodservice provider within the renter's floor plan.

Final floor plans shall be submitted with a California State Fire Marshal Special Event Permit Application provided to your Event Coordinator at least 21 days prior to your event.

Final floor plan shall be detailed on an OCFC based CAD layout detailing all the State Fire Marshal requirements listed below. Additional fees may be charged to the Renter if the layout is not detailed or is provided to OCFC less than 21 days of the start of your event.

State Fire Marshal & OCFC Regulations:

- Aisles between display areas shall be a minimum of ten (10) feet for indoor venues.
- Aisles between display areas in high traffic outdoor venues (Main Mall and all roadways surrounding the exhibit buildings) shall be a minimum of twenty (20) feet.
- Equipment or supplies such as chairs or signage shall not intrude into the aisle space.
- One hundred (100) linear feet of contiguous display space is the allowable distance before a cross aisle shall be present.
- Aisles shall be configured to provide clear access to exit ways.
- There shall be twenty (20) feet of clearance in front of all illuminated exits.
- The travel distance within any booth or exhibit enclosure to an exit access may not be greater than fifty (50) feet.

The following must be designated on your floor plan:

- Booth spaces and what is in the booths (i.e., exhibit booths, sampling, cooking demonstrations, vehicle display, etc.)
- Bulk spaces
- Enclosed areas in a booth or bulk space (Enclosed areas, i.e., closets, offices, etc., need to be equipped with a UL approved battery-operated smoke detector and a 2A10BC Fire Extinguisher).
- Proposed crate storage areas
- Motorized Vehicles
- Multi-level booths
- Trussing or archways

All multi-level booths must be designated on your floor plan. Please note the following requirements that apply to multi-level booths:

- A certified structural drawing of a multi-level booth must be submitted to our State Fire Marshal at least ninety (90) days in advance of the first move-in day to allow sufficient time for any needed corrections.
- One 2A10BC -type fire extinguisher must be on each level of the display, easily available and unobstructed from view.
- All areas under multi-level booths must be equipped with a UL approved battery operated smoke detector attached to the ceiling or understructure.
- No ceilings are allowed on the top most level.
- If any deck is designed to hold over 10 people, a second staircase is required for emergency evacuations.
- All stairways must be at least three (3) feet in width and must be equipped with a handrail on at least one side.

FOOD AND BEVERAGE SAMPLES

All food and beverage related samples shall complete an OCFEC sample request form and receive written approval from your Event Coordinator prior to the Renter contracting with the sample provider. All OCFEC sample request forms shall be submitted to your Event Coordinator at least 30 days prior to the event start date. If written approval is granted by your Event Coordinator it shall be the responsibility of the Renter to obtain the necessary approvals from the Orange County Health Department Sampling Requirements. The OCFEC Foodservice Provider shall only service all alcoholic beverage sampling. Please see your Event Coordinator for questions.

FOOD AND BEVERAGE SERVICE

Concession services are provided for all public events.

Any event with food, beverage and/or alcohol beverages are sold or provided at no charge to the attendees or exhibitors, the on-site exclusive foodservice provider has the exclusive rights to provide the food & beverage services.

All food and beverage related booths shall complete an OCFEC foodservice request form and receive written approval from your Event Coordinator prior to the Renter contracting with the foodservice provider. All OCFEC foodservice request forms shall be submitted to your Event Coordinator at least 30 days prior to the event start date. Foodservice commissions at the sole discretion of the OCFEC may be required if written approval is granted. If written approval is granted by your Event Coordinator it shall be the responsibility of the Renter to obtain the necessary approvals from the Orange County Health Department Foodservice Requirements.

Renter shall provide the OCFEC foodservice provider with the space requested for foodservice locations and customer seating areas.

Alcoholic beverages shall be sold and/or served only by the OCFEC foodservice provider. Alcoholic beverages shall not be permitted outside the designated area rented by the Renter.

Exhibitor foodservice is available upon the request of the Renter.

Catering services shall be coordinated with your Event Coordinator & the Master Concessionaire, Ovations. Signing a catering event order form shall be required for all catering changes on either the days leading up to your event or on the event day. You will contract directly with Ovations for all catering needs.

Special foodservice requests or questions shall be directed to your Event Coordinator.

GAMES OF CHANCE

"Games of Chance" or any other related activities are prohibited if the activity is played for commercial purposes and for profit. If a "raffle" or "free drawing" is to be utilized during the event by the Renter and/or exhibitors, it must be called an "Opportunity Drawing".

