

**OC FAIR & EVENT CENTER
RENTAL AGREEMENTS FOR BOARD APPROVAL
JANUARY 2022**

NEW

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-002-22	Adcom Publishing Inc. - BrideWorld Expo	Adcom Publishing Inc. - BrideWorld Expo	Consumer Show (CON)	Los Alamitos Building (#14), OC Promenade (Span)	01/08/22-01/09/22	11,591.50
R-004-22	Santa Ana Police Department	Officer Training	Training (TRA)	Parking Lot H	01/01/22-12/31/22	\$100.00 per day
R-005-22	Costa Mesa Police Department	Officer Training	Training (TRA)	Parking Lot H	01/01/22-12/31/22	\$100.00 per day
R-006-22	Newport Beach Police Department	Officer Training	Training (TRA)	Parking Lot H	01/01/22-12/31/22	\$100.00 per day
R-007-22	County of Orange, County Executive Office/Real Estate	Health-Related Emergency	Other (OTH)	See Exhibit A	01/01/22-12/31/22	See Exhibit A
R-008-22	County of Orange	Mass Reception, Care and Shelter Site	Other (OTH)	See Exhibit A	01/01/22-12/31/22	See Exhibit A
R-012-22	OC Beekeepers Association	OC Beekeepers Association Meetings	Meeting/Seminar (MEE)	Silo Building	01/01/22-12/31/22	\$90.00 per month \$120.00 per additional meeting
R-018-21	Orange County Farm Bureau	Farmer's Market	Other (OTH)	Parking Lot D, Parking Lot E	01/01/22-12/31/22	\$336.00 per month
R-021-22	WWSRA	Southern California Preview	Consumer Show (CON)	Anaheim Building (#16)	01/17/22-01/21/22	18,336.75
R-022-22	Tex*us Guitar Shows, Inc.	SoCAL World Guitar Show	Consumer Show (CON)	The Hangar	01/21/22-01/24/22	17,734.00
R-039-22	GES	Natural Products Storage	Parking (PARK)	Parking Lot H	02/06/22-03/19/22	88,922.50
R-041-22	In-N-Out Burger	In-N-Out Fundraiser	Fundraiser (FUNR)	Anaheim Building (#16), Festival Field Asphalt, Los Alamitos Building (#14), Main Mall, OC Promenade (Span), Parking Lot I, The Hangar	01/14/22-01/15/22	62,523.00
R-042-22	Pangea Laboratory LLC	COVID Testing	Other (OTH)	Parking Lot E	01/01/22-04/01/22	40,507.00
R-043-22	First Class Events	San Juan Hills High School Winter Formal	Prom/Formal (PRH)	The Hangar	01/29/22-01/30/22	16,095.00
R-046-22	SLD LLC	The Original O.C. Swap Meet	Festival (FST)	Parking Lot D	01/22/22-01/22/22	11,190.50
R-048-22	N-Effect Productions	El Toro High School Winter Formal	Prom/Formal (PRH)	The Hangar	02/12/22-02/13/22	16,064.50
R-051-22	Guonian Wu Gymnastics	2022 Wu Guonian Classic	Competition/Tournament (COM)	Costa Mesa Building (#10)	01/28/22-01/30/22	19,192.00
R-052-22	First Class Events	McBride High School Winter Fromal	Prom/Formal (PRH)	The Hangar	02/05/22-02/06/22	16,095.00
R-053-22	The Band Green Day	Green Day Touring - Band Rehearsals	Performance (PERFO)	The Hangar	02/09/22-02/11/22	21,205.00
R-054-22	EQ Graze +	Horse Feed Storage	Other (OTH)	Parking Lot G	01/01/22-07/01/22	7,200.00

**OC FAIR & EVENT CENTER
RENTAL AGREEMENTS FOR BOARD APPROVAL
JANUARY 2022**

AMENDMENTS

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-041-22 (Amend. #1)	Slave 2 Nothing Foundation	Slave to Nothing Fundraiser <i>Amended: Company and event name changed, removed projector in Hangar</i>	Fundraiser (FUNR)	Anaheim Building (#16), Festival Field Asphalt, Los Alamitos Building (#14), Main Mall, OC Promenade (Span), Parking Lot I, The Hangar	01/14/22-01/15/22	58,656.50
R-043-22 (Amend. #1)	First Class Events	San Juan Hills High School Winter Formal <i>Amended: Original event moved due to COVID, moved to a later date in February.</i>	Prom/Formal (PRH)	The Hangar	02/25/22-02/26/22	16,095.00

FORM F-31

AGREEMENT NO. **R-002-22**

REVIEWED _____

DATE **November 24, 2021**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

January 8 - 9, 2022

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Adcom Publishing Inc. - BrideWorld Expo

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

\$11,591.50

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe

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

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.
15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

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

Adcom Publishing Inc. - BrideWorld Expo
14742 Beach Boulevard, #409
La Mirada, CA 90638

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

By: _____ Date: _____
Title: Steve Berry, President

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

EXHIBIT A

Event Information

Event Name:	Adcom Publishing Inc. - BrideWorld Expo	Contract No:	R-002-22
Contact Person:	Steve Berry	Phone:	(714) 670-7800
Event Date:	01/09/2022	Hours:	10:00 AM - 4:00 PM

Admission Price: TBD

Vehicle Parking Fee: \$10.00 General Parking **Projected Attendance:** 2,000

Facility Rental Fee

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Los Alamitos Building (#14)	01/08/2022 07:00 AM - 11:59 PM	Move In	1,600.00
OC Promenade (Span)	01/08/2022 07:00 AM - 11:59 PM	Move In	No Charge*
Sunday			
Los Alamitos Building (#14)	01/09/2022 10:00 AM - 04:00 PM	Event	3,200.00
OC Promenade (Span)	01/09/2022 10:00 AM - 04:00 PM	Event	No Charge*

Total: 4,800.00

Hosting of this event in the above specified spaces, Los Alamitos Building and OC Promenade, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also insurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

*No charge for OC Promenade because area is only serving as an entrance point.

Move out must be completed by 11:59 PM Sunday - January 9, 2022 to avoid additional charges.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 4	4.00 EA	25.00 EA	100.00
Dumpster	Estimate 7	7.00 EA	19.00 EA	133.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage	Estimate Only	1.00 EA	500.00 EVT	500.00
Forklift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Marquee Board	01/03/2022 - 01/09/2022	1.00 WK	Included	Included
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00 EA	TBD
Portable Electronic Message Board	TBD	TBD EA	75.00 EA/DAY	TBD
Scissor Lift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Stanchion	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00

Total: 1,633.00

Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 4 Hours	4.00 HR	26.00 HR	104.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	26.00 HR	104.00
Electrician	Estimate 2 Hours	2.00 HR	65.00 HR	130.00
Event Day				
Grounds Attendant Lead	01/09/2022 08:00AM - 04:00PM	1.00 EA	31.00 HR	248.00
Grounds Attendant	01/09/2022 08:00AM - 04:00PM	2.00 EA	26.00 HR	416.00
Janitorial Attendant	01/09/2022 08:00AM - 04:00PM	4.00 EA	26.00 HR	832.00
Clean Up				
Grounds Attendant	Estimate 10 Hours	10.00 HR	26.00 HR	260.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	26.00 HR	104.00
Electrician	Estimate 2 Hours	2.00 HR	65.00 HR	130.00

EXHIBIT A

Event Information

Event Sales & Services

Event Coordinator	01/09/2022 08:00AM - 04:00PM	1.00	EA	51.50	HR	412.00
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Parking

Parking Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Parking Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00

Safety & Security

Security Attendant	01/09/2022 09:00AM - 04:30PM	2.00	EA	26.00	HR	390.00
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Outside Services

State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Emergency Medical Services	01/09/2022 09:30AM - 04:30PM	2.00	EA	27.00	HR	378.00

Total: 4,358.50

Summary

Facility Rental Total	\$4,800.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$5,991.50
Refundable Deposit	\$800.00

Grand Total: \$11,591.50

Payment Schedule

Payment Schedule

First Payment	Amount
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Due Date

Upon Signing

\$11,591.50

Total: \$11,591.50

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EXHIBIT A

Event Information

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at <https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>

EXHIBIT V

See Exhibit V for OCFEC COVID-19 Infection Mitigation Protocol and Procedure Guidelines.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

SOUND ORDINANCE

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

FORM F-31

AGREEMENT NO. **R-004-22**

REVIEWED _____

DATE **November 15, 2021**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

January 1 - December 31, 2022

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Santa Ana Police Department - Officer Training

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

\$100.00 per day

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe

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

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.
15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

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

**Santa Ana Police Department
20 Civic Center Plaza
Santa Ana, CA 92701**

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

By: _____ Date: _____
Title: David Valentin, Chief of Police

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

EXHIBIT "A"

Event Name:	Santa Ana Police Department Officer Training	Contract No:	R-004-22
Contact Person:	Kanan Blake, Traffic Sergeant	Phone:	(714) 245-8209
Event Dates:	01/01/2022 - 12/31/2022	Hours:	7:00 AM - 4:00 PM

Projected Attendance: 15

LOCATION(S):

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

RENTER AGREES:

- That this agreement covers all officer training to take place at the OC Fair & Event Center during the 2022 calendar year.
- To contact the Event Sales & Services Department at (714) 708-1545 prior to scheduling any training sessions to ensure that the location is available.
- **That an OC Fair & Event Center written confirmation approving each date and specific location is required prior to renter promoting or advertising an event. This avoids any miscommunication between renter's attendees and the OC Fair & Event Center.**
- **To provide proof of insurance upon signing this agreement.**
- To notify the District (OCFEC) of any accident that takes place during the training. **The Safety & Traffic Department can be reached by phone at (714) 708-1588, 24 hours a day, or they can be located at the Safety & Traffic Office near Gate 5 off Arlington Drive between the hours of 6:00 AM - 12:00 Midnight.**
- To reimburse the District (OCFEC) for any out of pocket expenses related to this event.
- That any and all equipment, materials and vehicles will be removed from OCFEC property after the final day of training or after each single day session.
- That alcohol brought on grounds by exhibitors, attendees or event personnel is strictly prohibited.
- That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of your event and removal from the premises.
- That damage occurring in the parking lot and/or of OCFEC property will be itemized and invoiced. Payment will be due prior to any new activity taking place at the OC Fair & Event Center.
- To limit speeds to 40 MPH.
- That parking lot usage will be conducted in a safe manner, with consideration of other activities taking place at the OC Fair & Event Center. To ensure safety within and around your event, the District (OCFEC) may, at the expense of the renter, construct a barrier around the perimeter of the driving portion of the event. Renter will be responsible for all further necessary precautions in and around the event.

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-005-22**

DATE **November 15, 2021**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

January 1 - December 31, 2022

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Costa Mesa Police Department - Officer Training

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

\$100.00 per day

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

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

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11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.
15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

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

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

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

By: _____ Date: _____
Title: Jose Torres, Officer

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

EXHIBIT "A"

Event Name: Costa Mesa Police Department
Officer Training
Contact Person: Jose Torres, Officer
Event Dates: 01/01/2022 - 12/31/2022

Contract No: R-005-22
Phone: (714) 293-0387
Hours: 7:00 AM - 4:00 PM

Projected Attendance: 15

LOCATION(S):

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

RENTER AGREES:

- That this agreement covers all officer training to take place at the OC Fair & Event Center during the 2022 calendar year.
- To contact the Event Sales & Services Department at (714) 708-1545 prior to scheduling any training sessions to ensure that the location is available.
- **That an OC Fair & Event Center written confirmation approving each date and specific location is required prior to renter promoting or advertising an event. This avoids any miscommunication between renter's attendees and the OC Fair & Event Center.**
- **To provide proof of insurance upon signing this agreement.**
- To notify the District (OCFEC) of any accident that takes place during the training. **The Safety & Traffic Department can be reached by phone at (714) 708-1588, 24 hours a day, or they can be located at the Safety & Traffic Office near Gate 5 off Arlington Drive between the hours of 6:00 AM - 12:00 Midnight.**
- To reimburse the District (OCFEC) for any out of pocket expenses related to this event.
- That any and all equipment, materials and vehicles will be removed from OCFEC property after the final day of training or after each single day session.
- That alcohol brought on grounds by exhibitors, attendees or event personnel is strictly prohibited.
- That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of your event and removal from the premises.
- That damage occurring in the parking lot and/or of OCFEC property will be itemized and invoiced. Payment will be due prior to any new activity taking place at the OC Fair & Event Center.
- To limit speeds to 40 MPH.
- That parking lot usage will be conducted in a safe manner, with consideration of other activities taking place at the OC Fair & Event Center. To ensure safety within and around your event, the District (OCFEC) may, at the expense of the renter, construct a barrier around the perimeter of the driving portion of the event. Renter will be responsible for all further necessary precautions in and around the event.

