

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

1 of 1

**NEW**

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-015-22	Englebrecht Promotions & Events	Fight Club OC	Competition/Tournament (COM)	The Hangar	02/16/22-02/17/22	15,667.25
R-025-22	Gem Faire, Inc.	Gem Faire	Consumer Show (CON)	Costa Mesa Building (#10), Main Mall, Santa Ana Pavilion (Parade of Products)	02/23/22-02/28/22	55,601.50
R-030-22	Apartment Association of Orange County	2022 AAOC Trade Show	Consumer Show (CON)	Costa Mesa Building (#10), Huntington Beach Building (#12)	05/03/22-05/05/22	27,610.25
R-044-22	Vanguard University	Vanguard University Overflow Student Parking	Parking (PARK)	Parking Lot B	01/07/22-05/05/22	28,875.00
R-050-22	CALA Shows Inc.	CALA Shows Inc.	Consumer Show (CON)	Anaheim Building (#16), Los Alamitos Building (#14)	02/19/22-02/22/22	45,759.50
R-055-22	Silver Ince Productions	OC Wine Fest	Festival (FST)	The Hangar	04/01/22-04/03/22	25,890.00
R-056-22	Pacific Coast Sportfishing Magazine	Pacific Coast Sportfishing Festival	Consumer Show (CON)	Costa Mesa Building (#10), Huntington Beach Building (#12), Santa Ana Pavilion (Parade of Products)	02/16/22-02/21/22	51,819.00
R-057-22	Ultimate Trade Shows & Events, Inc.	OC Home Show	Consumer Show (CON)	Los Alamitos Building (#14)	02/25/22-02/28/22	21,079.00
R-060-22	Orange County Wine Society	Wine Auction	Other (OTH)	Costa Mesa Building (#10), Courtyard	04/22/22-04/23/22	3,703.50
R-061-22	HSE Holdings 6 LLC dba American Consumer Show	California Bridal & Wedding Expo	Consumer Show (CON)	Costa Mesa Building (#10)	03/05/22-03/06/22	18,232.00
R-062-22	SLD LLC	The Original O.C. Swap Meet	Consumer Show (CON)	Parking Lot D	02/12/22	11,594.50
R-063-22	SLD LLC	The Original O.C. Swap Meet	Consumer Show (CON)	Parking Lot D	02/26/22	11,594.50
R-064-22	Herpetorama, Inc.	Repticon	Consumer Show (CON)	Huntington Beach Building (#12)	02/25/22-02/28/22	22,298.50
R-067-22	XMC	Service Now Innovation Park	Meeting/Seminar (MEE)	Parking Lot I	04/11/22-04-15/22	18,650.50
R-069-22	Southern California Men's Gymnastics Association	2022 SoCal Men's Gymnastics State Championships	Competition/Tournament (COM)	Costa Mesa Building (#10)	03/11/22-03/13/22	39,175.75
R-070-22	SLD LLC	The Original O.C. Swap Meet	Consumer Show (CON)	Parking Lot D	03/12/2022	11,594.50
R-071-22	SLD LLC	The Original O.C. Swap Meet	Consumer Show (CON)	Parking Lot D	03/26/2022	11,594.50
R-072-22	Sift Research, Inc.	Automotive Research Clinic	Research & Development (RD)	Los Alamitos Building (#14)	03/24/22-03/27/22	22,997.50
R-073-22	Construction Industry Education Foundation	Design Build Competition 2022	Competition/Tournament (COM)	Parking Lot A (South)	04/05/22-04/07/22	20,346.50

**AMENDMENTS**

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-043-22 (Amend. #1)	First Class Events	Palos Verdes High School Winter Formal <i>Amended: name change</i>	Prom/Formal (PRH)	The Hangar	02/25/22-02/26/22	16,095.00

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-015-22**

DATE **January 24, 2022**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Englebrecht Promotions & 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 16 - 17, 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:

**Fight Club OC**

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

**\$15,667.25**

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

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

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. Renter 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.

**Englebrecht Promotions & Events**  
**P.O Box 10205**  
**Newport Beach, CA 92658**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Roy Englebrecht, Promoter**

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

# EXHIBIT A

Event Information				
<b>Event Name:</b>	Fight Club OC	<b>Contract No:</b>	R-015-22	
<b>Contact Person:</b>	Roy Englebrecht	<b>Phone:</b>	(949) 235-6155	
<b>Event Date:</b>	02/17/2022	<b>Hours:</b>	Happy Hour (Baja Blues):	5:30 PM - 6:30 PM
			Doors:	6:30 PM
<b>Admission Price:</b>	Adult: \$40.00 - \$80.00		Event:	7:30 PM - 10:00 PM
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	1,200	

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
The Hangar	02/16/2022 06:00 AM - 11:59 PM	Move In	550.00
Thursday			
The Hangar	02/17/2022 05:30 PM - 09:30 PM	Event	2,150.00
Total:			2,700.00

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 Thursday - February 17, 2022 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
25 MB Internet - Hard Line	02/17/2022	1.00	EA	250.00	EA/DAY	250.00
100 Amp Drop	Estimate 2	2.00	EA	180.00	EA	360.00
200 Amp Drop	As Needed Per Request	TBD	EA	360.00	EA	TBD
Barricade (Plastic)	Flat Rate (Delivery & Pick Up Only, No Set Up)	1.00	EA	200.00	FLAT	200.00
Bleacher (100 Seat Section)	Estimate 3	3.00	EA	200.00	EA	600.00
Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	Estimate 300	300.00	EA	1.00	EA	300.00
Chair (Tied)	Estimate 1,000	1,000.00	EA	2.00	EA	2,000.00
Dumpster	Estimate 6	6.00	EA	19.00	EA	114.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage	Estimate Only	1.00	EA	200.00	EVT	200.00
Folding Table (Rectangular)	Estimate 2	2.00	EA	15.00	EA	30.00
Forklift	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Man Lift	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Marquee Board	02/11/2022 - 02/17/2022	1.00	WK	Included		Included
Portable Electronic Message Board	02/17/2022	2.00	EA	75.00	EA/DAY	150.00
Projector and Screen	02/17/2022	1.00	EA	1,500.00	EA/DAY	1,500.00
Scissor Lift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Stanchion	Estimate 40	40.00	EA	1.00	EA	40.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Trussing Unit	TBD	TBD	EA	100.00	EA	TBD
Wireless Internet Router	Estimate 2	2.00	EA	75.00	EA	150.00
<b>Total:</b>						<b>6,944.00</b>