GENERAL PRICING INFORMATION

The policies & procedures and OCFEC rate sheet is provided to assist with the preparation of your event. Pricing and Information regarding facility rental fees, reimbursable equipment fees, reimbursable service fees, reimbursable personnel fees and ancillary service are included. Pricing are subject to change without notice.

HELIUM BALLOONS

Helium balloons may not be distributed or sold inside or outside the facility. With the prior approval of the OCFEC, helium balloons may be used when they are permanently affixed to a booth display.

If helium balloons are released for any reason within the facility, labor and equipment costs associated with the removal of the balloons from ceilings shall be charged to the Renter at the current fees listed in the General Pricing Information booklet. Additionally, helium balloons may not be released into the outside environment from the premises of OCFEC.

HOLIDAYS

OCFEC is available on all State Holidays, including Martin Luther King Jr. Day, Lincoln's Birthday, President's Day, Cesar

Chavez Day, Easter, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day. On these days, the Renter shall incur additional fees for personnel and service costs.

INJURIES

All injuries shall be reported directly to the Department of Public Safety so a report can be taken. They can be reached at (714) 708-1588.

INSURANCE

Insurance is required for any and all activity taking place at the OCFEC. Please contact your OCFEC Event Coordinator for a copy of the current requirements. It is prohibited to conduct any event or activity at the OCFEC without meeting the insurance requirements of the OCFEC.

All required insurance certificates shall be accurate and submitted to your OCFEC Event Coordinator within 60 days prior to your event move-in date.

Access to the rented space will not be permitted without proper certificates of insurance for your event. Depending on the scope of the event, you may have the option of purchasing insurance through OCFEC's insurance company.

KEYS

Keys are available upon request for the show offices and ticket booths. Keys are not available for the buildings. To avoid unanticipated delays, please let us know what your needs are at least 14 days prior to the event. Renter can be provided with up to two (2) keys that fit our standard room locks for each office or ticket booth. Requested keys will be provided to the Renter by your Event Coordinator during move-in and must be returned to your Event Coordinator prior to leaving OCFEC after your event. There will be a \$50 per key fee assessed for any keys not returned prior leaving OCFEC after your event.

LIGHTING

A "50%" level of lighting is provided in all rented spaces during move-in and move-out periods. One (1) hour prior to the opening of an event, "100%" lighting will be provided. At the close of an event day, "50%" lighting level will be restored for the move-out period. If a "100%" lighting level is necessary before or after show hours, please contact your Event Coordinator to make arrangements and to inquire about the prevailing fees.

LOAD LIMITS

The concrete floors in Buildings 10, 12, 14, 16 & 17 have a load capacity of 3,000 pounds per square inch. Please consult your Event Coordinator for load limits at other venues of the OCFEC.

LOST, LEFT BEHIND, OR ABANDONED ARTICLES

A lost and found location may be operated at the Renter's discretion and expense. OCFEC reserves the right to require, based upon the scope of the event the Renter to provide this service for their event. The OCFEC Department of Public Safety operates a 24-hour lost and found, which is also available for your use. Every effort shall be made by OCFEC staff to see that property found or turned in is handled in such a way as to provide the best possible opportunity for return of the property to its rightful owner. Please note that because we do not store show materials, unclaimed items may be disposed of at the conclusion of the move out.

MERCHANDISE FEE (NOVELTIES)

Except as otherwise stipulated in the Rental Agreement, OCFEC retains the exclusive right to approve, sell and /or collect a commission from any event-related novelty or merchandise item. For those events of a nature that meets the potential criteria for any exemption, a request for such exemption of specific items must be submitted to your OCFEC Event Coordinator at least 60 days prior to your event. OCFEC will issue written approval to exempt these sales from the OCFEC exclusive rights after review and concurrence that the items are specifically germane to the nature of purpose of the Renter or its Event. Please note that the proposed sale of any items competing with those regularly offered at our concession stands or specialty cart will not be allowed.

MOTOR VEHICLES ON DISPLAY

Renter agrees that all motor vehicles on display within an exhibit building shall have battery cables disconnected, taped, fuel tanks not more than ¼ full, provided with locked caps, or sealed in a manner approved by the State Fire Marshal.

NON- PROFIT COMPANY DISCOUNT

A 15% discount will be deducted from the applicable rental rates during the day of rent of the facility during off-peak days (Monday through Thursday only). Non-profit companies are required to provide a valid IRS' 501 (C)(3) certificate to be eligible for the discount. Discount shall only include rent of the facility on event days only and not apply for any days of move-in, move out, reimbursable fees of personnel or equipment.

OVERHEAD EQUIPMENT - ATTACHMENT TO FACILITY

All Attachments to any portion of the permanent structure of the Facility shall meet accepted engineering and safety standards. All attachments shall have sufficient strength to support weights placed on them and be secured in such a way to prevent items from falling or causing damage.