FORM F-31

AGREEMENT NO. **R-006-22**

REVIEWED _____

DATE **November 15, 2021**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

January 1 - December 31, 2022

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Newport Beach Police Department Officer Training

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

\$100.00 per day

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe

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

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.
15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

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

**Newport Beach Police Department
870 Santa Barbara Drive
Newport Beach, CA 92660**

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

By: _____ Date: _____
Title: Brian Haas, Sergeant

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

EXHIBIT "A"

Event Name:	Newport Beach Police Department Officer Training	Contract No:	R-006-22
Contact Person:	Brian Haas	Phone:	(949) 644-3744
Event Dates:	01/01/2022 - 12/31/2022	Hours:	7:00 AM - 4:00 PM
Projected Attendance:			15

LOCATION(S):

Available Parking Lot \$100.00 Per Day

RENTER AGREES:

- That this agreement covers all officer training to take place at the OC Fair & Event Center during the 2022 calendar year.
- To contact the Event Sales & Services Department at (714) 708-1545 prior to scheduling any training sessions to ensure that the location is available.
- **That an OC Fair & Event Center written confirmation approving each date and specific location is required prior to renter promoting or advertising an event. This avoids any miscommunication between renter's attendees and the OC Fair & Event Center.**
- **To provide proof of insurance upon signing this agreement.**
- To notify the District (OCFEC) of any accident that takes place during the training. **The Safety & Traffic Department can be reached by phone at (714) 708-1588, 24 hours a day, or they can be located at the Safety & Traffic Office near Gate 5 off Arlington Drive between the hours of 6:00 AM - 12:00 Midnight.**
- To reimburse the District (OCFEC) for any out of pocket expenses related to this event.
- That any and all equipment, materials and vehicles will be removed from OCFEC property after the final day of training or after each single day session.
- That alcohol brought on grounds by exhibitors, attendees or event personnel is strictly prohibited.
- That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of your event and removal from the premises.
- That damage occurring in the parking lot and/or of OCFEC property will be itemized and invoiced. Payment will be due prior to any new activity taking place at the OC Fair & Event Center.
- To limit speeds to 40 MPH.
- That parking lot usage will be conducted in a safe manner, with consideration of other activities taking place at the OC Fair & Event Center. To ensure safety within and around your event, the District (OCFEC) may, at the expense of the renter, construct a barrier around the perimeter of the driving portion of the event. Renter will be responsible for all further necessary precautions in and around the event.

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-008-22**

DATE **December 17, 2021**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

January 1 - December 31, 2022

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

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

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

Fee Waived

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "D" "E" "F" and "V" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe

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

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.
15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

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

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

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

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

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

EXHIBIT A

Event Information			
Event Name:	Mass Reception, Care and Shelter Site	Contract No:	R-008-22
Contact Person:	Donald Barnes	Phone:	(714) 628-7672
Event Date:	01/01/2022 - 12/31/2022	Hours:	12:00 AM - 11:59 PM Daily
Vehicle Parking Fee:	No Charge	Projected Attendance:	500 - 10,000

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

FORM F-31

AGREEMENT NO. **R-012-22**

REVIEWED _____

DATE **January 14, 2022**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

January 1 - December 31, 2022

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

OC Beekeepers Association Meetings

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

\$90.00 per month - Monthly Club Meeting
\$120.00 per additional meetings

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "D" "E" "F" and "V" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably

within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.
15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

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

**OC Beekeepers Association
1142 West Porter Avenue
Fullerton, CA 92833**

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

By: _____ Date: _____
Title: Elizabeth Savage, President

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

AGREEMENT: R-012-22
DATED: January 14, 2022
WITH: OC Beekeepers Association
PHONE: (714) 348-7486

EXHIBIT "A"

DATE(S) OF EVENT: **January 1, 2022 and ending December 31, 2022**

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

RENTER AGREES:

- That the term of this Agreement is from January 1, 2022 through December 31, 2022.
- **To conduct monthly meetings on the second Tuesday of each month from January through December; excluding the months of July and August (*see dates below*). Monthly OC Beekeepers Association Meetings are scheduled from 7:00 PM to 10:00 PM but may begin as early as 6:30 PM. Teardown is to be concluded by 10:30 PM.**

January 4, 2022
February 1, 2022
March 1, 2022
April 5, 2022

May 3, 2022
June 7, 2022
September 6, 2022
October 4, 2022

November 1, 2022
December 3, 2022 (Sat)
11:00 AM to 4:00 PM

- **Additional meetings confirmed below are scheduled from 9:00 AM to 4:00 PM. Additional meetings are to be charged at \$120.00 per meeting.**

January 9, 2022
January 22, 2022

February 13, 2022
March 13, 2022

April 3, 2022
October 9, 2022

- To contact Centennial Farm staff at (714) 708-1619 to schedule, change or confirm any additional meetings.
- That all members and patrons of renter listed above will enter the property at the Main Gate (Gate 1), off Fair Drive and enter through the Centennial Farm Gate Monday through Friday. Should Main Gate (Gate 1) need to be closed due to an event taking place at the OC Fair & Event Center, members and patrons of Renter listed above can access the property at Gate 4 off of Arlington Drive.
- That parking around the building is not permitted. Staff and members are required to park in Parking Lot B in a marked parking stall or where otherwise instructed by OCFEC Parking Staff.
- That no setup may take place prior to the time designated on this Rental Agreement.
- Renter is responsible for setup and teardown of the meetings.
- To provide all supplies, paper goods, coffee pots and food items necessary to conduct monthly meetings.
- Staffing and additional equipment rental/usage costs are not included in this rental agreement. Please refer to the rental rates sheet on OCFair.com for more information.
- To remove all renters supplies and equipment after each meeting. Renter understands that there is no storage space available for Renter's equipment.
- To leave the facilities in the same condition as when possession was taken. If facility is left unkempt and/or not returned to proper state, OCFEC reserves the right to terminate this contract (*see Exhibit D for Silo layout*).
- That all trash generated by renter be taken out to appropriate disposal area outside the Silo Building.
- To reimburse District (OCFEC) for any out of pocket expenses incurred due to damage caused by the Renter or its members.

- That office supplies and office equipment are not included in this rental.
- That OCFEC phones are not available for outside calls. In case of an emergency, Renter is to contact the Security & Traffic Department at (714) 708-1588. Security & Traffic will then notify outside emergency personnel if needed.
- To provide proof of insurance coverage for January 1, 2022 through December 31, 2022.
- To pay \$90.00 per month for use of the Silo Building for one club meeting per month. Additional meetings will be charged at \$120.00 per meeting.
- Credit of \$480.00 remaining from cancelled meetings April 14, 2020 to December 8, 2020 (this includes November 15th additional meeting at \$120.00).

32nd District (OCFEC) will provide:

- Tables and chairs for the monthly meeting (limited to what is available in the Silo Building).
- Access to the Centennial Farm Gate and Silo Building.
- Parking access through the Main Gate (Gate 1) off Fair Drive. Should Main Gate (Gate 1) need to be closed, parking access will be available through Gate 4.

Payment Schedule:

Remaining credit of \$480.00 will be applied to total payment of \$1,620.00. Payment of \$1,140.00 is due on or before January 31, 2022 for period covering January, 2022 through December, 2022.

A \$25.00 late fee will be added if payment is not received by the due date listed above.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at <https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>

EXHIBIT V

See Exhibit V for OCFEC COVID-19 Infection Mitigation Protocol and Procedure Guidelines.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

SOUND ORDINANCE

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

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. OC Beekeepers Association must comply with all California State Fire Codes. State Fire Marshal may require changes to event layout. If so, OC Beekeepers Association must execute changes within the specified time frame.

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-018-22**

DATE **January 6, 2022**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

January 6 - December 31, 2022

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Farmer's Market

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

\$336.00 per month

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe

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

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.
15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

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

**Orange County Farm Bureau
13042 Old Myford Road
Irvine, CA 92620**

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

By: _____ Date: _____
Title: Patricia Harrison, Manager

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

EXHIBIT A

Event Information

Event Name:	Farmer's Market	Contract No:	R-018-22
Contact Person:	Kathy Nakase	Phone:	(714) 573-0374
Event Dates:	01/06/2022 - 12/31/2022	Hours:	9:00 AM - 1:00 PM

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>
Parking Lot D	January 6, 13, 20, 27	09:00 AM - 01:00 PM Event
Parking Lot D	February 3, 10, 17, 24	09:00 AM - 01:00 PM Event
Parking Lot D	March 3, 10, 17, 24, 31	09:00 AM - 01:00 PM Event
Parking Lot D	April 7, 14, 21, 28	09:00 AM - 01:00 PM Event
Parking Lot D	May 5, 12, 19, 26	09:00 AM - 01:00 PM Event
Parking Lot D	June 2, 9, 16, 23, 30	09:00 AM - 01:00 PM Event
Parking Lot D or E*	July 7, 14, 21, 28	09:00 AM - 01:00 PM Event
Parking Lot D or E*	August 4, 11, 18, 25	09:00 AM - 01:00 PM Event
Parking Lot D	September 1, 8, 15, 22, 29	09:00 AM - 01:00 PM Event
Parking Lot D	October 6, 13, 20, 27	09:00 AM - 01:00 PM Event
Parking Lot D	November 3, 10, 17, 24	09:00 AM - 01:00 PM Event
Parking Lot D	December 1, 8, 15, 22, 29	09:00 AM - 01:00 PM Event

***During the OC Fair, the Farmer's Market will move to Parking Lot E**

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

FACILITY RENTAL FEES

Payment of \$336.00 due on the fifth (5th) day of every month.

LOCATION(S)

A portion of Parking Lot D or Parking Lot E is to be utilized. It is understood that same location may not always be available due to special events and/or construction; however, an alternate location will be made available. In the event of relocation, the OCFEC will notify Renter and it will be the Renter's responsibility to notify the farmers of such change.

OC FAIR & EVENT CENTER AGREES

- To provide traffic cones and signage during each Farmer's Market event.
- To provide trash receptacles, water connections and restroom facilities.

RENTER AGREES

- That upon completion of each event day, premises including area used for public parking will be left in its original condition.
- That cost of any additional cleanup provided by OCFEC will be payable by the Orange County Farm Bureau and due upon receipt of an itemized invoice.
- To remove any signs and/or banners from OCFEC property at the end of each event day.
- That any activity other than selling certified products must be approved in writing by OCFEC Management. OCFEC Management reserves the right to disallow setup of any vendor deemed inappropriate for the Farmer's Market.
- That the OCFEC retains all food and beverage concession rights.
- To ensure that metal poles are capped. Renter may be responsible for the cost of patching and/or repaving the parking lot if pole caps are not used. In addition, Renter may be fined if vendors do not comply.
- To provide technical assistance and advice to Centennial Farm.