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 16 Hours	16.00	HR	26.00	HR	416.00
Electrician	Estimate 2 Hours	2.00	HR	65.00	HR	130.00

# EXHIBIT A

## Event Information

### Event Day

Grounds Attendant Lead	02/17/2022 05:30PM - 10:00PM	1.00	EA	31.00	HR	139.50
Grounds Attendant	02/17/2022 05:30PM - 10:00PM	2.00	EA	26.00	HR	234.00
Janitorial Attendant	02/17/2022 05:30PM - 10:00PM	2.00	EA	26.00	HR	234.00
Electrician	02/17/2022 05:30PM - 10:00PM	1.00	EA	65.00	HR	292.50

### Clean Up

Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	31.00	HR	155.00
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

### Event Sales & Services

Event Coordinator	02/17/2022 05:30PM - 10:00PM	1.00	EA	51.50	HR	231.75
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### Parking

Parking Attendant	Estimate 4 Hours	4.00	HR	26.00	HR	104.00
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### Safety & Security

Security Attendant Lead	02/17/2022 06:15PM - 10:45PM	1.00	EA	31.00	HR	139.50
Security Attendant	02/17/2022 06:15PM - 10:45PM	3.00	EA	26.00	HR	351.00
Security Attendant	02/17/2022 04:30PM - 09:00PM	2.00	EA	26.00	HR	234.00

### Technology

Technology Attendant	Estimate 1 Hour	1.00	HR	51.50	HR	51.50
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### Outside Services

Emergency Medical Services	02/17/2022 05:00PM - 10:30PM	2.00	EA	27.00	HR	297.00
Orange County Sheriff Services	Estimate Only	1.00	EA	1,400.00	EVT	1,400.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	225.00	EVT	225.00

**Total: 5,523.25**

### Summary

Facility Rental Total	\$2,700.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$12,467.25
Refundable Deposit	\$500.00

**Grand Total: \$15,667.25**

### Payment Schedule

#### Payment Schedule

<u>Due Date</u>	<u>Amount</u>
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First Payment	Upon Signing	\$15,667.25
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**Total: \$15,667.25**

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.

### **BOOKING PROTECTION**

In an effort to ensure that no two (2) similar combative sports events take place in The Hangar in close proximity to regularly scheduled Fight Club OC shows throughout the entire 2022 Season, the OCFEC shall not book fight events with any other promoter within the two (2) week period prior and/or after scheduled Fight Club OC event dates.

### **CANNABIS EVENTS**

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

### **CHAIRS**

Event Producer will pay a chair rental fee of \$2.00 per tied chair and \$1.00 per non-tied chair. This will include set up and tear down of chairs by OCFEC staff.

### **COMPLIMENTARY PARKING PASSES**

Event Producer will be provided thirty-five (35) complimentary passes and approval for a Pass List of up to sixteen (16) additional people. Complimentary Passes and Pass List together not to exceed fifty-one (51) Complimentary Parking passes. **Additional names on the Pass List, above the established limit of fifty-one (51), will be charged to the Event Producer at \$3.00 per name.**

### **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.

### **FUTURE TERMS**

Future terms and agreements subject to change.

### **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.

# 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, Englebrecht Promotions & Events must comply with request.**

### **STATE FIRE MARSHAL**

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

FORM F-31

AGREEMENT NO. **R-025-22**

REVIEWED \_\_\_\_\_

DATE **January 25, 2022**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Gem Faire, 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

**February 23 - 28, 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:

**Gem Faire**

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

**\$55,601.50**

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.

**Gem Faire, Inc.**  
**P.O. Box 55337**  
**Portland, OR 97238**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Allen Van Volkinburgh, Manager**

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

# EXHIBIT A

Event Information				
Event Name:	Gem Faire	Contract No:	R-025-22	
Contact Person:	Allen Van Volkinburgh	Phone:	(503) 252-8300	
Event Date:	02/25/2022 - 02/27/2022	Hours:	Friday Wholesale:	10:00 AM - 12:00 PM
			Friday:	12:00 PM - 6:00 PM
			Saturday:	10:00 AM - 6:00 PM
Admission Price:	Adult: \$7 weekend pass (discount coupon online)		Sunday:	10:00 AM - 5:00 PM
	Child: Under 12 Free			
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	4,500	

Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
<b>Wednesday</b>				
Costa Mesa Building (#10)	02/23/2022 08:00 AM - 08:00 PM	Move In	2,300.00	
¼ Main Mall	02/23/2022 08:00 AM - 08:00 PM	Move In	225.00	
Santa Ana Pavilion (Parade of Products)	02/23/2022 08:00 AM - 08:00 PM	Move In	1,100.00	
<b>Thursday</b>				
Costa Mesa Building (#10)	02/24/2022 08:00 AM - 08:00 PM	Move In	2,300.00	
¼ Main Mall	02/24/2022 08:00 AM - 08:00 PM	Move In	225.00	
Santa Ana Pavilion (Parade of Products)	02/24/2022 08:00 AM - 08:00 PM	Move In	1,100.00	
<b>Friday</b>				
Costa Mesa Building (#10)	02/25/2022 10:00 AM - 06:00 PM	Event	4,600.00	
¼ Main Mall	02/25/2022 10:00 AM - 06:00 PM	Event	450.00	
Santa Ana Pavilion (Parade of Products)	02/25/2022 10:00 AM - 06:00 PM	Event	2,200.00	
<b>Saturday</b>				
Costa Mesa Building (#10)	02/26/2022 10:00 AM - 06:00 PM	Event	4,600.00	
¼ Main Mall	02/26/2022 10:00 AM - 06:00 PM	Event	450.00	
Santa Ana Pavilion (Parade of Products)	02/26/2022 10:00 AM - 06:00 PM	Event	2,200.00	
<b>Sunday</b>				
Costa Mesa Building (#10)	02/27/2022 10:00 AM - 05:00 PM	Event	4,600.00	
¼ Main Mall	02/27/2022 10:00 AM - 05:00 PM	Event	450.00	
Santa Ana Pavilion (Parade of Products)	02/27/2022 10:00 AM - 05:00 PM	Event	2,200.00	
<b>Monday</b>				
Costa Mesa Building (#10)	02/28/2022 08:00 AM - 12:00 PM	Move Out	No Charge	
¼ Main Mall	02/28/2022 08:00 AM - 12:00 PM	Move Out	No Charge	
Santa Ana Pavilion (Parade of Products)	02/28/2022 08:00 AM - 12:00 PM	Move Out	No Charge	
<b>Total:</b>			<b>29,000.00</b>	