The OCFEC reserves the right to demand clarification of welds and safe working loads, deny installation, demand removal of questionable attachments and/or require appropriately qualified personnel to install or remove such attachments.

PARKING

During the move-in, event and move-out periods, OCFEC provides the necessary parking and traffic staff to maintain all traffic and parking direction accessing and on the OCFEC property. This includes the placement of traffic cones and directional signage on and surrounding the property, monitoring and providing direction at property traffic access points, ensure smooth traffic flow, limit vehicle access at gates and lots, provide direction at loading/parking areas, issue appropriate parking permits and provide general way finding directions.

These labor expenses will be in your signed rental agreement. Any additional OCFEC labor expense related to these services shall be itemized and deducted from Refundable Deposit following the event.

On-site, private vehicle parking at OCFEC is only available in designated parking lots. Parking on grass areas shall not be permitted unless allowed by OCFEC. Off-site private vehicle parking is available following approval by OCFEC. Exhibitor permits are issued and required for exhibitor access, loading and parking purposes.

Off-site parking if required, as determined by the OCFEC will contract with Costa Mesa Police Department for traffic control services and the necessary off-site parking locations. The cost of these services and facilities will be the responsibility of the Renter.

Any persons associated with the show (Renters, vendors, volunteers, decorators) shall follow the direction of the OCFEC parking personnel. If there are vehicles parked in "no parking" areas, those vehicles are at risk of being towed at the owner's expense.

Overnight vehicle parking shall only be allowed with a valid overnight permit displayed. Overnight parking shall only be allowed in the area detailed on the valid permit. All permits shall be visible at all times in the vehicle to OCFEC staff.

Storage or stock vehicle parking shall only be allowed with a valid storage permit displayed. Storage parking shall only be allowed in the area detailed on the valid permit. Storage parking shall only be permitted on the property during the dates stipulated on the permit. All permits shall be visible at all times in the vehicle to OCFEC staff.

Vehicles parked in an area not permitted or do not have a valid permit shall be at risk of being towed at the owner's expense.

Paid Preferred parking will be offered by OCFEC to all event attendees and exhibitors. It is at the sole discretion of OCFEC the determination of which areas shall be paid and which shall be free parking. Free parking shall still be available for attendees, Renter and exhibitors. Renter shall not be responsible for the necessary operations or costs to facilitate the paid parking program and shall not be entitled to any parking revenues collected.

Please see your Event Coordinator for additional assistance with parking requirements or for special arrangements.

PARKING LOT USAGE (RIDE AND DRIVE EVENTS)

Parking lot usage will be conducted in a safe manner, with consideration of other activities taking place at OCFEC. To ensure safety within and around your event, OCFEC will at the expense of the Renter construct a barrier, around the perimeter of the driving portion of the event. Renter will be responsible for further necessary safety precautions in and around the event.

Accidents are to be reported to the Public Safety Department at the time of occurrence during your event. The Public Safety Department can be reached by phone (714) 708-1588, 24 hours a day, or they can be reached at the Department of Public Safety Office located just inside Gate 5 off of Arlington Drive between the hours of 6am - 12 midnight.

Speed limit for Ride and Drive events is 40 mph in the parking lot rented.

Loud noises or skidding are not permitted in the parking lots at any time due to the vicinity of the adjacent residential housing tracks, City Hall and City services. Such noises can be cause for termination of your event and removal from the OCFEC.

Damage or skid marks left on the parking lot asphalt will be itemized and deducted from the refundable deposit.

There are no electrical hookups or restroom facilities in the parking lot. Renter must secure generators for electricity and portable toilets for restrooms.

All chalk or flour lines used for designing a track must be cleared from the parking lot prior to departure, due to the parking lots being used on the weekends by other events.

PAYMENTS

All contractual payments shall be made on or before the due date shown in the rental agreement. Payments can be made by cash, check or cashiers check.

Late payments shall be subject to a late fee pro-rated daily from the due date based on an annual rate of eighteen percent (18%).

Payments at the sole discretion of the OCFEC shall be required to be made by Cashiers Check if the Renter is either late making their scheduled payment, payment is less than thirty (30) days prior to move-in or a payment was returned from the bank.

Checks returned from the bank are subject to a twenty-five (\$25.00) dollar fee by the OCFEC.

PROPANE

Propane is not allowed in any of the OCFEC buildings. Please ask your event coordinator for any additional information.