EXHIBIT A

Event Information

- To accept current rental location “as is.”
- To provide proof of insurance coverage for effective dates of this agreement by no later than January 6, 2022.
- To provide current proof of Workers’ Compensation Insurance by no later than January 6, 2022.
- To pay for electricity (at cost) should it be required as well as available.

PAYMENT SCHEDULE

\$336.00 due on the fifth (5th) day of every month. A \$50.00 late fee will be added if payment is not received by the first (1st) day of the following calendar month.

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

EXHIBIT V

See Exhibit V for OCFEC COVID-19 Infection Mitigation Protocol and Procedure Guidelines.

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

SOUND ORDINANCE

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

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Orange County Farm Bureau must comply with all California State Fire Codes. State Fire Marshal may require changes to event layout. If so, Orange County Farm Bureau must execute changes within the specified time frame.

FORM F-31

AGREEMENT NO. **R-021-22**

REVIEWED _____

DATE **December 16, 2021**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

January 17 - 21, 2022

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Southern California Preview

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

\$18,336.75

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe

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

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.
15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

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

WWSRA
726 Tencity Dr, Unit B
Longmont, CO 80504

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

By: _____ Date: _____
Title: Cami Floros-Garrison, Association Director

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

EXHIBIT A

Event Information				
Event Name:	Southern California Preview	Contract No:	R-021-22	
Contact Person:	Cami Floros-Garrison	Phone:	(303) 532-4002	
Event Date:	01/18/2022 - 01/20/2022	Hours:	Tuesday: 7:30 AM - 7:00 PM	
			Wednesday: 7:30 AM - 7:00 PM	
			Thursday: 7:30 AM - 3:00 PM	

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

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Monday			
Anaheim Building (#16)	01/17/2022 08:00 AM - 06:00 PM	Move In	1,250.00
Tuesday			
Anaheim Building (#16)	01/18/2022 07:30 AM - 07:00 PM	Event	2,500.00
Wednesday			
Anaheim Building (#16)	01/19/2022 07:30 AM - 07:00 PM	Event	2,500.00
Thursday			
Anaheim Building (#16)	01/20/2022 07:30 AM - 03:00 PM	Event	2,500.00
Friday			
Anaheim Building (#16)	01/21/2022 06:00 AM - 11:59 AM	Move Out	No Charge
Total:			8,750.00

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

Move out must be completed by 11:59 AM Friday - January 21, 2022 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
50 Amp Drop	Estimate 3	3.00	EA	70.00	EA	210.00
Dumpster	Estimate 7	7.00	EA	19.00	EA	133.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage	Estimate Only	1.00	EA	700.00	EVT	700.00
Portable Electronic Message Board	01/18/2022 - 01/21/2022	1.00	EA	75.00	EA/DAY	300.00
Scissor Lift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Sweeper (In-House)	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Total:						1,643.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	31.00	HR	124.00
Grounds Attendant	Estimate 3 Hours	3.00	HR	26.00	HR	78.00
Electrician	Estimate 3 Hours	3.00	HR	65.00	HR	195.00
Event Day						
Janitorial Attendant - AM	01/18/2022 07:00AM - 11:00AM	2.00	EA	26.00	HR	208.00
Janitorial Attendant - PM	01/18/2022 01:00PM - 05:00PM	2.00	EA	26.00	HR	208.00
Janitorial Attendant - AM	01/19/2022 07:00AM - 11:00AM	2.00	EA	26.00	HR	208.00
Janitorial Attendant - PM	01/19/2022 01:00PM - 05:00PM	2.00	EA	26.00	HR	208.00

EXHIBIT A

Event Information						
Janitorial Attendant - PM	01/20/2022 11:00AM - 03:00PM	2.00	EA	26.00	HR	208.00
Janitorial Attendant - AM	01/20/2022 07:00AM - 11:00AM	2.00	EA	26.00	HR	208.00
Clean Up						
Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	31.00	HR	124.00
Grounds Attendant	Estimate 4 Hours	4.00	HR	26.00	HR	104.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	26.00	HR	104.00
Electrician	Estimate 2 Hours	2.00	HR	65.00	HR	130.00
<u>Event Sales & Services</u>						
Event Coordinator	01/18/2022 06:30AM - 07:00PM	1.00	EA	51.50	HR	643.75
Event Coordinator	01/19/2022 06:30AM - 07:00PM	1.00	EA	51.50	HR	643.75
Event Coordinator	01/20/2022 06:30AM - 03:00PM	1.00	EA	51.50	HR	437.75
<u>Safety & Security</u>						
Security Attendant - Overnight	01/17/2022 06:00PM - 06:30AM	1.00	EA	26.00	HR	325.00
Security Attendant	01/18/2022 06:30AM - 07:30PM	2.00	EA	26.00	HR	676.00
Security Attendant - Overnight	01/18/2022 07:30PM - 06:30AM	1.00	EA	26.00	HR	286.00
Security Attendant	01/19/2022 06:30AM - 07:30PM	2.00	EA	26.00	HR	676.00
Security Attendant - Overnight	01/19/2022 07:30PM - 06:30AM	1.00	EA	26.00	HR	286.00
Security Attendant	01/20/2022 06:30AM - 03:30PM	2.00	EA	26.00	HR	468.00
<u>Outside Services</u>						
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						6,943.75

Summary

Facility Rental Total	\$8,750.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$8,586.75
Refundable Deposit	\$1,000.00
Grand Total:	\$18,336.75

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$18,336.75
Total:		\$18,297.75

Please Remit Payment in *Check Only*

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

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

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at <https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>

EXHIBIT V

See Exhibit V for OCFEC COVID-19 Infection Mitigation Protocol and Procedure Guidelines.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. WWSRA must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, WWSRA must execute changes within the specified timeframe.

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-022-22**

DATE **December 2, 2021**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

January 21 - 24, 2022

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

SoCAL World Guitar Show

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

\$17,734.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe

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

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.
15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

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

Tex*us Guitar Shows, Inc.
P.O. Box 1000
Sperry, OK 74073

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

By: _____ Date: _____
Title: Larry Briggs, Promoter

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

EXHIBIT A

Event Information				
Event Name:	SoCAL World Guitar Show	Contract No:	R-022-22	
Contact Person:	Larry Briggs	Phone:	(918) 288-2222	
Event Date:	01/22/2022 - 01/23/2022	Hours:	Saturday: 10:00 AM - 5:00 PM Sunday: 10:00 AM - 4:00 PM	

Admission Price: Adult: \$20.00 Child: 11 & Under Free

Vehicle Parking Fee: \$10.00 General Parking **Projected Attendance:** 1,000 Per Day

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
The Hangar	01/21/2022 06:00 AM - 10:00 PM	Move In	1,900.00
Saturday			
The Hangar	01/22/2022 10:00 AM - 05:00 PM	Event	3,800.00
Sunday			
The Hangar	01/23/2022 10:00 AM - 04:00 PM	Event	3,800.00
Monday			
The Hangar	01/24/2022 06:00 AM - 11:59 AM	Move Out	No Charge
Total:			9,500.00

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

Move out must be completed by 11:59 AM Monday - January 24, 2022 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
Chair (Individual)	TBD	TBD	EA	2.50	EA	TBD
Dumpster	Estimate 5	5.00	EA	19.00	EA	95.00
Electrical Splitter Box	Estimate 1	1.00	EA	55.00	EA	55.00
Electrical Usage	Estimate Only	1.00	EA	800.00	EVT	800.00
Hang Tag - 2 Day	TBD	TBD	EA	TBD	EA	TBD
Marquee Board	01/17/2022 - 01/23/2022	1.00	EA	Included		Included
Portable Electronic Message Board	01/22/2022 - 01/23/2022	2.00	EA	75.00	EA/DAY	300.00
Public Address System (Per Building)	01/22/2022 - 01/23/2022	1.00	EA	75.00	EA/DAY	150.00
Scissor Lift	TBD	TBD	HR	75.00	HR	TBD
Stanchion	Estimate 12	12.00	EA	5.00	EA	60.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Total:						1,685.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 6 Hours	6.00	HR	26.00	HR	156.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	26.00	HR	104.00
Electrician	Estimate 1 Hour	1.00	HR	65.00	HR	65.00
Event Day						
Grounds Attendant Lead	01/22/2022 09:00AM - 05:00PM	1.00	EA	31.00	HR	248.00
Grounds Attendant	01/22/2022 09:00AM - 05:00PM	1.00	EA	26.00	HR	208.00
Janitorial Attendant	01/22/2022 09:00AM - 05:00PM	2.00	EA	26.00	HR	416.00

EXHIBIT A

Event Information						
Grounds Attendant Lead	01/23/2022 09:00AM - 04:00PM	1.00	EA	31.00	HR	217.00
Grounds Attendant	01/23/2022 09:00AM - 04:00PM	1.00	EA	26.00	HR	182.00
Janitorial Attendant	01/23/2022 09:00AM - 04:00PM	2.00	EA	26.00	HR	364.00
Clean Up						
Grounds Attendant Lead	Estimate 3 Hours	3.00	HR	31.00	HR	93.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	26.00	HR	104.00
Electrician	Estimate 1 Hour	1.00	HR	65.00	HR	65.00
Event Sales & Services						
Event Coordinator	01/22/2022 09:00AM - 05:00PM	1.00	EA	51.50	HR	412.00
Event Coordinator	01/23/2022 09:00AM - 04:00PM	1.00	EA	51.50	HR	360.50
Insurance						
S.E.L.I. Insurance	01/22/2022 - 01/23/2022	1.00	EA	165.00	EA/DAY	330.00
<i>(Includes coverage for Move-in/Move-out period listed on Rental Agreement)</i>						
Parking						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Parking Attendant	Estimate 16 Hours	16.00	HR	26.00	HR	416.00
Safety & Security						
Security Attendant - Overnight	01/21/2022 05:00PM - 10:00AM	1.00	EA	26.00	HR	442.00
Security Attendant - Overnight	01/22/2022 05:00PM - 09:00AM	1.00	EA	26.00	HR	416.00
Technology						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
Outside Services						
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Total: 5,549.00

Summary

Facility Rental Total	\$9,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$7,234.00
Refundable Deposit	\$1,000.00

Grand Total: \$17,734.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$17,734.00

Total: \$17,734.00

Please Remit Payment in *Check Only*

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

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

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at <https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>

EXHIBIT V

See Exhibit V for OCFEC COVID-19 Infection Mitigation Protocol and Procedure Guidelines.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Tex*us Guitar Shows, Inc. must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Tex*us Guitar Shows, Inc. must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-039-22**

REVIEWED _____

DATE **January 12, 2022**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

February 6 - March 19, 2022

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Natural Products Storage

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

\$107,297.50

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe

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

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.
15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

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

GES
7000 Lindell Road
Las Vegas, NV 89118

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

By: _____ Date: _____
Title: Sean Maddock, Director of Operations

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

EXHIBIT A

Event Information			
Event Name:	Natural Products Storage	Contract No:	R-039-22
Contact Person:	Sean Maddock	Phone:	(619) 386-8447
Event Date:	02/08/2022 - 03/17/2022	Hours:	5:30 AM - 6:00 PM
Vehicle Parking Fee:	No Charge	Projected Attendance:	100