Hosting of this event in the above specified spaces, Costa Mesa Building, ¼ Main Mall and Santa Ana Pavilion, 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 12:00 PM Monday - February 28, 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
50 Amp Drop	Estimate 9	9.00	EA	70.00 EA	630.00
Barricade (Metal)	Estimate 55	55.00	EA	15.00 EA	825.00
Cable Ramp	Estimate 2	2.00	EA	15.00 EA	30.00
Dumpster	Estimate 33	33.00	EA	19.00 EA	627.00
Electrical Splitter Box	Estimate 22	22.00	EA	55.00 EA	1,210.00

# EXHIBIT A

Event Information						
Electrical Usage	Estimate Only	1.00	EA	3,300.00	EVT	3,300.00
Forklift	Estimate 7 Hours	7.00	HR	75.00	HR	525.00
Man Lift	Estimate 7 Hours	7.00	HR	75.00	HR	525.00
Marquee Board	01/29/2022 - 02/27/2022	4.00	WK	Included		Included
Portable Electronic Message Board	02/25/2022 - 02/27/2022	2.00	EA	75.00	EA/DAY	450.00
Public Address System (Per Building)	02/25/2022 - 02/27/2022	1.00	EA	75.00	EA/DAY	225.00
Scissor Lift	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Sweeper (In-House)	Estimate 9 Hours	9.00	HR	75.00	HR	675.00
Ticket Booth (Double Window)	Estimate 1	1.00	EA	100.00	EA	100.00
Trussing Unit	Estimate 2	2.00	EA	100.00	EA	200.00
Umbrella w/Stand	TBD	TBD	EA	15.00	EA	TBD

**Total: 9,547.00**

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>						
<b>Set Up</b>						
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 11 Hours	11.00	HR	65.00	HR	715.00
<b>Event Day</b>						
Grounds Attendant Lead	02/25/2022 09:00AM - 06:00PM	1.00	EA	31.00	HR	279.00
Grounds Attendant	02/25/2022 09:00AM - 06:00PM	2.00	EA	26.00	HR	468.00
Janitorial Attendant	02/25/2022 09:00AM - 06:00PM	2.00	EA	26.00	HR	468.00
Grounds Attendant Lead	02/26/2022 09:00AM - 06:00PM	1.00	EA	31.00	HR	279.00
Grounds Attendant	02/26/2022 09:00AM - 06:00PM	2.00	EA	26.00	HR	468.00
Janitorial Attendant	02/26/2022 09:00AM - 06:00PM	2.00	EA	26.00	HR	468.00
Grounds Attendant Lead	02/27/2022 09:00AM - 05:00PM	1.00	EA	31.00	HR	248.00
Grounds Attendant	02/27/2022 09:00AM - 05:00PM	2.00	EA	26.00	HR	416.00
Janitorial Attendant	02/27/2022 09:00AM - 05:00PM	2.00	EA	26.00	HR	416.00
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	31.00	HR	155.00
Grounds Attendant	Estimate 15 Hours	15.00	HR	26.00	HR	390.00
Janitorial Attendant	Estimate 10 Hours	10.00	HR	26.00	HR	260.00
Electrician	Estimate 10 Hours	10.00	HR	65.00	HR	650.00
<u>Event Sales &amp; Services</u>						
Event Coordinator	02/25/2022 09:00AM - 06:00PM	1.00	EA	51.50	HR	463.50
Event Coordinator	02/26/2022 09:00AM - 06:00PM	1.00	EA	51.50	HR	463.50
Event Coordinator	02/27/2022 09:00AM - 05:00PM	1.00	EA	51.50	HR	412.00
<b>Parking</b>						
Parking Attendant Lead	Estimate 9 Hours	9.00	HR	31.00	HR	279.00
Parking Attendant	Estimate 18 Hours	18.00	HR	26.00	HR	468.00
<u>Safety &amp; Security</u>						
Security Attendant	02/24/2022 09:45AM - 06:00PM	4.00	EA	26.00	HR	858.00
Security Attendant - Overnight	02/24/2022 06:00PM - 07:00AM	2.00	EA	26.00	HR	676.00

# EXHIBIT A

Event Information						
Security Attendant - Daytime	02/25/2022 07:00AM - 12:00PM	2.00	EA	26.00	HR	260.00
Security Attendant - Daytime	02/25/2022 10:00AM - 06:00PM	2.00	EA	26.00	HR	416.00
Security Attendant - Overnight	02/25/2022 06:00PM - 07:00AM	2.00	EA	26.00	HR	676.00
Security Attendant	02/26/2022 07:00AM - 12:00PM	1.00	EA	26.00	HR	130.00
Security Attendant - Daytime	02/26/2022 10:00AM - 06:00PM	2.00	EA	26.00	HR	416.00
Security Attendant - Overnight	02/26/2022 06:00PM - 07:00AM	2.00	EA	26.00	HR	676.00
Security Attendant	02/27/2022 07:00AM - 12:00PM	1.00	EA	26.00	HR	130.00
Security Attendant - Daytime	02/27/2022 10:00AM - 06:00PM	2.00	EA	26.00	HR	416.00
Security Attendant	02/27/2022 04:00PM - 09:00PM	4.00	EA	26.00	HR	520.00
<b><u>Technology</u></b>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<b><u>Outside Services</u></b>						
Emergency Medical Services	02/25/2022 09:30AM - 06:30PM	2.00	EA	27.00	HR	486.00
Emergency Medical Services	02/26/2022 09:30AM - 06:30PM	2.00	EA	27.00	HR	486.00
Emergency Medical Services	02/27/2022 09:30AM - 05:30PM	2.00	EA	27.00	HR	432.00
Orange County Sheriff Services	Estimate Only	1.00	EA	1,000.00	EVT	1,000.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
<b>Total:</b>						<b>16,254.50</b>

## Summary

Facility Rental Total	\$29,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$25,801.50
Refundable Deposit	\$800.00
<b>Grand Total:</b>	<b>\$55,601.50</b>

## Payment Schedule

<b><u>Payment Schedule</u></b>	<b><u>Due Date</u></b>	<b><u>Amount</u></b>
First Payment	Upon Signing	\$55,601.50
<b>Total:</b>		<b>\$55,601.50</b>

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 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, Gem Faire, Inc. must comply with request.**

### STATE FIRE MARSHAL

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

FORM F-31

REVIEWED CD 1.13.22

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-030-22**

DATE **January 13, 2022**

FAIRTIME

INTERIM **XX**

### RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Apartment Association of Orange County** 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

**May 3 - 5, 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 AAOC Trade Show

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

**\$27,610.25**

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

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

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. Renter 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.