PUBLIC INFORMATION FORM

On a form supplied by the OCFEC, Renter shall provide the OCFEC with the scheduled hours of operation, estimated daily attendance, admission fees, proposed promotions, public contact information and any other pertinent information that will assist the OCFEC Communications Department with such aspects as website listings, press releases, calendars and receptionist staff. This form shall be provided to your Event Coordinator prior to the solicitation or sales of Exhibitor space.

PYROTECHNICS & LASERS

A special permit is required for the use of pyrotechnics and/or lasers. Each situation must be individually pre-approved in writing by your OCFEC Event Coordinator and the State Fire Marshal.

If approved, the use of pyrotechnics and/or lasers will be strictly controlled and continuously monitored by the State Fire Marshal. Standby Fire Personnel will be required at the Renter's sole expense during the demonstration.

RADIOS

Event Sales & Services issued radios to the Renter are for the purposes of communication between the Renter and your Event Coordinator. Renter shall be liable for any replacement or repair to the loss or damage of the radio at the time of the Renter's possession. Event Sales & Services issued radios should be returned by the Renter prior to the conclusion of move-out. Radios can be returned to your Event Coordinator or the Department of Public Safety located inside Gate 5.

REFUNDABLE DEPOSIT

Is required on all rentals to guarantee against additional reimbursable expenses to include but not limited to OCFEC personnel, equipment, clean up, loss, stolen, damage, contractor labor, caterings, etc. to the OCFEC. A minimum of \$250.00 or 25% of the total fee, whichever is greater, is required.

RIGGING

The OCFEC reserves the right to require that all rigging in the Facility be performed by only those organizations and/or individuals whose qualifications have been approved by the OCFEC. Labor and equipment fees shall be at the Renter's expense.

All rigging proposals shall receive written approval from your OCFEC Event Coordinator. Requests shall be submitted at least 60 days prior to your event. State Fire Marshal and OCFEC requirements shall apply to all rigging activity on the property.

SAFETY

OCFEC's goal is to provide a safe environment for you and everyone associated with your event. Please help us meet our goal by adhering to the basic safety-related policies, which follow in this section:

- All show and exhibitor equipment must be UL approved. Extension cords shall be three-wire with ground and shall service one appliance or device. Multi-plug adapters must be UL approved and have an overload internal circuit breaker. Home-type "cube" taps are prohibited. Spliced wires are heat generators and are prohibited.
- All doors shall remain accessible from the inside of the building at all times. Chains or any other extra locking devices shall not be permitted on the doors at anytime.
- Cooking/warming devices shall be electric and shall be UL or FM approved. Cooking/warming devices and heated products need to be four (4) feet away from the front of the display, or have a shield 18 inches high, ¼ inch thick across the front and down the sides of the demonstration area. A 2A10BC fire extinguisher must be in the booth and readily available near the demonstration area.
- The use of welding equipment, open flames, decorative candles or smoke emitting devices or material is prohibited. Exceptions may be made with prior approval by the Fire Marshal.
- All decorations, drapes, signs, banners, acoustical materials, hay, straw, moss, split bamboo, plastic cloth or similar decorative materials or any other potentially combustible material shall be flame retarded to the specification of the State Fire Marshal. A California State Fire Marshal's Flame Proof Certificate will be required. Field tests for flame resistance are not acceptable.

All fabrics, whether treated or inherently flame resistant, shall be labeled, tagged, stamped, printed or stenciled with the following information:

1. The Seal of Registration of the State Fire Marshal of California.
2. Name and registration number of the concern responsible for the job or production.
3. Name of the registered chemical used or the registered fabric or material.
4. Date chemical was applied, or the fabric or material was produced.
5. The statement, "This article must be re-treated after washing or dry-cleaning by systems with soap and water added" (If treated with a "Type II" chemical.)

- Exits, entrances, air supply vents, ramps, sidewalks, hallways, stairways, elevators, escalators and aisle ways must be kept clear at all times. Exit signs must be kept visible at all times. Fire extinguishers, fire protection valves and fire hose cabinets must be kept clear at all times.
- The use of burning fluids, oils, camphene, liquid oxygen, ethylene, kerosene, gasoline or anything else of like nature is discouraged in the facilities. If your event absolutely requires the use of hazardous materials, maximum limits and controls include our reserved right to curtail the use of the materials.
- In the event that an alarm goes off, please know that we do not deactivate any alarm until the proper emergency response team is on-site, verifies the cause of the alarm and then deactivates the alarm. We operate at a maximum safety level that helps us to insure life. In case of an emergency following an alarm, we will activate our public address system and provide direction to everyone in the facility. When the public address system starts to operate, please listen and follow the directions. Doing anything else will increase the hazard and will put you and your attendees at risk.
- Electrical equipment shall be installed, operated and maintained in a manner that does not create a hazard to life or property. Sufficient access and working space must be provided for all electrical equipment and must comply with current N.E.C. standards.
- No spray painting is allowed on the premises.