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Sunday			
¼ Parking Lot A (South)	02/06/2022 07:00 AM - 11:59 PM	Move In	262.50
Parking Lot H	02/06/2022 07:00 AM - 11:59 PM	Move In	1,050.00
Monday			
¼ Parking Lot A (South)	02/07/2022 07:00 AM - 11:59 PM	Move In	262.50
Parking Lot H	02/07/2022 07:00 AM - 11:59 PM	Move In	1,050.00
Tuesday			
¼ Parking Lot A (South)	02/08/2022 05:30 AM - 06:00 PM	Event	525.00
Parking Lot H	02/08/2022 05:30 AM - 06:00 PM	Event	2,100.00
Wednesday			
¼ Parking Lot A (South)	02/09/2022 05:30 AM - 06:00 PM	Event	525.00
Parking Lot H	02/09/2022 05:30 AM - 06:00 PM	Event	2,100.00
Thursday			
¼ Parking Lot A (South)	02/10/2022 05:30 AM - 06:00 PM	Event	525.00
Parking Lot H	02/10/2022 05:30 AM - 06:00 PM	Event	2,100.00
Friday			
¼ Parking Lot A (South)	02/11/2022 05:30 AM - 06:00 PM	Event	525.00
Parking Lot H	02/11/2022 05:30 AM - 06:00 PM	Event	2,100.00
Saturday			
¼ Parking Lot A (South)	02/12/2022 07:00 AM - 11:59 PM	Dark Day	262.50
Parking Lot H	02/12/2022 07:00 AM - 11:59 PM	Dark Day	1,050.00
Sunday			
¼ Parking Lot A (South)	02/13/2022 07:00 AM - 11:59 PM	Dark Day	262.50
Parking Lot H	02/13/2022 07:00 AM - 11:59 PM	Dark Day	1,050.00
Monday			
¼ Parking Lot A (South)	02/14/2022 05:30 AM - 06:00 PM	Event	525.00
Parking Lot H	02/14/2022 05:30 AM - 06:00 PM	Event	2,100.00
Tuesday			
¼ Parking Lot A (South)	02/15/2022 05:30 AM - 06:00 PM	Event	525.00
Parking Lot H	02/15/2022 05:30 AM - 06:00 PM	Event	2,100.00
Wednesday			
¼ Parking Lot A (South)	02/16/2022 05:30 AM - 06:00 PM	Event	525.00
Parking Lot H	02/16/2022 05:30 AM - 06:00 PM	Event	2,100.00
Thursday			
¼ Parking Lot A (South)	02/17/2022 05:30 AM - 06:00 PM	Event	525.00
Parking Lot H	02/17/2022 05:30 AM - 06:00 PM	Event	2,100.00
Friday			
¼ Parking Lot A (South)	02/18/2022 05:30 AM - 06:00 PM	Event	525.00
Parking Lot H	02/18/2022 05:30 AM - 06:00 PM	Event	2,100.00
Saturday			
¼ Parking Lot A (South)	02/19/2022 07:00 AM - 11:59 PM	Dark Day	262.50
Parking Lot H	02/19/2022 07:00 AM - 11:59 PM	Dark Day	1,050.00

EXHIBIT A

Event Information

Sunday

¼ Parking Lot A (South)	02/20/2022 07:00 AM - 11:59 PM	Dark Day	262.50
Parking Lot H	02/20/2022 07:00 AM - 11:59 PM	Dark Day	1,050.00

Monday

¼ Parking Lot A (South)	02/21/2022 05:30 AM - 06:00 PM	Event	525.00
Parking Lot H	02/21/2022 05:30 AM - 06:00 PM	Event	2,100.00

Tuesday

¼ Parking Lot A (South)	02/22/2022 05:30 AM - 06:00 PM	Event	525.00
Parking Lot H	02/22/2022 05:30 AM - 06:00 PM	Event	2,100.00

Wednesday

¼ Parking Lot A (South)	02/23/2022 05:30 AM - 06:00 PM	Event	525.00
Parking Lot H	02/23/2022 05:30 AM - 06:00 PM	Event	2,100.00

Thursday

¼ Parking Lot A (South)	02/24/2022 05:30 AM - 06:00 PM	Event	525.00
Parking Lot H	02/24/2022 05:30 AM - 06:00 PM	Event	2,100.00

Friday

¼ Parking Lot A (South)	02/25/2022 05:30 AM - 06:00 PM	Event	525.00
Parking Lot H	02/25/2022 05:30 AM - 06:00 PM	Event	2,100.00

Saturday

¼ Parking Lot A (South)	02/26/2022 07:00 AM - 11:59 PM	Dark Day	262.50
Parking Lot H	02/26/2022 07:00 AM - 11:59 PM	Dark Day	1,050.00

Sunday

¼ Parking Lot A (South)	02/27/2022 07:00 AM - 11:59 PM	Dark Day	262.50
Parking Lot H	02/27/2022 07:00 AM - 11:59 PM	Dark Day	1,050.00

Monday

¼ Parking Lot A (South)	02/28/2022 05:30 AM - 06:00 PM	Event	525.00
Parking Lot H	02/28/2022 05:30 AM - 06:00 PM	Event	2,100.00

Tuesday

¼ Parking Lot A (South)	03/01/2022 05:30 AM - 06:00 PM	Event	525.00
Parking Lot H	03/01/2022 05:30 AM - 06:00 PM	Event	2,100.00

Wednesday

¼ Parking Lot A (South)	03/02/2022 05:30 AM - 06:00 PM	Event	525.00
Parking Lot H	03/02/2022 05:30 AM - 06:00 PM	Event	2,100.00

Thursday

¼ Parking Lot A (South)	03/03/2022 05:30 AM - 06:00 PM	Event	525.00
Parking Lot H	03/03/2022 05:30 AM - 06:00 PM	Event	2,100.00

Friday

¼ Parking Lot A (South)	03/04/2022 05:30 AM - 06:00 PM	Event	525.00
Parking Lot H	03/04/2022 05:30 AM - 06:00 PM	Event	2,100.00

Saturday

¼ Parking Lot A (South)	03/05/2022 07:00 AM - 11:59 PM	Dark Day	262.50
Parking Lot H	03/05/2022 07:00 AM - 11:59 PM	Dark Day	1,050.00

Sunday

¼ Parking Lot A (South)	03/06/2022 07:00 AM - 11:59 PM	Dark Day	262.50
Parking Lot H	03/06/2022 07:00 AM - 11:59 PM	Dark Day	1,050.00

Monday

¼ Parking Lot A (South)	03/07/2022 05:30 AM - 06:00 PM	Event	525.00
Parking Lot H	03/07/2022 05:30 AM - 06:00 PM	Event	2,100.00

EXHIBIT A

Event Information

Tuesday

¼ Parking Lot A (South)	03/08/2022 05:30 AM - 06:00 PM	Event	525.00
Parking Lot H	03/08/2022 05:30 AM - 06:00 PM	Event	2,100.00

Wednesday

¼ Parking Lot A (South)	03/09/2022 05:30 AM - 06:00 PM	Event	525.00
Parking Lot H	03/09/2022 05:30 AM - 06:00 PM	Event	2,100.00

Thursday

¼ Parking Lot A (South)	03/10/2022 05:30 AM - 06:00 PM	Event	525.00
Parking Lot H	03/10/2022 05:30 AM - 06:00 PM	Event	2,100.00

Friday

¼ Parking Lot A (South)	03/11/2022 05:30 AM - 06:00 PM	Event	525.00
Parking Lot H	03/11/2022 05:30 AM - 06:00 PM	Event	2,100.00

Saturday

¼ Parking Lot A (South)	03/12/2022 07:00 AM - 11:59 PM	Dark Day	262.50
Parking Lot H	03/12/2022 07:00 AM - 11:59 PM	Dark Day	1,050.00

Sunday

¼ Parking Lot A (South)	03/13/2022 07:00 AM - 11:59 PM	Dark Day	262.50
Parking Lot H	03/13/2022 07:00 AM - 11:59 PM	Dark Day	1,050.00

Monday

¼ Parking Lot A (South)	03/14/2022 05:30 AM - 06:00 PM	Event	525.00
Parking Lot H	03/14/2022 05:30 AM - 06:00 PM	Event	2,100.00

Tuesday

¼ Parking Lot A (South)	03/15/2022 05:30 AM - 06:00 PM	Event	525.00
Parking Lot H	03/15/2022 05:30 AM - 06:00 PM	Event	2,100.00

Wednesday

¼ Parking Lot A (South)	03/16/2022 05:30 AM - 06:00 PM	Event	525.00
Parking Lot H	03/16/2022 05:30 AM - 06:00 PM	Event	2,100.00

Thursday

¼ Parking Lot A (South)	03/17/2022 05:30 AM - 06:00 PM	Event	525.00
Parking Lot H	03/17/2022 05:30 AM - 06:00 PM	Event	2,100.00

Friday

¼ Parking Lot A (South)	03/18/2022 07:00 AM - 11:59 PM	Move Out	262.50
Parking Lot H	03/18/2022 07:00 AM - 11:59 PM	Move Out	1,050.00

Saturday

¼ Parking Lot A (South)	03/19/2022 07:00 AM - 11:59 PM	Move Out	262.50
Parking Lot H	03/19/2022 07:00 AM - 11:59 PM	Move Out	1,050.00

Total: 91,875.00

Hosting of this event in the above specified spaces, ¼ Parking Lot A (South) and Parking Lot H, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also insurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 PM Saturday - March 19, 2022 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
100 Amp Drop	TBD	TBD EA	180.00 EA	TBD
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD

EXHIBIT A

Event Information						
Electrical Usage	Estimate Only	1.00	EA	760.00	EVT	760.00
Sweeper (In-House)	Estimate 8 Hours	8.00	HR	75.00	HR	600.00
Total:						1,360.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Event Days	02/08/2022 - 02/11/2022					
Grounds Attendant	Estimate 5 Hours	5.00	HR	26.00	HR	130.00
	02/14/2022 - 02/18/2022					
Grounds Attendant	Estimate 5 Hours	5.00	HR	26.00	HR	130.00
	02/21/2022 - 02/25/2022					
Grounds Attendant	Estimate 5 Hours	5.00	HR	26.00	HR	130.00
	02/28/2022 - 03/04/2022					
Grounds Attendant	Estimate 5 Hours	5.00	HR	26.00	HR	130.00
	03/07/2022 - 03/11/2022					
Grounds Attendant	Estimate 5 Hours	5.00	HR	26.00	HR	130.00
	03/14/2022 - 03/17/2022					
Grounds Attendant	Estimate 5 Hours	5.00	HR	26.00	HR	130.00
Clean Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
<u>Event Sales & Services</u>						
	02/08/2022 - 02/11/2022					
Event Coordinator	Estimate 8 Hours	8.00	HR	51.50	HR	412.00
	02/14/2022 - 02/18/2022					
Event Coordinator	Estimate 8 Hours	8.00	HR	51.50	HR	412.00
	02/21/2022 - 02/25/2022					
Event Coordinator	Estimate 8 Hours	8.00	HR	51.50	HR	412.00
	02/28/2022 - 03/04/2022					
Event Coordinator	Estimate 8 Hours	8.00	HR	51.50	HR	412.00
	03/07/2022 - 03/11/2022					
Event Coordinator	Estimate 8 Hours	8.00	HR	51.50	HR	412.00
	03/14/2022 - 03/17/2022					
Event Coordinator	Estimate 8 Hours	8.00	HR	51.50	HR	412.00
<u>Outside Services</u>						
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						4,062.50

Summary

Facility Rental Total	\$91,875.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$5,422.50
Refundable Deposit	\$10,000.00
Grand Total:	\$107,297.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$107,297.50
Total:		\$107,297.50

EXHIBIT A

Event Information

Please Remit Payment in *Check or Credit Card Only*

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

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at <https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>

EXHIBIT V

See Exhibit V for OCFEC COVID-19 Infection Mitigation Protocol and Procedure Guidelines.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

RENTER AGREES

That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of your event and removal from the premises.

That damage occurring in Parking Lot A, Parking Lot H and/or of OCFEC property will be itemized and invoiced.

To limit speeds to 10 MPH.