**Apartment Association of Orange County**  
**525 Cabrillo Park Drive, Suite 125**  
**Santa Ana, CA 92701-5076**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: David Cordero, Executive Director**

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

## Event Information

### Facility Rental Fees

**Total: 16,400.00**

**Move out must be completed by 11:59 PM Thursday - May 5, 2022 to avoid additional charges.**

**Total: 3,954.00**



## Event Information

### Available Personnel and Services Fees

## Summary

**Grand Total: \$27,610.25**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	03/04/2022	\$13,805.00
Second Payment	04/04/2022	\$13,805.25
	<b>Total:</b>	<b>\$27,610.25</b>

# 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.

### **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.

# 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, Apartment Association of Orange County must comply with request.**

### STATE FIRE MARSHAL

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

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-044-22**

DATE **January 20, 2022**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Vanguard University** 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 7 - May 5, 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:

### **Vanguard University Overflow Parking**

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

**\$28,875.00**

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.

**Vanguard University**  
**55 Fair Drive**  
**Costa Mesa, CA 92626**

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

By \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Jeremy Moser, Vice President for Finance/CFO**

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

## EXHIBIT "A"

**Event Name:** Vanguard University Overflow Parking  
**Contact Person:** David Vasquez  
**Event Dates:** 01/07/2022 - 05/05/2021

**Contract No:** R-044-22  
**Phone:** (714) 966-5467  
**Hours:** 7:00 AM - 5:30 PM Daily  
**Projected Attendance:** 75 Per Day

### OCFEC AGREES TO PROVIDE:

- Seventy-five (75) parking stalls in Parking Lot B, Monday through Friday starting **January 7, 2022 through May 5, 2022.**

### RENTER AGREES:

- To provide proof of insurance by **January 7, 2022.**
- To notify the District (OCFEC) of any accident that takes place during parking lot usage. **The Security & Traffic Department can be reached by phone at (714) 708-1588, 24 hours a day, or they can be located at the Security & Traffic Office near Gate 5 off Arlington Drive between the hours of 6:00 AM - 12:00 Midnight.**
- That all vehicles will be removed from OCFEC property after each day.
- 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 Rental Agreement 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 Vanguard University activity taking place at the OC Fair & Event Center.
- To limit vehicle speeds to no more than 15 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.
- That all Vanguard University students and staff members parking on OCFEC property will be issued a Vanguard Parking Pass.
- That Renter will provide Vanguard University Security to monitor the parking lots to ensure parking pass compliance. Any Vanguard University vehicles parked without a proper parking pass will be cited.
- To pay \$5.00 per parking stall per day; sixteen (16) days in January, nineteen (19) days in February, eighteen (18) days in March, twenty (20) days in April, and four (4) days in May.

### Payment Schedule:

Payment of \$28,875.00 is due on or before **January 31, 2022** for the period covering January through May.

### 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.

### **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, Vanguard University must comply with request.

### **STATE FIRE MARSHAL**

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

FORM F-31

REVIEWED CD 1.13.22

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-050-22**

DATE **January 13, 2022**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

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

**February 19 - 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:

**CALA Shows Inc.**

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

**\$45,759.50**

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.

**CALA Shows Inc.**  
**815 El Oro Lane**  
**Pacific Palisades, CA 90272**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Gerry Murtagh, Owner**

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	CALA Shows Inc.	<b>Contract No:</b>	R-050-22
<b>Contact Person:</b>	Gerry Murtagh	<b>Phone:</b>	(213) 305-6887
<b>Event Date:</b>	02/20/2022 - 02/22/2022	<b>Hours:</b>	Sunday: 10:00 AM - 6:00 PM Monday: 9:00 AM - 6:00 PM Tuesday: 9:00 AM - 2:00 PM
<b>Admission Price:</b>	TBD		
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	200 Per Day

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
Anaheim Building (#16)	02/19/2022 07:00 AM - 07:00 PM	Move In	1,250.00
Los Alamitos Building (#14)	02/19/2022 07:00 AM - 07:00 PM	Move In	1,600.00
<b>Sunday</b>			
Anaheim Building (#16)	02/20/2022 10:00 AM - 06:00 PM	Event	2,500.00
Los Alamitos Building (#14)	02/20/2022 10:00 AM - 06:00 PM	Event	3,200.00
<b>Monday</b>			
Anaheim Building (#16)	02/21/2022 09:00 AM - 06:00 PM	Event	2,500.00
Los Alamitos Building (#14)	02/21/2022 09:00 AM - 06:00 PM	Event	3,200.00
<b>Tuesday</b>			
Anaheim Building (#16)	02/22/2022 09:00 AM - 02:00 PM	Event	2,500.00
Los Alamitos Building (#14)	02/22/2022 09:00 AM - 02:00 PM	Event	3,200.00
<b>Total:</b>			<b>19,950.00</b>

Hosting of this event in the above specified spaces, Anaheim Building and Los Alamitos 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 PM Tuesday - February 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>		
25 MB Internet - Hard Line	02/20/2022 - 02/22/2022	1.00 EA	250.00 EA/DAY	750.00		
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD		
50 Amp Drop	Estimate 4	4.00 EA	70.00 EA	280.00		
100 Amp Drop	TBD	TBD EA	180.00 EA	TBD		
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD		
Bench (Metal)	TBD	TBD EA	15.00 EA	TBD		
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD		
Dumpster	Estimate 20	20.00 EA	19.00 EA	380.00		
Electrical Splitter Box	Estimate 6	6.00 EA	55.00 EA	330.00		
Electrical Usage	Estimate Only	1.00 EA	1,500.00 EVT	1,500.00		
Forklift	TBD	TBD HR	75.00 HR	TBD		
Gallery Lighting	02/20/2022 - 02/22/2022	2.00 EA	700.00 EA/DAY	4,200.00		
Hang Tag - 3 Day	TBD	TBD EA	15.00 EA	TBD		
Man Lift	TBD	TBD HR	75.00 HR	TBD		
Marquee Board	02/16/2022 - 02/22/2022	1.00 WK	Included	Included		
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00 EA	TBD		
Portable Electronic Message Board	02/20/2022 - 02/22/2022	2.00 EA	75.00 EA/DAY	450.00		
Public Address System (Per Building)	TBD	TBD EA	75.00 EA/DAY	TBD		
Sweeper (In-House)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00		
Wireless Internet Router	Estimate 2	2.00 EA	75.00 EA	150.00		
<b>Total:</b>				<b>8,415.00</b>		