SALES AND USE TAXES AND LICENSES

PROPERTY TAXATION

The facility rental will create a taxable possessory interest. Renter will be subject to the payment of property taxes levied on such interest by the Orange County Assessor.

SALES TAX

California Assembly Bill 1499, effective July 1, 2018, requires all commercial exhibitors, vendors, merchants and concessionaires who make sales of tangible personal property at a California state-designated fairground (including the OC Fair & Event Center) to separately report the sales amount on their Sales and Use Tax Return. This includes sales that an event promoter makes or any vendors of that promoter participating in an event at OC Fair & Event Center. If you or your vendors have any questions, you may contact the California Department of Tax and Fee Administration's customer service line at 1-800-400-7115 Monday-Friday (except holidays) from 8:00 a.m. to 5:00 p.m. (Pacific Time) or visit their web site at <http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm>

SEATING CAPACITY

Seating capacity information and diagrams are available. Please contact your Event Coordinator for information.

SECURITY: PUBLIC SAFETY & EVENT SECURITY SERVICES

FACILITY PUBLIC SAFETY

The OCFEC Department of Public Safety Staff retains control of all public spaces including all perimeter areas and service roads on a 24-hour basis. Basic services are provided for the overall safety and security of the grounds. Specific safety and security needs addressing your event require additional security. Any additional OCFEC services that you request for your event are at additional costs to the Renter listed in the current General Pricing Information Booklet.

EVENT SECURITY SERVICES

The Renter is welcome to contract for event security staffing within the agreed rented space through one of the Security Vendors listed on the OCFEC approved vendors list. All security staffing and emergency response planning is subject to OCFEC review and approval and should be discussed with your Event Coordinator. A pre-event meeting with the OCFEC Public Safety Manager, your OCFEC Event Coordinator and event security company supervisor will be required prior to the start of the event.

Armed guards (other than Orange County Sheriff Deputies) can only be provided by an OCFEC approved vendor at the Renter's expense. Please consult your Event Coordinator for an approved list.

LAW ENFORCEMENT SERVICES

Orange County Sheriffs Department is responsible for all law enforcement matters on the OCFEC property. If a law enforcement matter is needed, please report it to your OCFEC Event Coordinator or the OCFEC Department of Public Safety. OCFEC staff will dispatch the Orange County Sheriffs Department when requested or needed. The Renter shall be solely responsible for all the Orange County Sheriff Department personnel fees associated for their event.

In the interest of public safety, the OCFEC may, at its sole discretion, require the presence of the Orange County Sheriffs Department during certain events which may adversely impact public health, safety or welfare. Deputies are scheduled at the Renter's expense and subject to the rules of the Orange County Sheriffs Department.

SHIPMENTS

All deliveries are made to the Facilities Yard inside Gate 5, as shipments may arrive prior to the event set up or arrival of Renter staff. As long as space is available, items will be held in a lock up area. The package recipient will sign for their items in the Facilities Office prior to release of shipments.

Deliveries made prior to set-up dates may be returned and scheduled for arrival the first day of set-up. Renter agrees that if the OCFEC should receive, handle or have in its care or custody any kind of shipped or otherwise delivered to the Facility for the Renter, the OCFEC acts solely for the accommodation of the Renter. The OCFEC shall not be liable for any loss of or damage to such property.

SIGNAGE

OCFEC personnel may only be used for placement of signs and/or banners outside the Renters contracted space and on the perimeter of the OCFEC property the day of the event. Signs placed without prior approval will be removed at the Renter's expense.

Any signs left on or about the premises of the OCFEC will be subject to a \$25.00 removal fee for each sign.

Renter shall use the OCFEC signage guidelines for the design and placement locations available for all signage in outdoor areas. Availability and scheduling shall be done through your event coordinator.

SIGNAGE (PERIMETER)

OCFEC will provide generic "Event Parking" directional signs around perimeter of the property. If Renter desires event specific signs, the following requirements apply:

- Renter is responsible for providing the OCFEC with a minimum of 10 signs at a required size of 40" wide x 53 3/4" long. The recommended material is white chloroplast with black vinyl lettering.
- Renter may either have an outside sign company produce the signage or may request that OCFEC produce the signage at the rate listed in current General Pricing Information.
- OCFEC must receive a completed sign request form no less than 21 days prior to the event for OCFEC to produce the signage.
- Renter shall provide the signage to OCFEC Parking staff on the first day of set up of the event.
- OCFEC Parking staff will place the signage in sign frames and locate the signage at City approved areas around the perimeter of the property.
- At the conclusion of the event, OCFEC Parking staff will return the signage to the Renter.
- Other signage (banners or other size signs) will not be permitted on the perimeter of the property.
- Please contact your event coordinator for any questions or assistance with these requirements.