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

SECURITY

Security plan must be submitted to OCFEC Security & Traffic Department by **January 24, 2022** for review and approval. **With the exception of the Orange County Sheriffs, no armed security is allowed on site.**

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. GES must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, GES must execute changes within the specified timeframe.

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-041-22**

DATE **December 8, 2021**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

January 14 - 15, 2022

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

In-N-Out Burger Fundraiser

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

\$62,523.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe

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

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.
15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

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

**In-N-Out Burger
4199 Campus Drive
Irvine, CA 92612**

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

By: _____ Date: _____
**Title: Jordan Courtney, Charitable Events
Supervisor**

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

EXHIBIT A

Event Information			
Event Name:	In-N-Out Burger Fundraiser	Contract No:	R-041-22
Contact Person:	Courtney Mistofsky	Phone:	(949) 426-3942
Event Date:	01/15/2022	Hours:	Saturday: 11:00 AM - 8:00 PM

Admission Price: TBD

Vehicle Parking Fee: Parking Buyout (*See Summary*) **Projected Attendance:** 1,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Anaheim Building (#16)	01/14/2022 08:00 AM - 05:00 PM	Move In	1,250.00
Festival Field Asphalt	01/14/2022 08:00 AM - 05:00 PM	Move In	1,800.00
Los Alamitos Building (#14)	01/14/2022 08:00 AM - 05:00 PM	Move In	1,600.00
Main Mall	01/14/2022 08:00 AM - 05:00 PM	Move In	900.00
OC Promenade (Span)	01/14/2022 08:00 AM - 05:00 PM	Move In	1,250.00
Parking Lot I	01/14/2022 08:00 AM - 05:00 PM	Move In	1,050.00
The Hangar	01/14/2022 08:00 AM - 05:00 PM	Move In	1,900.00
Saturday			
Anaheim Building (#16)	01/15/2022 11:00 AM - 08:00 PM	Event	2,500.00
Festival Field Asphalt	01/15/2022 11:00 AM - 08:00 PM	Event	3,600.00
Los Alamitos Building (#14)	01/15/2022 11:00 AM - 08:00 PM	Event	3,200.00
Main Mall	01/15/2022 11:00 AM - 08:00 PM	Event	1,800.00
OC Promenade (Span)	01/15/2022 11:00 AM - 08:00 PM	Event	2,500.00
Parking Lot I	01/15/2022 11:00 AM - 08:00 PM	Event	2,100.00
The Hangar	01/15/2022 11:00 AM - 08:00 PM	Event	3,800.00

Total: 29,250.00

Hosting of this event in the above specified spaces, Anaheim Building, Festival Field Asphalt, Los Alamitos Building, Main Mall, OC Promenade, Parking Lot I and The Hangar, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 PM Saturday - January 15, 2022 to avoid additional charges.

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>	<u>Actual</u>
10 MB Internet - Hard Line	TBD	TBD	EA	150.00 EA/DAY	TBD
25 MB Internet - Hard Line	TBD	TBD	EA	250.00 EA/DAY	TBD
20 Amp Drop	TBD	TBD	EA	25.00 EA	TBD
50 Amp Drop	TBD	TBD	EA	70.00 EA	TBD
100 Amp Drop	Estimate 1	1.00	EA	180.00 EA	180.00
200 Amp Drop	Estimate 1	1.00	EA	360.00 EA	360.00
Barricade (Metal)	TBD	TBD	EA	15.00 EA	TBD
Cable Ramp	TBD	TBD	EA	15.00 EA	TBD
Dumpster	Estimate 8	8.00	EA	19.00 EA	152.00
Electrical Splitter Box	Estimate 5	5.00	EA	55.00 EA	275.00
Electrical Usage	Estimate Only	1.00	EA	1,500.00 EVT	1,500.00
Forklift	Estimate 2 Hours	2.00	HR	75.00 HR	150.00
Man Lift	Estimate 4 Hours	4.00	HR	75.00 HR	300.00
Marquee Board	01/09/2022 - 01/15/2022	1.00	WK	Included	Included
Picnic Table (Rectangular & Round)	Estimate 20	20.00	EA	15.00 EA	300.00
Portable Electronic Message Board	01/15/2022	2.00	EA	75.00 EA/DAY	150.00
Projector (12,000 Lumens)	01/15/2022	1.00	EA	3,000.00 EA/DAY	3,000.00
Projector Screen in Hangar	01/15/2022	1.00	EA	300.00 EA/DAY	300.00
Public Address System (Per Building)	TBD	TBD	DAY	75.00 DAY	TBD

EXHIBIT A

Event Information						
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 10 Hours	10.00	HR	75.00	HR	750.00
Ticket Booth (Double Window)	TBD	TBD	EA	100.00	EA	TBD
Wireless Internet Router	TBD	TBD	EA	75.00	EA	TBD
Total:						7,417.00
Reimbursable Personnel and Services Fees						
Description	Date-Time	Units		Rate		Actual
<u>Event Operations</u>						
<u>Set Up</u>						
Grounds Attendant Lead	Estimate 12 Hours	12.00	HR	31.00	HR	372.00
Grounds Attendant	Estimate 12 Hours	12.00	HR	26.00	HR	312.00
Janitorial Attendant	Estimate 12 Hours	12.00	HR	26.00	HR	312.00
Electrician	Estimate 12 Hours	12.00	HR	65.00	HR	780.00
<u>Event Day</u>						
Grounds Attendant Lead	01/15/2022 10:00AM - 09:00PM	1.00	EA	31.00	HR	341.00
Grounds Attendant	01/15/2022 10:00AM - 09:00PM	4.00	EA	26.00	HR	1,144.00
Janitorial Attendant Lead	01/15/2022 10:00AM - 09:00PM	1.00	EA	31.00	HR	341.00
Janitorial Attendant	01/15/2022 10:00AM - 09:00PM	10.00	EA	26.00	HR	2,860.00
Electrician	01/15/2022 10:00AM - 09:00PM	1.00	EA	65.00	HR	715.00
Plumber	01/15/2022 10:00AM - 09:00PM	1.00	EA	65.00	HR	715.00
<u>Clean Up</u>						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Grounds Attendant	Estimate 16 Hours	16.00	HR	26.00	HR	416.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	26.00	HR	416.00
Electrician	Estimate 16 Hours	16.00	HR	65.00	HR	1,040.00
<u>Event Sales & Services</u>						
Event Coordinator	01/15/2022 10:00AM - 09:00PM	1.00	EA	51.50	HR	566.50
<u>Parking</u>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Parking Attendant	Estimate 16 Hours	16.00	HR	26.00	HR	416.00
<u>Safety & Security</u>						
Security Attendant - Overnight	01/14/2022 05:00PM - 10:00AM	3.00	EA	26.00	HR	1,326.00
Security Attendant Lead	01/15/2022 10:00AM - 08:30PM	1.00	EA	31.00	HR	325.50
Security Attendant	01/15/2022 10:00AM - 08:30PM	12.00	EA	26.00	HR	3,276.00
<u>Technology</u>						
Technology Attendant	01/15/2022 10:00AM - 09:00PM	1.00	EA	51.50	HR	566.50
<u>Outside Services</u>						
Emergency Medical Services	TBD	TBD	EA	27.00	HR	TBD
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	225.00	EVT	225.00
Total:						17,356.00

EXHIBIT A

Event Information

Summary

Facility Rental Total	\$29,250.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$24,773.00
Parking Buyout (<i>Based upon 700 vehicles at \$10.00 per vehicle</i>)	\$7,000.00
Refundable Deposit	\$1,500.00
Grand Total:	\$62,523.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$62,523.00
Total:		\$62,523.00

Please Remit Payment in *Check or Credit Card Only*

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

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at <https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>

EXHIBIT V

See Exhibit V for OCFEC COVID-19 Infection Mitigation Protocol and Procedure Guidelines.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

EXHIBIT A

Event Information

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

SOUND ORDINANCE

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

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. In-N-Out Burger must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, In-N-Out Burger must execute changes within the specified timeframe.

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-042-22**

DATE **December 9, 2021**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

January 1 - April 1, 2022

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

COVID Testing

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

\$40,507.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe

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

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.
15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

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

Pangea Laboratory LLC
14762 Bentley Circle
Tustin, CA 92780

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

By: _____ Date: _____
Title: Xiyu Jia, President

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

EXHIBIT A

Event Information			
Event Name:	COVID Testing	Contract No:	R-042-22
Contact Person:	Alex Hafers	Phone:	(626) 253-8694
Event Date:	01/03/2022 - 04/01/2022	Hours:	8:00 AM - 5:30 PM
Vehicle Parking Fee:	No Charge	Projected Attendance:	TBD

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday - Sunday			
1/4 Parking Lot E	01/01/2022 - 01/02/2022	Dark Day	No Charge
Monday - Friday			
1/4 Parking Lot E	01/03/2022 - 01/07/2022	Event	2,625.00
1/4 Parking Lot E	01/10/2022 - 01/14/2022	Event	2,625.00
1/4 Parking Lot E	01/17/2022 - 01/21/2022	Event	2,625.00
1/4 Parking Lot E	01/24/2022 - 01/28/2022	Event	2,625.00
1/4 Parking Lot E	01/31/2022 - 02/04/2022	Event	2,625.00
1/4 Parking Lot E	02/07/2022 - 02/11/2022	Event	2,625.00
1/4 Parking Lot E	02/14/2022 - 02/18/2022	Event	2,625.00
1/4 Parking Lot E	02/21/2022 - 02/25/2022	Event	2,625.00
1/4 Parking Lot E	02/28/2022 - 03/04/2022	Event	2,625.00
1/4 Parking Lot E	03/07/2022 - 03/11/2022	Event	2,625.00
1/4 Parking Lot E	03/14/2022 - 03/18/2022	Event	2,625.00
1/4 Parking Lot E	03/21/2022 - 03/25/2022	Event	2,625.00
1/4 Parking Lot E	03/28/2022 - 04/01/2022	Event	2,625.00

Total: 34,125.00

Hosting of this event in the above specified spaces, 1/4 Parking Lot E, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also insurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 PM Friday - April 1, 2022 to avoid additional charges.