# EXHIBIT A

### Event Information

#### 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>						
<b>Set Up</b>						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Grounds Attendant	Estimate 10 Hours	10.00	HR	26.00	HR	260.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	26.00	HR	416.00
Electrician	Estimate 9 Hours	9.00	HR	65.00	HR	585.00
<b>Event Day</b>						
Grounds Attendant Lead	02/20/2022 09:00AM - 07:00PM	1.00	EA	31.00	HR	310.00
Grounds Attendant	02/20/2022 09:00AM - 07:00PM	2.00	EA	26.00	HR	520.00
Janitorial Attendant	02/20/2022 09:00AM - 07:00PM	4.00	EA	26.00	HR	1,040.00
Electrician	02/20/2022 09:00AM - 07:00PM	1.00	EA	65.00	HR	650.00
Grounds Attendant Lead	02/21/2022 08:00AM - 07:00PM	1.00	EA	31.00	HR	341.00
Grounds Attendant	02/21/2022 08:00AM - 07:00PM	2.00	EA	26.00	HR	572.00
Janitorial Attendant	02/21/2022 08:00AM - 07:00PM	4.00	EA	26.00	HR	1,144.00
Electrician	02/21/2022 08:00AM - 07:00PM	1.00	EA	65.00	HR	715.00
Grounds Attendant Lead	02/22/2022 08:00AM - 03:00PM	1.00	EA	31.00	HR	217.00
Grounds Attendant	02/22/2022 08:00AM - 03:00PM	2.00	EA	26.00	HR	364.00
Janitorial Attendant	02/22/2022 08:00AM - 03:00PM	4.00	EA	26.00	HR	728.00
Electrician	02/22/2022 08:00AM - 03:00PM	1.00	EA	65.00	HR	455.00
<b>Clean Up</b>						
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 9 Hours	9.00	HR	65.00	HR	585.00
<u>Event Sales &amp; Services</u>						
Event Coordinator	02/20/2022 09:00AM - 07:00PM	1.00	EA	51.50	HR	515.00
Event Coordinator	02/21/2022 08:00AM - 07:00PM	1.00	EA	51.50	HR	566.50
Event Coordinator	02/22/2022 08:00AM - 03:00PM	1.00	EA	51.50	HR	360.50
<b><u>Parking</u></b>						
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
<b><u>Safety &amp; Security</u></b>						
Security Attendant - Overnight	02/19/2022 07:00PM - 08:30AM	1.00	EA	26.00	HR	351.00
Security Attendant	02/20/2022 09:00AM - 06:30PM	3.00	EA	26.00	HR	741.00
Security Attendant - Overnight	02/20/2022 07:30PM - 08:30AM	1.00	EA	26.00	HR	338.00
Security Attendant	02/21/2022 08:00AM - 06:30PM	3.00	EA	26.00	HR	819.00
Security Attendant - Overnight	02/21/2022 06:30PM - 08:30AM	1.00	EA	26.00	HR	364.00
Security Attendant	02/22/2022 08:00AM - 02:30PM	3.00	EA	26.00	HR	507.00
<b><u>Outside Services</u></b>						
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

**Total: 15,394.50**

# EXHIBIT A

## Event Information

### Summary

Facility Rental Total	\$19,950.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$23,809.50
Refundable Deposit	\$2,000.00
<b>Grand Total:</b>	<b>\$45,759.50</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$45,759.50
	<b>Total:</b>	<b>\$45,759.50</b>

**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.

### **CANS AND GLASS**

Cans and/or glass bottles are not permitted on OCFEC property. All beverages in glass or can containers must be poured into disposable cups. Please contact your OCFEC Event Coordinator for details.

### **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

### **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, CALA Shows Inc. must comply with request.**

### **STATE FIRE MARSHAL**

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

FORM F-31

REVIEWED CD 1.11.22

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-055-22**

DATE **January 11, 2022**

FAIRTIME

INTERIM **XX**

### RENTAL AGREEMENT

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

**April 1 - 3, 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 Wine Fest

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

**\$25,890.00**

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.

**Silver Ince Productions**  
**21131 Via Canon**  
**Yorba Linda, CA 92887**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Corey Silverman, Chief of Operations**

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

# EXHIBIT A

Event Information				
<b>Event Name:</b>	OC Wine Fest	<b>Contract No:</b>	R-055-22	
<b>Contact Person:</b>	Corey Silverman	<b>Phone:</b>	(714) 865-4100	
<b>Event Date:</b>	04/02/2022 - 04/03/2022	<b>Hours:</b>	Saturday: 11:00 AM - 8:00 PM Sunday: 11:00 AM - 3:00 PM	

<b>Admission Price:</b>	\$70.00		
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	1,800

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
The Hangar	04/01/2022 10:00 AM - 08:00 PM	Move In	1,900.00
<b>Saturday</b>			
The Hangar	04/02/2022 11:00 AM - 08:00 PM	Event	3,800.00
<b>Sunday</b>			
The Hangar	04/03/2022 11:00 AM - 03:00 PM	Event	3,800.00
<b>Total:</b>			<b>9,500.00</b>

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 PM Sunday - April 3, 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
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
200 Amp Drop	TBD	TBD	EA	360.00	EA	TBD
Barricade (Plastic)	Estimate 20	20.00	EA	15.00	EA	300.00
Dumpster	Estimate 20	20.00	EA	19.00	EA	380.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage	Estimate Only	1.00	EA	700.00	EVT	700.00
Forklift	TBD	TBD	HR	75.00	HR	TBD
Hang Tag - 2 Day	Estimate 30	30.00	EA	10.00	EA	300.00
Portable Electronic Message Board	04/02/2022 - 04/03/2022	2.00	EA	75.00	EA/DAY	300.00
Public Address System (Per Building)	04/02/2022 - 04/03/2022	1.00	EA	75.00	EA/DAY	150.00
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
<b>Total:</b>						<b>2,355.00</b>

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 8 Hours	8.00	HR	31.00	HR	248.00
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 1 Hour	1.00	HR	65.00	HR	65.00
Event Day						
Grounds Attendant Lead	04/02/2022 10:00AM - 09:00PM	1.00	EA	31.00	HR	341.00
Grounds Attendant	04/02/2022 10:00AM - 09:00PM	1.00	EA	26.00	HR	286.00
Janitorial Attendant	04/02/2022 10:00AM - 09:00PM	2.00	EA	26.00	HR	572.00
Electrician	TBD	TBD	EA	65.00	HR	TBD