SMOKING

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Parade of Products area.

SOUND COMPLIANCE

Events held at the OCFEC shall comply with sound standards as outlined in the 1980 Settlement Agreement between the OCFEC and the City of Costa Mesa's permanent injunction. A summary of the sound standards is as follows:

<u>Sound Level</u>	<u>Time Period</u>	<u>Day of Week</u>
55 dB(A)	7:00am - 10:30pm	Sun. - Thurs.
50 dB(A)	10:30pm - 7:00am	Sun. - Thurs.
55 dB(A)	7:00am - 11:00pm	Fri. - Sat.
50 dB(A)	11:00pm - 7:00am	Fri. – Sat

The sound levels shall not exceed:

- (1) The sound standard for a cumulative period of more than thirty (30) minutes in any hour; or
- (2) The sound standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
- (3) The sound standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
- (4) The sound standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minute in any hour; or
- (5) The sound standard plus twenty (20) dB(A) for any period of time.

The sound level shall be measured in the residential neighborhoods surrounding the OCFEC property. The Renter shall work with the OCFEC to ensure compliance with the applicable sound level standards.

SOUND MONITORING

In the interest of ensuring sound standard are met, the OCFEC may, at its sole discretion, require the presence of the OCFEC Sound Engineer during certain events which may adversely impact the established sound standards or cause concern with neighboring community. The OCFEC Sound Engineer may also require and approval of the sound equipment proposed for the event.

The OCFEC Sound Engineer reserves the right to require the Renter to either immediately adjust the sound level to acceptable level of discontinue all amplified sound. The OCFEC Sound Engineer is scheduled at the Renter's expense.

SPONSORSHIP

Renter shall seek pre-approval from their Event Coordinator prior to seeking sponsorship arrangements.

OCFEC has an exclusive sponsorship arrangement for the following items and the Renter shall not seek sponsorships in these areas without written approval from OCFEC: Beer, wine, spirits, water and soda categories.

STAKING

Using alternatives to staking is required unless written approval is granted from the OCFEC. Typical alternatives to staking include the use water barrels or large weights. Staking requests shall be detailed with an OCFEC CAD layout showing the exact location intended to stake, specifications of all stakes and the plan of how the stake will be removed and the area returned to its original state. All requests shall be submitted for review and approval at least 45 days prior to your event. All damage related to staking shall be deducted from the Refundable Deposit following the event.

TEAR DOWN

Renter agrees that items, materials, equipment or vehicles left at OCFEC after tear down will be subject to a storage fee.

TELEPHONE SERVICE

Telephone service is available by calling AT&T at (800) 339-3204. From outside California call (213) 975-5519. Office hours are Monday - Friday, 8:00am - 5:00pm (PST)

AT&T requires that orders be placed no later than two (2) weeks before the requested installation date. For fast service on repair problems, call (800) 332-1321 (24 hours). The following information is needed when placing an order:

Location: OC Fair & Event Center
Bldg/booth #: The number of the event building and booth location number
Event name: Advertised name of event.
Connect date: Date of desired connection (must be Monday - Friday, excluding holidays)
Disconnect date: Date of desired disconnection
Billing information: Your name and address (do not use OCFEC address for Billing information)

TENTS

The following fire and life-safety requirements shall be applicable for all tents, awnings and fabric-covered enclosures.

1. All tents, awnings and other fabric-covered enclosures shall be made from a nonflammable material or shall be treated and maintained in approved flame-retardant condition. Documentation shall be maintained with the tent or awning.
2. Any paper or fabric used in displays or exhibits shall be fire resistive or treated with an approved fire retardant solution prior to use. Documentation of such shall be available during any inspection.
3. All tents with occupancy of 11 or more shall bear the seal of the California State Fire Marshal.
4. No smoking shall be allowed in any tent and "No Smoking" signs shall be posted.
5. No vehicles shall be parked within 100 feet of a tent unless it is necessary for the operation of the tent, or parked on a street closer than 20 feet from the tent.
6. Illuminated exit signs shall be provided at each required exit when the occupant load is 100 or more. A minimum of two exits shall be provided for each tent with an occupancy load of up to 199. Three exits shall be provided for occupant loads of 200 to 499. Four exits shall be provided for 500 to 999 occupant loads.
7. No open-flame device shall be permitted in any tent or tent structure.
8. Emergency lighting shall be provided for any structure or tent with an occupant load of 100 persons or more. The power source may be generator or battery.
9. Fire extinguishers in tents shall be provided as follows:
 - a. 10 500 square feet of floor space area, one 2A:10BC extinguisher.
 - b. To 1000 square feet of floor space area, two 2A; 10BC extinguishers.
 - c. Each additional 1000 square feet of space area will require an additional fire extinguisher.