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 13	13.00 EA	19.00 EA	247.00
Portable Electronic Message Board	01/03/2022 - 04/01/2022	1.00 EA	4,875.00 FLAT	4,875.00
Total:				5,122.00

Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Grounds Attendant	Estimate 10 Hours	10.00 HR	26.00 HR	260.00
Total:				260.00

Summary

Facility Rental Total	\$34,125.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$5,382.00
Refundable Deposit	\$1,000.00
Grand Total:	\$40,507.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$40,507.00
Total:		\$40,507.00

EXHIBIT A

Event Information

Please Remit Payment in *Check Only*

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

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at <https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>

EXHIBIT V

See Exhibit V for OCFEC COVID-19 Infection Mitigation Protocol and Procedure Guidelines.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Pangea Laboratory LLC must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Pangea Laboratory LLC must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-043-22**

REVIEWED _____

DATE **December 17, 2021**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

January 29 - 30, 2022

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

San Juan Hills High School Winter Formal

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

\$16,095.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe

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

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.
15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

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

**First Class Events
3419 Via Lido, Suite 373
Newport Beach, CA 92663**

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

By: _____ Date: _____
Title: **Hollie Keeton, CEO**

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

EXHIBIT A

Event Information			
Event Name:	San Juan Hills High School Winter Formal	Contract No:	R-043-22
Contact Person:	Hollie Keeton	Phone:	(714) 401-4869
Event Date:	01/29/2022	Hours:	Saturday: 7:30 PM - 11:30 PM
Vehicle Parking Fee:	Parking Buyout (<i>See Summary</i>)	Projected Attendance:	700

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
The Hangar	01/29/2022 08:00 AM - 07:30 PM	Load In	No Charge
The Hangar	01/29/2022 07:30 PM - 11:30 PM	Event	3,800.00
Sunday			
The Hangar	01/30/2022 08:00 AM - 11:59 AM	Move Out	No Charge
Total:			3,800.00

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

Move out must be completed by 11:59 AM Sunday - January 30, 2022 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
10 MB Internet - Hard Line	01/29/2022	1.00	EA	150.00	EA/DAY	150.00
20 Amp Drop	Estimate 8	8.00	EA	25.00	EA	200.00
Barricade (Plastic)	Estimate 30	30.00	EA	15.00	EA	450.00
Dumpster	Estimate 4	4.00	EA	19.00	EA	76.00
Electrical Splitter Box	Estimate 1	1.00	EA	55.00	EA	55.00
Electrical Usage	Estimate Only	1.00	EA	500.00	EVT	500.00
Forklift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Portable Electronic Message Board	01/29/2022	2.00	EA	75.00	EA/DAY	150.00
Projector (12,000 Lumens)	Estimate 1	1.00	EA	3,000.00	EA/DAY	3,000.00
Projector Screen in Hangar	Estimate 1	1.00	EA	300.00	EA/DAY	300.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Wireless Internet Router	Estimate 1	1.00	EA	75.00	EA	75.00
Total:						5,331.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 6 Hours	6.00	HR	31.00	HR	186.00
Grounds Attendant	Estimate 6 Hours	6.00	HR	26.00	HR	156.00
Janitorial Attendant	Estimate 6 Hours	6.00	HR	26.00	HR	156.00
Electrician	Estimate 2 Hours	2.00	HR	65.00	HR	130.00
Event Day						
Grounds Attendant Lead	01/29/2022 06:30PM - 12:30AM	1.00	EA	31.00	HR	186.00
Grounds Attendant	01/29/2022 06:30PM - 12:30AM	2.00	EA	26.00	HR	312.00
Janitorial Attendant	01/29/2022 06:30PM - 12:30AM	3.00	EA	26.00	HR	468.00
Electrician	01/29/2022 06:30PM - 12:30AM	1.00	EA	65.00	HR	390.00
Clean Up						
Grounds Attendant	Estimate 6 Hours	6.00	HR	26.00	HR	156.00
Janitorial Attendant	Estimate 6 Hours	6.00	HR	26.00	HR	156.00
Electrician	Estimate 2 Hours	2.00	HR	65.00	HR	130.00

EXHIBIT A

Event Information

Event Sales & Services

Event Coordinator	01/29/2022 06:30PM - 12:30AM	1.00	EA	51.50	HR	309.00
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Parking

Parking Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Parking Attendant	Estimate 16 Hours	16.00	HR	26.00	HR	416.00

Safety & Security

Security Attendant Lead	01/29/2022 06:30PM - 12:00AM	1.00	EA	31.00	HR	170.50
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Outside Services

Sound Engineer	TBD	TBD	EA	800.00	EA/DAY	TBD
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Total: 3,964.00

Summary

Facility Rental Total	\$3,800.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$9,295.00
Parking Buyout (<i>Based upon 150 vehicles at \$10.00 per vehicle</i>)	\$1,500.00
Refundable Deposit	\$1,500.00

Grand Total: \$16,095.00

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$16,095.00

Total: \$16,095.00

Please Remit Payment in *Check or Credit Card Only*

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

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EXHIBIT A

Event Information

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at <https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>

EXHIBIT V

See Exhibit V for OCFEC COVID-19 Infection Mitigation Protocol and Procedure Guidelines.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. First Class Events must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, First Class Events must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-046-22**

REVIEWED _____

DATE **December 17, 2021**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

January 22, 2022

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

The Original O.C. Swap Meet

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

\$11,190.50

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe

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

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.
15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

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

SLD LLC
3801 Parkview Ln. Apt: 8 B
Irvine, CA 92612

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

By: _____ Date: _____
Title: **David Sesena, Promoter**

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

EXHIBIT A

Event Information			
Event Name:	The Original O.C. Swap Meet	Contract No:	R-046-22
Contact Person:	David Sesena	Phone:	(949) 302-0355
Event Date:	01/22/2022	Hours:	9:00 AM - 3:00 PM
Admission Price:	Free Admission		
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	3,500

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Parking Lot D	01/22/2022 06:00 AM - 09:00 AM	Move In	No Charge
Parking Lot D	01/22/2022 09:00 AM - 03:00 PM	Event	2,100.00
Parking Lot D	01/22/2022 03:00 PM - 07:00 PM	Event	No Charge
Total:			2,100.00

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

Move out must be completed by 7:00 PM Saturday - January 22, 2022 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
Barricade (Metal)	Estimate 30	30.00	EA	15.00	EA	450.00
Cable Ramp	Estimate 17	17.00	EA	15.00	EA	255.00
Chair (Individual)	TBD	TBD	EA	2.50	EA	TBD
Dumpster	Estimate 11	11.00	EA	19.00	EA	209.00
Electrical Splitter Box	Estimate 2	2.00	EA	55.00	EA	110.00
Electrical Usage	Estimate Only	1.00	EA	100.00	EVT	100.00
Forklift	Estimate 8 Hours	8.00	HR	75.00	HR	600.00
Handwashing Station	Estimate 1	1.00	EA	100.00	EA	100.00
Hang Tag - 1 Day	Estimate 100	100.00	EA	5.00	EA	500.00
Marquee Board	01/16/2022 - 01/22/2022	1.00	EA	Included		Included
Picnic Table (Rectangular & Round)	Estimate 10	10.00	EA	15.00	EA	150.00
Portable Electronic Message Board	01/22/2022	2.00	EA	75.00	EA/DAY	150.00
Sweeper (In-House)	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Umbrella w/ Stand	Estimate 2	2.00	EA	15.00	EA	30.00
Total:						2,954.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Electrician	Estimate 4 Hours	4.00	HR	65.00	HR	260.00
Plumber	Estimate 1 Hour	1.00	HR	65.00	HR	65.00
Event Day						
Grounds Attendant Lead	01/22/2022 06:00AM - 04:00PM	1.00	EA	31.00	HR	310.00
Grounds Attendant	01/22/2022 06:00AM - 04:00PM	1.00	EA	26.00	HR	260.00
Janitorial Attendant	01/22/2022 06:00AM - 04:00PM	2.00	EA	26.00	HR	520.00
Electrician	TBD	TBD	EA	65.00	HR	TBD

EXHIBIT A

Event Information

Clean Up

Grounds Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	26.00	HR	104.00
Electrician	Estimate 4 Hours	4.00	HR	65.00	HR	260.00
Plumber	Estimate 1 Hour	1.00	HR	65.00	HR	65.00

Event Sales & Services

Event Coordinator	01/22/2022 06:00AM - 04:00PM	1.00	EA	51.50	HR	515.00
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Parking

Parking Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
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Safety & Security

Security Attendant Lead*	01/22/2022 08:00AM - 03:30PM	1.00	EA	31.00	HR	232.50
Security Attendant	01/22/2022 08:00AM - 03:30PM	4.00	EA	26.00	HR	780.00

**Security staffing subject to change based on operational needs.*

Outside Services

Emergency Medical Services	01/22/2022 08:30AM - 03:30PM	2.00	EA	27.00	HR	378.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00	HR	263.00	HR	263.00

Total: 4,636.50

Summary

Facility Rental Total	\$2,100.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$7,590.50
Refundable Deposit	\$1,500.00

Grand Total: \$11,190.50

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
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First Payment	Upon Signing	\$11,190.50
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Total: \$11,190.50

Please Remit Payment in *Check or Credit Card Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

EXHIBIT A

Event Information

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at <https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>

EXHIBIT V

See Exhibit V for OCFEC COVID-19 Infection Mitigation Protocol and Procedure Guidelines.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

SOUND ORDINANCE

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

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. SLD LLC must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, SLD LLC must execute changes within the specified timeframe.

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-051-22**

DATE **December 29, 2021**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

January 28 - 30, 2022

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

2022 Wu Guonian Classic

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

\$19,192.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe

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

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.
15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

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

Guonian Wu Gymnastics
2540 Country Hills Road, Apt 247
Brea, CA 92831

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

By: _____ Date: _____
Title: **Guonian Wu, Owner**

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

EXHIBIT A

Event Information			
Event Name:	2022 Wu Guonian Classic	Contract No:	R-051-22
Contact Person:	Guonian Wu	Phone:	(714) 200-4265
Event Date:	01/29/2022	Hours:	7:30 AM - 9:30 PM

Admission Price: Adult: \$15.00 Child: \$10.00

Vehicle Parking Fee: \$10.00 General Parking **Projected Attendance:** 1,500

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Costa Mesa Building (#10)	01/28/2022 04:00 PM - 10:00 PM	Move In	2,300.00
Saturday			
Costa Mesa Building (#10)	01/29/2022 07:30 AM - 09:30 PM	Event	4,600.00
Sunday			
Costa Mesa Building (#10)	01/30/2022 06:00 AM - 11:59 AM	Move Out	No Charge
Total:			6,900.00

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

Move out must be completed by 11:59 AM Sunday - January 30, 2022 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
10 MB Internet - Hard Line	01/29/2022	1.00	EA	150.00	EA/DAY	150.00
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	TBD	TBD	EA	2.50	EA	TBD
Dumpster	Estimate 10	10.00	EA	19.00	EA	190.00
Electrical Splitter Box	Estimate 2	2.00	EA	55.00	EA	110.00
Electrical Usage	Estimate Only	1.00	EA	500.00	EVT	500.00
Forklift	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Picnic Table (Rectangular & Round)	TBD	TBD	EA	15.00	EA	TBD
Portable Electronic Message Board	01/29/2022	2.00	EA	75.00	EA/DAY	150.00
Sweeper (In-House)	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Wireless Internet Router	Estimate 1	1.00	EA	75.00	EA	75.00
Total:						1,850.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Electrician	Estimate 4 Hours	4.00	HR	65.00	HR	260.00
Event Day						
Grounds Attendant Lead	01/29/2022 06:30AM - 10:30PM	1.00	EA	31.00	HR	496.00
Grounds Attendant	01/29/2022 06:30AM - 10:30PM	1.00	EA	26.00	HR	416.00
Janitorial Attendant	01/29/2022 06:30AM - 10:30PM	3.00	EA	26.00	HR	1,248.00
Electrician	TBD	TBD	EA	65.00	HR	TBD

EXHIBIT A

Event Information

Clean Up

Grounds Attendant Lead	Estimate 6 Hours	6.00	HR	31.00	HR	186.00
Grounds Attendant	Estimate 10 Hours	10.00	HR	26.00	HR	260.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Electrician	Estimate 4 Hours	4.00	HR	65.00	HR	260.00

Event Sales & Services

Event Coordinator	01/29/2022 06:30AM - 10:30PM	1.00	EA	51.50	HR	824.00
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Parking

Parking Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Parking Attendant	Estimate 16 Hours	16.00	HR	26.00	HR	416.00

Safety & Security

Security Attendant Lead	01/29/2022 06:30AM - 10:00PM	1.00	EA	31.00	HR	480.50
Security Attendant	01/29/2022 06:30AM - 10:00PM	3.00	EA	26.00	HR	1,209.00

Outside Services

Emergency Medical Services	01/29/2022 07:00AM - 10:00PM	4.00	EA	27.00	HR	1,620.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Total: 8,942.00

Summary

Facility Rental Total	\$6,900.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$10,792.00
Refundable Deposit	\$1,500.00

Grand Total: \$19,192.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$19,192.00
Total:		\$19,192.00

Please Remit Payment in *Check or Credit Card Only*

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

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

EXHIBIT A

Event Information

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at <https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>

EXHIBIT V

See Exhibit V for OCFEC COVID-19 Infection Mitigation Protocol and Procedure Guidelines.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Guonian Wu Gymnastics must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Guonian Wu Gymnastics must execute changes within the specified timeframe.