# EXHIBIT A

Event Information						
Grounds Attendant Lead	04/03/2022 10:00AM - 04:00PM	1.00	EA	31.00	HR	186.00
Grounds Attendant	04/03/2022 10:00AM - 04:00PM	1.00	EA	26.00	HR	156.00
Janitorial Attendant	04/03/2022 10:00AM - 04:00PM	2.00	EA	26.00	HR	312.00
Electrician	TBD	TBD	EA	65.00	HR	TBD
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Janitorial Attendant	Estimate 12 Hours	12.00	HR	26.00	HR	312.00
Electrician	Estimate 1 Hour	1.00	HR	65.00	HR	65.00
<b><u>Event Sales &amp; Services</u></b>						
Event Coordinator	04/02/2022 10:00AM - 09:00PM	1.00	EA	51.50	HR	566.50
Event Coordinator	04/03/2022 10:00AM - 04:00PM	1.00	EA	51.50	HR	309.00
<b><u>Parking</u></b>						
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
<b><u>Safety &amp; Security</u></b>						
Security Attendant Lead	04/02/2022 10:00AM - 08:30PM	1.00	EA	31.00	HR	325.50
Security Attendant	04/02/2022 10:00AM - 08:30PM	5.00	EA	26.00	HR	1,365.00
Security Attendant Lead	04/03/2022 10:00AM - 03:30PM	1.00	EA	31.00	HR	170.50
Security Attendant	04/03/2022 10:00AM - 03:30PM	5.00	EA	26.00	HR	715.00
<b><u>Technology</u></b>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<b><u>Outside Services</u></b>						
Emergency Medical Services	04/02/2022 10:30AM - 08:30PM	2.00	EA	27.00	HR	540.00
Emergency Medical Services	04/03/2022 10:30AM - 03:30PM	2.00	EA	27.00	HR	270.00
Orange County Sheriff Services	04/02/2022 Estimate Only	1.00	EA	1,600.00	EVT	1,600.00
Orange County Sheriff Services	04/03/2022 Estimate Only	1.00	EA	1,600.00	EVT	1,600.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

**Total: 12,035.00**

## Summary

Facility Rental Total	\$9,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$14,390.00
Refundable Deposit	\$2,000.00

**Grand Total: \$25,890.00**

## Payment Schedule

<b><u>Payment Schedule</u></b>	<b><u>Due Date</u></b>	<b><u>Amount</u></b>
First Payment	<i>Upon Signing</i>	\$25,890.00
<b>Total:</b>		<b>\$25,890.00</b>

# 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.

### **CANS AND GLASS**

Cans and/or glass bottles are not permitted on OCFEC property. All beverages in glass or can containers must be poured into disposable cups. Please contact your OCFEC Event Coordinator for details.

### **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.

# 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, Silver Ince Productions must comply with request.**

### **STATE FIRE MARSHAL**

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

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-056-22**

DATE **January 20, 2022**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Pacific Coast Sportfishing Magazine** 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 16 - 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:

#### **Pacific Coast Sportfishing Festival**

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

**\$51,819.00**

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.

**Pacific Coast Sportfishing Magazine**  
**260 Newport Center Drive, PMB #969**  
**Newport Beach, CA 92660**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Bill DePriest, Publisher/Editor**

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

# EXHIBIT A

Event Information				
Event Name:	Pacific Coast Sportfishing Festival	Contract No:	R-056-22	
Contact Person:	Bill DePriest	Phone:	(949) 650-3474 ext 205	
Event Date:	02/18/2022 - 02/20/2022	Hours:	Friday: 12:00 PM - 5:00 PM Saturday & Sunday: 10:00 AM - 5:00 PM	
Admission Price:	TBD			
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	2,000	
Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
Wednesday				
Costa Mesa Building (#10)	02/16/2022 08:00 AM - 10:00 PM	Move In	2,300.00	
Huntington Beach Building (#12)	02/16/2022 08:00 AM - 10:00 PM	Move In	1,800.00	
Thursday				
Costa Mesa Building (#10)	02/17/2022 08:00 AM - 10:00 PM	Move In	2,300.00	
Huntington Beach Building (#12)	02/17/2022 08:00 AM - 10:00 PM	Move In	1,800.00	
Friday				
Costa Mesa Building (#10)	02/18/2022 12:00 PM - 05:00 PM	Event	4,600.00	
Huntington Beach Building (#12)	02/18/2022 12:00 PM - 05:00 PM	Event	3,600.00	
Saturday				
Costa Mesa Building (#10)	02/19/2022 10:00 AM - 05:00 PM	Event	4,600.00	
Huntington Beach Building (#12)	02/19/2022 10:00 AM - 05:00 PM	Event	3,600.00	
Sunday				
Costa Mesa Building (#10)	02/20/2022 10:00 AM - 05:00 PM	Event	4,600.00	
Huntington Beach Building (#12)	02/20/2022 10:00 AM - 05:00 PM	Event	3,600.00	
Monday				
Costa Mesa Building (#10)	02/21/2022 06:00 AM - 11:59 AM	Move Out	No Charge	
Huntington Beach Building (#12)	02/21/2022 06:00 AM - 11:59 AM	Move Out	No Charge	
Total:			32,800.00	

Hosting of this event in the above specified spaces, Costa Mesa Building and Huntington Beach 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 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 Monday - February 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>
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
50 Amp Drop	Estimate 1	1.00 EA	70.00 EA	70.00
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 21	21.00 EA	19.00 EA	399.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage	Estimate Only	1.00 EA	900.00 EVT	900.00
Forklift	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Hang Tag - 3 Day	Estimate 130	130.00 EA	15.00 EA	1,950.00
Man Lift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Marquee Board	02/14/2022 - 02/20/2022	1.00 WK	Included	Included
Portable PA System (w/ Wired Mic, Stand and 2 Speakers)	TBD	TBD EA	150.00 EA/DAY	TBD
Portable Electronic Message Board	02/18/2022 - 02/20/2022	1.00 EA	75.00 EA/DAY	225.00
Public Address System (Per Building)	TBD	TBD EA	75.00 EA/DAY	TBD
Scissor Lift	TBD	TBD HR	75.00 HR	TBD