TICKETING / BOX OFFICE

Ticketing services may be arranged through OCFEC. When OCFEC is utilized for this service, all admission sales will be issued, sold and controlled exclusively by the OCFEC. Event ticket sales will be provided through the designated OCFEC ticket service provider once necessary ticket information has been provided to OCFEC and upon an executed contract between the Renter and OCFEC.

All labor hours provided by OCFEC Ticketing/Box Office personnel and equipment used for each event shall be charged to the Renter at the applicable rates shown on the most current OCFEC General Pricing Information. Please contact your Event Coordinator for additional details.

Renter shall reimburse OCFEC for all reimbursable expenses for the admission operation including but not limited to ticket stock costs and the expense to produce any other type of tickets such as season passes, wrist bands, etc. The

Renter shall also reimburse the OCFEC for all cash handling fees including bank, vault and armored truck and credit card fees incurred during the event.

Advance Ticket Sales:

Following submittal of the necessary event information it will be processed in the Ticketmaster system. Renter shall provide the necessary information a minimum of 21 days prior to the desired start date of sales.

The OCFEC Box Office hours of operation vary throughout the year. Tickets for the event shall be available at the OCFEC Box Office if the Box Office is open and operating. If the OCFEC Box Office is closed, the Renter may request the Box Office to open during designated days and hours leading up to their event. Renter shall provide a minimum of 21 day notice. All labor hours provided by OCFEC Ticketing/Box Office personnel used shall be charged to the Renter at the applicable rates shown on the most current OCFEC General Pricing Information.

OCFEC will account for all advance tickets sold and utilized leading up to the event or season and reconcile at the conclusion of the event.

Consignment Ticket Sales:

Renter shall request consignment tickets at least 7 days prior to date of desired pick-up. Renter shall be required to sign an OCFEC Consignment Ticket release form agreeing to the amount of tickets issued when the Renter receives the tickets. The Renter shall return all unsold consignment tickets within 3 days following the event or season. Consignment tickets issued that are not returned, lost or stolen, the Renter shall be solely responsible for the face value of each ticket plus the agreed upon commissions owed to the OCFEC. Renter shall receive a receipt from the OCFEC agreeing to the number of consignment tickets returned.

Complimentary Tickets:

Renter shall request complimentary tickets at least 7 days prior to date of desired pick-up. Renter shall be required to sign an OCFEC Complimentary Ticket release form agreeing to the amount of tickets issued when the Renter receives the tickets. In cases where the OCFEC is contractually retaining a percentage of ticket sales a mutually agreed upon limit of complimentary tickets shall be determined by the Renter and OCFEC.

Draw:

A cash draw of the available admissions revenue may be issued to the Renter on the day of the event, upon mutual agreement by the OCFEC and the Renter. The amount of the draw shall be at the sole and exclusive discretion of the OCFEC. The Renter shall understand that any outstanding or projected ticket commissions, facility fees, event reimbursable expenses and a minimum amount of a five thousand dollar (\$5,000) refundable deposit shall be held by the OCFEC and not available to the Renter until time of final settlement ten business days following the end of the event. The Renter shall request a draw at least 7 days prior to the start of the event.

Promotions:

Renter shall provide all promotional, discount and coupon information to OCFEC a minimum of 7 days prior to the release or communication of the actual promotion or discount.

Settlements:

OCFEC will provide all ticket revenues minus the agreed upon commissions and outstanding event reimbursable expenses (including but not limited to OCFEC personnel, services, equipment expenses, contracted service expenses, facility damages, loss, stolen or damaged equipment, etc.) within 10 business days following the last event day.

If an event reimbursable expense cannot be reconciled within 10 business days following the last event day, the OCFEC, at its sole and exclusive discretion may hold a portion of the ticket revenues to ensure the outstanding expense will be covered.

Ticket Advertising:

Renter shall approve all event ticket advertising with the OCFEC Event Coordinator at least 7 days prior to production.