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-052-22**

DATE **January 2, 2022**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

February 5 - 6, 2022

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

McBride High School Winter Formal

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

\$16,095.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe

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

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.
15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

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

**First Class Events
3419 Via Lido, Suite 373
Newport Beach, CA 92663**

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

By: _____ Date: _____
Title: **Hollie Keeton, CEO**

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

EXHIBIT A

Event Information			
Event Name:	McBride High School Winter Formal	Contract No:	R-052-22
Contact Person:	Hollie Keeton	Phone:	(714) 401-4869
Event Date:	02/05/2022	Hours:	Saturday: 7:30 PM - 11:30 PM
Vehicle Parking Fee:	Parking Buyout (<i>See Summary</i>)	Projected Attendance:	700

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
The Hangar	02/05/2022 08:00 AM - 07:30 PM	Load In	No Charge
The Hangar	02/05/2022 07:30 PM - 11:30 PM	Event	3,800.00
Sunday			
The Hangar	02/06/2022 08:00 AM - 11:59 AM	Move Out	No Charge
Total:			3,800.00

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

Move out must be completed by 11:59 AM Sunday - February 6, 2022 to avoid additional charges.

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>	<u>Actual</u>
10 MB Internet - Hard Line	02/05/2022	1.00	EA	150.00 EA/DAY	150.00
20 Amp Drop	Estimate 8	8.00	EA	25.00 EA	200.00
Barricade (Plastic)	Estimate 30	30.00	EA	15.00 EA	450.00
Dumpster	Estimate 4	4.00	EA	19.00 EA	76.00
Electrical Splitter Box	Estimate 1	1.00	EA	55.00 EA	55.00
Electrical Usage	Estimate Only	1.00	EA	500.00 EVT	500.00
Forklift	Estimate 2 Hours	2.00	HR	75.00 HR	150.00
Portable Electronic Message Board	02/05/2022	2.00	EA	75.00 EA/DAY	150.00
Projector (12,000 Lumens)	Estimate 1	1.00	EA	3,000.00 EA/DAY	3,000.00
Projector Screen in Hangar	Estimate 1	1.00	EA	300.00 EA/DAY	300.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00 HR	225.00
Wireless Internet Router	Estimate 1	1.00	EA	75.00 EA	75.00
Total:					5,331.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 6 Hours	6.00	HR	31.00	HR	186.00
Grounds Attendant	Estimate 6 Hours	6.00	HR	26.00	HR	156.00
Janitorial Attendant	Estimate 6 Hours	6.00	HR	26.00	HR	156.00
Electrician	Estimate 2 Hours	2.00	HR	65.00	HR	130.00
Event Day						
Grounds Attendant Lead	02/05/2022 06:30PM - 12:30AM	1.00	EA	31.00	HR	186.00
Grounds Attendant	02/05/2022 06:30PM - 12:30AM	2.00	EA	26.00	HR	312.00
Janitorial Attendant	02/05/2022 06:30PM - 12:30AM	3.00	EA	26.00	HR	468.00
Electrician	02/05/2022 06:30PM - 12:30AM	1.00	EA	65.00	HR	390.00
Clean Up						
Grounds Attendant	Estimate 6 Hours	6.00	HR	26.00	HR	156.00
Janitorial Attendant	Estimate 6 Hours	6.00	HR	26.00	HR	156.00
Electrician	Estimate 2 Hours	2.00	HR	65.00	HR	130.00

EXHIBIT A

Event Information

Event Sales & Services

Event Coordinator	02/05/2022 06:30PM - 12:30AM	1.00	EA	51.50	HR	309.00
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Parking

Parking Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Parking Attendant	Estimate 16 Hours	16.00	HR	26.00	HR	416.00

Safety & Security

Security Attendant Lead	02/05/2022 06:30PM - 12:00AM	1.00	EA	31.00	HR	170.50
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Outside Services

Sound Engineer	TBD	TBD	EA	800.00	EA/DAY	TBD
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Total: 3,964.00

Summary

Facility Rental Total	\$3,800.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$9,295.00
Parking Buyout (<i>Based upon 150 vehicles at \$10.00 per vehicle</i>)	\$1,500.00
Refundable Deposit	\$1,500.00

Grand Total: \$16,095.00

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$16,095.00

Total: \$16,095.00

Please Remit Payment in *Check or Credit Card Only*

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

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EXHIBIT A

Event Information

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at <https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>

EXHIBIT V

See Exhibit V for OCFEC COVID-19 Infection Mitigation Protocol and Procedure Guidelines.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. First Class Events must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, First Class Events must execute changes within the specified timeframe.

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-053-22**

DATE **January 12, 2022**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

February 9 - 11, 2022

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property to the extent caused by Renter, removal of all Renter's property and the leaving of the Premises in the same condition in which Renter took possession, normal wear and tear excepted.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Green Day Touring - Band Rehearsals

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

\$16,839.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe

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

10. Association shall have the right to monitor access to the Premises.
11. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.
15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that it has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and it agrees to abide by said Policies and Procedures.**
18. This Agreement is not binding upon either party until it has been signed by its authorized

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

Trogdor and Sons
3130 Wilshire Boulevard, Suite 600
Santa Monica, CA 90403

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

By: _____ Date: _____
Title: **Bill Vuysteke**

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

EXHIBIT A

Event Information

Event Name:	Green Day Touring - Band Rehearsals	Contract No:	R-053-22
Contact Person:	Jason Zito	Phone:	(310) 282-5137
Event Date:	02/10/2022 - 02/11/2022	Hours:	8:00 AM - 10:00 PM
Vehicle Parking Fee:	Parking Buyout (<i>See Summary</i>)	Projected Attendance:	20 Per Day

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
The Hangar	02/09/2022 08:00 AM - 10:00 PM	Move In	1,900.00
Thursday			
The Hangar	02/10/2022 08:00 AM - 10:00 PM	Event	3,800.00
Friday			
The Hangar	02/11/2022 08:00 AM - 10:00 PM	Event	3,800.00
Total:			9,500.00

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

Move out must be completed by 11:59 PM Friday - February 11, 2022 to avoid additional charges.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
10 MB Internet - Hard Line	02/09/2022 - 02/11/2022	1.00 EA	150.00 EA/DAY	450.00
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
100 Amp Drop	Estimate 1	1.00 EA	180.00 EA	180.00
Barricade (Metal)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	Estimate 4	4.00 EA	15.00 EA	60.00
Chair (Individual)	Estimate 40	40.00 EA	2.50 EA	100.00
Dumpster	Estimate 9	9.00 EA	19.00 EA	171.00
Electrical Usage	Estimate Only	1.00 EA	500.00 EVT	500.00
Folding Table	TBD	TBD EA	15.00 EA	TBD
Forklift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Portable Electronic Message Board	TBD	TBD EA	75.00 EA/DAY	TBD
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Wireless Internet Router	Estimate 1	1.00 EA	75.00 EA	75.00
Total:				1,911.00

Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 4 Hours	4.00 HR	26.00 HR	104.00
Janitorial Attendant	Estimate 16 Hours	16.00 HR	26.00 HR	416.00
Electrician	Estimate 4 Hours	4.00 HR	65.00 HR	260.00
Event Day				
Janitorial Attendant	02/10/2022 Estimate 8 Hours	2.00 EA	26.00 HR	416.00
Janitorial Attendant	02/11/2022 Estimate 8 Hours	2.00 EA	26.00 HR	416.00
Clean Up				
Grounds Attendant	Estimate 2 Hours	2.00 HR	26.00 HR	52.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	26.00 HR	104.00
Electrician	Estimate 2 Hours	2.00 HR	65.00 HR	130.00

EXHIBIT A

Event Information

Event Sales & Services

Event Coordinator	02/10/2022 Estimate 8 Hours	8.00	HR	51.50	HR	412.00
Event Coordinator	02/11/2022 Estimate 8 Hours	8.00	HR	51.50	HR	412.00

Safety & Security

Security Attendant	02/10/2022 07:00AM - 10:30PM	1.00	EA	26.00	HR	403.00
Security Attendant	02/11/2022 07:00AM - 10:30PM	1.00	EA	26.00	HR	403.00

Technology

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

Emergency Medical Services	TBD	TBD	EA	27.00	HR	TBD
Sound Engineer	TBD	TBD	EA	800.00	EA/DAY	TBD
State Fire Marshal	TBD	TBD	HR	263.00	HR	TBD

Total: 3,528.00

Summary

Facility Rental Total	\$9,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$5,439.00
Parking Buyout (<i>Based upon 20 vehicles at \$10.00 per vehicle, per day</i>)	\$400.00
Refundable Deposit	\$1,500.00

Grand Total: \$16,839.00

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$16,839.00

Total: \$16,839.00

Please Remit Payment in *Check or Credit Card Only*

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

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

EXHIBIT A

Event Information

DRONES

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

No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express written consent of the OCFEC and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio controlled model aircraft, other devices that can be operated in airspace and remote controlled cars/ground vehicles.

Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from applicable law enforcement authority.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at <https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>

EXHIBIT V

See Exhibit V for OCFEC COVID-19 Infection Mitigation Protocol and Procedure Guidelines.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Trogdor and Sons must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Trogdor and Sons must execute changes within the specified timeframe.

TEMPORARY STRUCTURES

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

FORM F-31

AGREEMENT NO. **R-054-22**

REVIEWED _____

DATE **January 5, 2022**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

January 1 - July 1, 2022

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Horse Feed Storage Location

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

\$7,200.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe

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

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.
15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

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

EQ Graze+
1278 Glenneyre Street, Ste 444
Laguna Beach, CA 92651

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

By: _____ Date: _____
Title: **Jennifer Hernandez, Owner**

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

EXHIBIT A

Event Information			
Event Name:	Horse Feed Storage Location	Contract No:	R-054-22
Contact Person:	Jennifer Hernandez	Phone:	(949) 204-4021
Event Date:	01/01/2022 - 07/01/2022	Hours:	All Day Storage

Vehicle Parking Fee: No Charge

Facility Rental Fee			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Parking Lot G	01/01/2022 - 07/01/2022	Event	7,200.00
			7,200.00

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

Move out must be completed by 11:59 PM on Friday - July 1, 2022 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
Dumpster	TBD	TBD	EA	19.00	EA	TBD
Electrical Splitter Box	Estimate 1	1.00	EA	55.00	EA	Included R-123-20
Forklift	TBD	TBD	HR	75.00	HR	TBD
Sweeper (In-House)	TBD	TBD	HR	75.00	HR	TBD
				Total:		0.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Clean Up						
Grounds Attendant	TBD	TBD	HR	26.00	HR	TBD
Janitorial Attendant	TBD	TBD	HR	26.00	HR	TBD
Electrician	TBD	TBD	HR	65.00	HR	TBD
<u>Safety & Security</u>						
Security Attendant	TBD	TBD	EA	26.00	HR	TBD
					Total:	0.00

Summary

Facility Rental Total	\$7,200.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$0.00
Refundable Deposit (<i>Paid on R-123-20</i>)	\$0.00
Grand Total:	\$7,200.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$7,200.00
Total:		\$7,200.00

EXHIBIT A

Event Information

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at <https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>

EXHIBIT V

See Exhibit V for OCFEC COVID-19 Infection Mitigation Protocol and Procedure Guidelines.

RENEWAL OF LEASE

Upon contract not being renewable, the tenant is given sixty (60) days notice to move off of the property.