# EXHIBIT A

Event Information						
Sweeper (In-House)	Estimate 5 Hours	5.00	HR	75.00	HR	375.00
Ticket Booth (Double Window)	Estimate 1	1.00	EA	100.00	EA	100.00
Total:						4,694.00
Reimbursable Personnel and Services Fees						
Description	Date-Time	Units		Rate		Actual
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	31.00	HR	155.00
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 1 Hour	1.00	HR	65.00	HR	65.00
Event Day						
Grounds Attendant Lead	02/18/2022 11:00AM - 05:00PM	1.00	EA	31.00	HR	186.00
Grounds Attendant	02/18/2022 11:00AM - 05:00PM	2.00	EA	26.00	HR	312.00
Janitorial Attendant	02/18/2022 11:00AM - 05:00PM	5.00	EA	26.00	HR	780.00
Grounds Attendant Lead	02/19/2022 09:00AM - 05:00PM	1.00	EA	31.00	HR	248.00
Grounds Attendant	02/19/2022 09:00AM - 05:00PM	2.00	EA	26.00	HR	416.00
Janitorial Attendant	02/19/2022 09:00AM - 05:00PM	5.00	EA	26.00	HR	1,040.00
Grounds Attendant Lead	02/20/2022 09:00AM - 05:00PM	1.00	EA	31.00	HR	248.00
Grounds Attendant	02/20/2022 09:00AM - 05:00PM	2.00	EA	26.00	HR	416.00
Janitorial Attendant	02/20/2022 09:00AM - 05:00PM	5.00	EA	26.00	HR	1,040.00
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 6 Hours	6.00	HR	26.00	HR	156.00
Electrician	Estimate 1 Hour	1.00	HR	65.00	HR	65.00
<u>Event Sales &amp; Services</u>						
Event Coordinator	02/18/2022 11:00AM - 05:00PM	1.00	EA	51.50	HR	309.00
Event Coordinator	02/19/2022 09:00AM - 05:00PM	1.00	EA	51.50	HR	412.00
Event Coordinator	02/20/2022 09:00AM - 05:00PM	1.00	EA	51.50	HR	412.00
Parking						
Parking Attendant Lead	Estimate 10 Hours	10.00	HR	31.00	HR	310.00
Parking Attendant	Estimate 20 Hours	20.00	HR	26.00	HR	520.00
<u>Safety &amp; Security</u>						
Security Attendant Lead	02/18/2022 11:00AM - 05:30PM	1.00	EA	31.00	HR	201.50
Security Attendant	02/18/2022 11:00AM - 05:30PM	6.00	EA	26.00	HR	1,014.00
Security Attendant Lead	02/19/2022 09:00AM - 05:30PM	1.00	EA	31.00	HR	263.50
Security Attendant	02/19/2022 09:00AM - 05:30PM	6.00	EA	26.00	HR	1,326.00
Security Attendant Lead	02/20/2022 09:00AM - 05:30PM	1.00	EA	31.00	HR	263.50
Security Attendant	02/20/2022 09:00AM - 05:30PM	6.00	EA	26.00	HR	1,326.00
<u>Technology</u>						
Technology Attendant	(Audio Configuration) TBD	TBD	EA	100.00	EVT	TBD

# EXHIBIT A

## Event Information

### Outside Services

Emergency Medical Services	02/18/2022 11:30AM - 05:30PM	2.00	EA	27.00	HR	324.00
Emergency Medical Services	02/19/2022 09:30AM - 05:30PM	2.00	EA	27.00	HR	432.00
Emergency Medical Services	02/20/2022 09:30AM - 05:30PM	2.00	EA	27.00	HR	432.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	TBD	TBD	EA	TBD	EVT	TBD

**Total: 13,825.00**

### Summary

Facility Rental Total	\$32,800.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$18,519.00
Refundable Deposit	\$500.00

**Grand Total: \$51,819.00**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$51,819.00
<b>Total:</b>		<b>\$51,819.00</b>

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.

### **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, Pacific Coast Sportfishing Magazine must comply with request.**

### **STATE FIRE MARSHAL**

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

FORM F-31

AGREEMENT NO. **R-057-22**

REVIEWED \_\_\_\_\_

DATE **January 26, 2022**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Ultimate Trade Shows & Events, 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

**February 25 - 28, 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 Home Show**

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

**\$21,079.00**

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.

**Ultimate Trade Shows & Events, Inc.**  
**P.O. Box 986**  
**Riverton, UT 84065**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Sylvia Andersen, Promoter**

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

# EXHIBIT A

Event Information			
Event Name:	OC Home Show	Contract No:	R-057-22
Contact Person:	Sylvia Andersen	Phone:	(801) 599-6664
Event Date:	02/26/2022 - 02/27/2022	Hours:	Saturday: 10:00 AM - 6:00 PM Sunday: 10:00 AM - 5:00 PM
Admission Price:	TBD		
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	1,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
Los Alamitos Building (#14)	02/25/2022 08:00 AM - 05:00 PM	Move In	1,600.00
<b>Saturday</b>			
Los Alamitos Building (#14)	02/26/2022 10:00 AM - 06:00 PM	Event	3,200.00
<b>Sunday</b>			
Los Alamitos Building (#14)	02/27/2022 10:00 AM - 05:00 PM	Event	3,200.00
<b>Monday</b>			
Los Alamitos Building (#14)	02/28/2022 07:00 AM - 12:00 PM	Move Out	No Charge
<b>Total:</b>			<b>8,000.00</b>

Hosting of this event in the above specified space, Los Alamitos 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 12:00 PM Monday - February 28, 2022 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
25 MB Internet - Hard Line	TBD	TBD	EA	250.00	EA/DAY	TBD
20 Amp Drop	Estimate 2	2.00	EA	25.00	EA	50.00
30 Amp Drop	Estimate 1	1.00	EA	50.00	EA	50.00
50 Amp Drop	Estimate 1	1.00	EA	70.00	EA	70.00
Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	Estimate 2	2.00	EA	2.50	EA	5.00
Dumpster	Estimate 8	8.00	EA	19.00	EA	152.00
Electrical Splitter Box	Estimate 2	2.00	EA	55.00	EA	110.00
Electrical Usage	Estimate Only	1.00	EA	1,000.00	EVT	1,000.00
Forklift	Estimate 7 Hours	7.00	HR	75.00	HR	525.00
Hang Tag - 2 Day	TBD	TBD	EA	10.00	EA	TBD
Man Lift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Marquee Board	02/21/2022 - 02/27/2022	1.00	WK	Included		Included
Picnic Table (Rectangular & Round)	TBD	TBD	EA	15.00	EA	TBD
Portable Electronic Message Board	02/26/2022 - 02/27/2022	2.00	EA	75.00	EA/DAY	300.00
Public Address System (Per Building)	02/26/2022 - 02/27/2022	1.00	EA	75.00	EA/DAY	150.00
Scissor Lift	Estimate 5 Hours	5.00	HR	75.00	HR	375.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Ticket Booth (Double Window)	TBD	TBD	EA	100.00	EA	TBD
Wireless Internet Router	TBD	TBD	EA	75.00	EA	TBD
<b>Total:</b>						<b>3,162.00</b>