Ticket Refunds:

Renter shall be solely responsible for all Event ticket refunds and any related costs. The Renter shall approve ticket refunds requested through the OCFEC box office.\

Ticket Reports:

OCFEC will provide ticket sales and use reports upon request by the Renter leading up the event, during the event and following the event. All reports are provided through the Ticketmaster system.

Ticket Sales Funds:

For the purpose of application toward payment of any balances for rent or other event expenses, the OCFEC shall have complete custody and control of all monies received from the sale of tickets through the OCFEC box office or through the ticketing arrangements with the OCFEC ticket agency. All ticket sale monies shall be held in the trust by OCFEC as a bailment for the benefits of the ticket purchasers.

TRAFFIC CONTROL**On Property:**

The OCFEC Parking Department is responsible for all traffic planning, coordination and direction on the OCFEC property and off-site spaces rented by OCFEC.

Off Property:

The Costa Mesa Police Department is responsible for all traffic planning, coordination and direction outside the OCFEC property. The OCFEC Parking Department will coordinate on-site and off-site parking coordination with the Costa Mesa Police Department. The Renter shall be solely responsible for all the Costa Mesa Police Department personnel needed for their event.

The OCFEC has at its sole discretion to require the Renter to provide off property traffic coverage to ensure good vehicle circulation and a safe environment.

WASTE DISPOSAL

Renter is obligated to pay the cost of all trash hauls. Renter is responsible for proper and regulated disposal of any and all toxic or biohazard goods, material and substances, and must comply with all applicable laws. Please note that California has strict policies with regard to regulated waste disposal. If someone associated with your event ignores regulatory mandates, it becomes Renter's responsibility. Please ask your Event Coordinator for the names of local providers who handle toxic and/or biohazardous substances/materials if necessary.

LASTLY...

Every event is different and the General Policies, Rules and Regulations cannot conceivably cover every possible scenario. If there is anything that is not covered expressly in this handbook, please know that OCFEC reserves the right to determine necessary considerations or stipulations on an as-needed basis.

Our sole effort is to insure the success of your event and safeguard the safety and experience of all our visitors. We know that you will appreciate our efforts.

(These general policies, rules and regulations are subject to change.)

Short-Lived Climate Pollutants (SLCP): Organic Waste Methane Emissions Reductions

General Information

In September 2016, Governor Brown signed into law [SB 1383 \(Lara, Chapter 395, Statutes of 2016\)](#), establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants (SLCP) in various sectors of California's economy. The new law codifies the California Air Resources Board's [Short-Lived Climate Pollutant Reduction Strategy](#), established pursuant to [SB 605 \(Lara, Chapter 523, Statutes of 2014\)](#), to achieve reductions in the statewide emissions of short-lived climate pollutants. Actions to reduce short-lived climate pollutants are essential to address the many impacts of climate change on human health, especially in California's most at-risk communities, and on the environment.

As it pertains to CalRecycle, SB 1383 establishes targets to achieve a 50 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020 and a 75 percent reduction by 2025. The law grants CalRecycle the regulatory authority required to achieve the organic waste disposal reduction targets and establishes an additional target that not less than 20 percent of currently disposed edible food is recovered for human consumption by 2025.

Methane emissions resulting from the decomposition of organic waste in landfills are a significant source of greenhouse gas (GHG) emissions contributing to global climate change. Organic materials--including waste that can be readily prevented, recycled, or composted--account for a significant portion of California's overall waste stream. Food waste alone accounts for approximately 17-18 percent of total landfill disposal. Increasing food waste prevention, encouraging edible food rescue, and expanding the composting and in-vessel digestion of organic waste throughout the state will help reduce methane emissions from organic waste disposed in California's landfills. In addition, compost has numerous benefits including water conservation, improved soil health, and carbon sequestration. Anaerobic digestion produces biogas that can be used to create electricity or renewable transportation fuels. Food rescue has the added benefit of assisting Californians who are unable to secure adequate, healthy food by diverting edible food to food banks and pantries.

SB 1383 builds upon California's leading commitments to reduce greenhouse gas emissions and air pollution statewide. Governor Brown identified reductions of short-lived climate pollutant emissions, including methane emissions, as one of [five key climate change strategy pillars](#) necessary to meet California's target to reduce GHG emissions 40 percent below 1990 levels by 2030 as established in [SB 32 \(Pavley, Chapter 249, Statutes of 2016\)](#). SB 1383 will further support California's efforts to achieve the statewide [75 percent recycling goal by 2020](#) established in [AB 341 \(Chesbro, Chapter 476, Statutes of 2011\)](#) and strengthen the implementation of [mandatory commercial organics recycling](#) established in [AB 1826 \(Chesbro, Chapter 727, Statutes of 2014\)](#).