SOUND ORDINANCE

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

FORM F-31

AGREEMENT NO. **R-041-22 REVISED**

REVIEWED _____

DATE **December 22, 2021**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Slave 2 Nothing Foundation** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

January 14 - 15, 2022

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Slave 2 Nothing Fundraiser

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

\$58,656.50

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe

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

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.
15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

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

Slave 2 Nothing Foundation
4199 Campus Drive, 10th Floor
Irvine, CA 92612

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

By: _____ Date: _____
Title: **David Maggard, Executive Director**

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

EXHIBIT A

Event Information			
Event Name:	Slave 2 Nothing Fundraiser	Contract No:	R-041-22 REVISED
Contact Person:	Courtney Mistofsky	Phone:	(949) 426-3942
Event Date:	01/15/2022	Hours:	Saturday: 11:00 AM - 8:00 PM

Admission Price: TBD

Vehicle Parking Fee: Parking Buyout (*See Summary*) **Projected Attendance:** 1,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Anaheim Building (#16)	01/14/2022 08:00 AM - 05:00 PM	Move In	1,250.00
Festival Field Asphalt	01/14/2022 08:00 AM - 05:00 PM	Move In	1,800.00
Los Alamitos Building (#14)	01/14/2022 08:00 AM - 05:00 PM	Move In	1,600.00
Main Mall	01/14/2022 08:00 AM - 05:00 PM	Move In	900.00
OC Promenade (Span)	01/14/2022 08:00 AM - 05:00 PM	Move In	1,250.00
Parking Lot I	01/14/2022 08:00 AM - 05:00 PM	Move In	1,050.00
The Hangar	01/14/2022 08:00 AM - 05:00 PM	Move In	1,900.00
Saturday			
Anaheim Building (#16)	01/15/2022 11:00 AM - 08:00 PM	Event	2,500.00
Festival Field Asphalt	01/15/2022 11:00 AM - 08:00 PM	Event	3,600.00
Los Alamitos Building (#14)	01/15/2022 11:00 AM - 08:00 PM	Event	3,200.00
Main Mall	01/15/2022 11:00 AM - 08:00 PM	Event	1,800.00
OC Promenade (Span)	01/15/2022 11:00 AM - 08:00 PM	Event	2,500.00
Parking Lot I	01/15/2022 11:00 AM - 08:00 PM	Event	2,100.00
The Hangar	01/15/2022 11:00 AM - 08:00 PM	Event	3,800.00

Total: 29,250.00

Hosting of this event in the above specified spaces, Anaheim Building, Festival Field Asphalt, Los Alamitos Building, Main Mall, OC Promenade, Parking Lot I and The Hangar, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 PM Saturday - January 15, 2022 to avoid additional charges.

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>	<u>Actual</u>
10 MB Internet - Hard Line	TBD	TBD	EA	150.00 EA/DAY	TBD
25 MB Internet - Hard Line	TBD	TBD	EA	250.00 EA/DAY	TBD
20 Amp Drop	TBD	TBD	EA	25.00 EA	TBD
50 Amp Drop	TBD	TBD	EA	70.00 EA	TBD
100 Amp Drop	Estimate 1	1.00	EA	180.00 EA	180.00
200 Amp Drop	Estimate 1	1.00	EA	360.00 EA	360.00
Barricade (Metal)	TBD	TBD	EA	15.00 EA	TBD
Cable Ramp	TBD	TBD	EA	15.00 EA	TBD
Dumpster	Estimate 8	8.00	EA	19.00 EA	152.00
Electrical Splitter Box	Estimate 5	5.00	EA	55.00 EA	275.00
Electrical Usage	Estimate Only	1.00	EA	1,500.00 EVT	1,500.00
Forklift	Estimate 2 Hours	2.00	HR	75.00 HR	150.00
Man Lift	Estimate 4 Hours	4.00	HR	75.00 HR	300.00
Marquee Board	01/09/2022 - 01/15/2022	1.00	WK	Included	Included
Picnic Table (Rectangular & Round)	Estimate 20	20.00	EA	15.00 EA	300.00
Portable Electronic Message Board	01/15/2022	2.00	EA	75.00 EA/DAY	150.00
Projector (12,000 Lumens)	TBD	TBD	EA	3,000.00 EA/DAY	TBD
Projector Screen in Hangar	TBD	TBD	EA	300.00 EA/DAY	TBD
Public Address System (Per Building)	TBD	TBD	DAY	75.00 DAY	TBD

EXHIBIT A

Event Information						
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 10 Hours	10.00	HR	75.00	HR	750.00
Ticket Booth (Double Window)	TBD	TBD	EA	100.00	EA	TBD
Wireless Internet Router	TBD	TBD	EA	75.00	EA	TBD
Total:						4,117.00
Reimbursable Personnel and Services Fees						
Description	Date-Time	Units		Rate		Actual
Event Operations						
Set Up						
Grounds Attendant Lead	Estimate 12 Hours	12.00	HR	31.00	HR	372.00
Grounds Attendant	Estimate 12 Hours	12.00	HR	26.00	HR	312.00
Janitorial Attendant	Estimate 12 Hours	12.00	HR	26.00	HR	312.00
Electrician	Estimate 12 Hours	12.00	HR	65.00	HR	780.00
Event Day						
Grounds Attendant Lead	01/15/2022 10:00AM - 09:00PM	1.00	EA	31.00	HR	341.00
Grounds Attendant	01/15/2022 10:00AM - 09:00PM	4.00	EA	26.00	HR	1,144.00
Janitorial Attendant Lead	01/15/2022 10:00AM - 09:00PM	1.00	EA	31.00	HR	341.00
Janitorial Attendant	01/15/2022 10:00AM - 09:00PM	10.00	EA	26.00	HR	2,860.00
Electrician	01/15/2022 10:00AM - 09:00PM	1.00	EA	65.00	HR	715.00
Plumber	01/15/2022 10:00AM - 09:00PM	1.00	EA	65.00	HR	715.00
Clean Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Grounds Attendant	Estimate 16 Hours	16.00	HR	26.00	HR	416.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	26.00	HR	416.00
Electrician	Estimate 16 Hours	16.00	HR	65.00	HR	1,040.00
Event Sales & Services						
Event Coordinator	01/15/2022 10:00AM - 09:00PM	1.00	EA	51.50	HR	566.50
Parking						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Parking Attendant	Estimate 16 Hours	16.00	HR	26.00	HR	416.00
Safety & Security						
Security Attendant - Overnight	01/14/2022 05:00PM - 10:00AM	3.00	EA	26.00	HR	1,326.00
Security Attendant Lead	01/15/2022 10:00AM - 08:30PM	1.00	EA	31.00	HR	325.50
Security Attendant	01/15/2022 10:00AM - 08:30PM	12.00	EA	26.00	HR	3,276.00
Technology						
Technology Attendant	TBD	TBD	EA	51.50	HR	TBD
Outside Services						
Emergency Medical Services	TBD	TBD	EA	27.00	HR	TBD
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	225.00	EVT	225.00
Total:						16,789.50

EXHIBIT A

Event Information Summary

Facility Rental Total	\$29,250.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$20,906.50
Parking Buyout (<i>Based upon 700 vehicles at \$10.00 per vehicle</i>)	\$7,000.00
Refundable Deposit	\$1,500.00
Grand Total:	\$58,656.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$58,656.50
Total:		\$58,656.50

Please Remit Payment in *Check or Credit Card Only*

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

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at <https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>

EXHIBIT V

See Exhibit V for OCFEC COVID-19 Infection Mitigation Protocol and Procedure Guidelines.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

EXHIBIT A

Event Information

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Slave 2 Nothing Foundation must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Slave 2 Nothing Foundation must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Slave 2 Nothing Foundation must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-043-22 REVISED**

DATE **January 10, 2022**

REVIEWED _____

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

February 26 - 27, 2022

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

San Juan Hills High School Winter Formal

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

\$16,095.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe

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

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.
15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

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

First Class Events
3419 Via Lido, Suite 373
Newport Beach, CA 92663

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

By: _____ Date: _____
Title: **Hollie Keeton, CEO**

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

EXHIBIT A

Event Information

Event Name: San Juan Hills High School Winter Formal **Contract No:** R-043-22 REVISED
Contact Person: Hollie Keeton **Phone:** (714) 401-4869
Event Date: 02/26/2022 **Hours:** Saturday: 7:30 PM - 11:30 PM
Vehicle Parking Fee: Parking Buyout (*See Summary*) **Projected Attendance:** 700

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
The Hangar	02/26/2022 08:00 AM - 07:30 PM	Load In	No Charge
The Hangar	02/26/2022 07:30 PM - 11:30 PM	Event	3,800.00
Sunday			
The Hangar	02/27/2022 08:00 AM - 11:59 AM	Move Out	No Charge

Total: 3,800.00

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

Move out must be completed by 11:59 AM Sunday - February 27, 2022 to avoid additional charges.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
10 MB Internet - Hard Line	02/26/2022	1.00 EA	150.00 EA/DAY	150.00
20 Amp Drop	Estimate 8	8.00 EA	25.00 EA	200.00
Barricade (Plastic)	Estimate 30	30.00 EA	15.00 EA	450.00
Dumpster	Estimate 4	4.00 EA	19.00 EA	76.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Electrical Usage	Estimate Only	1.00 EA	500.00 EVT	500.00
Forklift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Portable Electronic Message Board	02/26/2022	2.00 EA	75.00 EA/DAY	150.00
Projector (12,000 Lumens)	Estimate 1	1.00 EA	3,000.00 EA/DAY	3,000.00
Projector Screen in Hangar	Estimate 1	1.00 EA	300.00 EA/DAY	300.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Wireless Internet Router	Estimate 1	1.00 EA	75.00 EA	75.00

Total: 5,331.00

Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 6 Hours	6.00 HR	31.00 HR	186.00
Grounds Attendant	Estimate 6 Hours	6.00 HR	26.00 HR	156.00
Janitorial Attendant	Estimate 6 Hours	6.00 HR	26.00 HR	156.00
Electrician	Estimate 2 Hours	2.00 HR	65.00 HR	130.00
Event Day				
Grounds Attendant Lead	02/26/2022 06:30PM - 12:30AM	1.00 EA	31.00 HR	186.00
Grounds Attendant	02/26/2022 06:30PM - 12:30AM	2.00 EA	26.00 HR	312.00
Janitorial Attendant	02/26/2022 06:30PM - 12:30AM	3.00 EA	26.00 HR	468.00
Electrician	02/26/2022 06:30PM - 12:30AM	1.00 EA	65.00 HR	390.00
Clean Up				
Grounds Attendant	Estimate 6 Hours	6.00 HR	26.00 HR	156.00
Janitorial Attendant	Estimate 6 Hours	6.00 HR	26.00 HR	156.00
Electrician	Estimate 2 Hours	2.00 HR	65.00 HR	130.00

EXHIBIT A

Event Information

Event Sales & Services

Event Coordinator	02/26/2022 06:30PM - 12:30AM	1.00	EA	51.50	HR	309.00
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Parking

Parking Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Parking Attendant	Estimate 16 Hours	16.00	HR	26.00	HR	416.00

Safety & Security

Security Attendant Lead	02/26/2022 06:30PM - 12:00AM	1.00	EA	31.00	HR	170.50
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Outside Services

Sound Engineer	TBD	TBD	EA	800.00	EA/DAY	TBD
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Total: 3,964.00

Summary

Facility Rental Total	\$3,800.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$9,295.00
Parking Buyout (<i>Based upon 150 vehicles at \$10.00 per vehicle</i>)	\$1,500.00
Refundable Deposit	\$1,500.00

Grand Total: \$16,095.00

Payment Schedule

Payment Schedule

First Payment	Amount
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Due Date

Upon Signing

\$16,095.00

Total: \$16,095.00

Please Remit Payment in *Check or Credit Card Only*

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

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EXHIBIT A

Event Information

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at <https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>

EXHIBIT V

See Exhibit V for OCFEC COVID-19 Infection Mitigation Protocol and Procedure Guidelines.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. First Class Events must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, First Class Events must execute changes within the specified timeframe.