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 5 Hours	5.00	HR	26.00	HR	130.00
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

# EXHIBIT A

## Event Information

### Event Day

Grounds Attendant Lead	02/26/2022 09:00AM - 07:00PM	1.00	EA	31.00	HR	310.00
Grounds Attendant	02/26/2022 09:00AM - 07:00PM	1.00	EA	26.00	HR	260.00
Janitorial Attendant	02/26/2022 09:00AM - 07:00PM	2.00	EA	26.00	HR	520.00
Electrician	02/26/2022 09:00AM - 07:00PM	1.00	EA	65.00	HR	650.00
Grounds Attendant Lead	02/27/2022 09:00AM - 06:00PM	1.00	EA	31.00	HR	279.00
Grounds Attendant	02/27/2022 09:00AM - 06:00PM	1.00	EA	26.00	HR	234.00
Janitorial Attendant	02/27/2022 09:00AM - 06:00PM	2.00	EA	26.00	HR	468.00
Electrician	02/27/2022 09:00AM - 06:00PM	1.00	EA	65.00	HR	585.00

### Clean Up

Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	31.00	HR	155.00
Grounds Attendant	Estimate 10 Hours	10.00	HR	26.00	HR	260.00
Janitorial Attendant	Estimate 7 Hours	7.00	HR	26.00	HR	182.00
Electrician	Estimate 3 Hours	3.00	HR	65.00	HR	195.00

### Event Sales & Services

Event Coordinator	02/26/2022 09:00AM - 07:00PM	1.00	EA	51.50	HR	515.00
Event Coordinator	02/27/2022 09:00AM - 06:00PM	1.00	EA	51.50	HR	463.50

### Parking

Parking Attendant Lead	02/25/2022 11:00AM - 05:00PM	1.00	EA	31.00	HR	186.00
Parking Attendant	02/25/2022 11:00AM - 05:00PM	2.00	EA	26.00	HR	312.00

### Safety & Security

Security Attendant	02/26/2022 09:00AM - 06:30PM	2.00	EA	26.00	HR	494.00
Security Attendant	02/27/2022 09:00AM - 05:30PM	2.00	HR	26.00	HR	442.00

### Technology

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

Emergency Medical Services	02/26/2022 09:30AM - 06:30PM	2.00	EA	27.00	HR	486.00
Emergency Medical Services	02/27/2022 09:30AM - 05:30PM	2.00	EA	27.00	HR	432.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

**Total: 8,417.00**

### Summary

Facility Rental Total	\$8,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$11,579.00
Refundable Deposit	\$1,500.00

**Grand Total: \$21,079.00**

### Payment Schedule

#### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
--	-----------------	---------------

First Payment *Upon Signing* \$21,079.00

**Total: \$21,079.00**

# 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.

### **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.

### **CANS AND GLASS**

Cans and/or glass bottles are not permitted on OCFEC property. All beverages in glass or can containers must be poured into disposable cups. Please contact your OCFEC Event Coordinator for details.

### **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.

# 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, Ultimate Trade Shows & Events, Inc. must comply with request.**

### **STATE FIRE MARSHAL**

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

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **HSE Holdings 6 LLC dba American Consumer Show** 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

**March 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:

**California Bridal & Wedding Expo**

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

**\$18,232.00**

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.

**HSE Holdings 6 LLC dba  
American Consumer Show  
6901 Jericho Turnpike, Suite 250  
Syosset, NY 11719**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Maria Palumbo, Director of  
New Business Development & Show Manager**

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

# EXHIBIT A

Event Information				
<b>Event Name:</b>	California Bridal & Wedding Expo	<b>Contract No:</b>	R-061-22	
<b>Contact Person:</b>	Maria Palumbo	<b>Phone:</b>	(516) 422-8125	
<b>Event Date:</b>	03/06/2022	<b>Hours:</b>	12:00 PM - 5:00 PM	
<b>Admission Price:</b>	TBD			
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	1,000	

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
Costa Mesa Building (#10)	03/05/2022 09:00 AM - 05:00 PM	Move In	4,600.00
<b>Sunday</b>			
Costa Mesa Building (#10)	03/06/2022 12:00 PM - 05:00 PM	Event	4,600.00
<b>Total:</b>			<b>9,200.00</b>

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 PM Sunday - March 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>
25 MB Internet - Hard Line	TBD	TBD	EA	250.00	EA/DAY	TBD
Bench (Metal)	TBD	TBD	EA	15.00	EA	TBD
Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	Estimate 156	156.00	EA	2.50	EA	390.00
Dumpster	Estimate 5	5.00	EA	19.00	EA	95.00
Electrical Splitter Box	Estimate 3	3.00	EA	55.00	EA	165.00
Electrical Usage	Estimate Only	1.00	EA	500.00	EVT	500.00
Forklift	Estimate 5 Hours	5.00	HR	75.00	HR	375.00
Hang Tag - 1 Day	TBD	TBD	EA	5.00	EA	TBD
Marquee Board	02/28/2022 - 03/06/2022	1.00	WK	Included		Included
Podium	Estimate 1	1.00	EA	25.00	EA	25.00
Portable Electronic Message Board	03/06/2022	2.00	EA	75.00	EA/DAY	150.00
Public Address System (Per Building)	TBD	TBD	EA	75.00	EA/DAY	TBD
Scissor Lift	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Stage Right 24' x 8' Stage	Estimate 1	1.00	EA	750.00	EA	750.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Wireless Internet Router	TBD	TBD	EA	75.00	EA	TBD
Wireless Microphone	TBD	TBD	EA	50.00	EA	TBD
<b>Total:</b>						<b>2,900.00</b>

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>						
<b>Set Up</b>						
Grounds Attendant	Estimate 9 Hours	9.00	HR	26.00	HR	234.00
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
<b>Event Day</b>						
Grounds Attendant Lead	03/06/2022 11:00AM - 06:00PM	1.00	EA	31.00	HR	217.00
Grounds Attendant	03/06/2022 11:00AM - 06:00PM	1.00	EA	26.00	HR	182.00
Janitorial Attendant	03/06/2022 11:00AM - 06:00PM	3.00	EA	26.00	HR	546.00
Electrician	03/06/2022 11:00AM - 06:00PM	1.00	EA	65.00	HR	455.00

# EXHIBIT A

## Event Information

### Clean Up

Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	31.00	HR	124.00
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 3 Hours	3.00	HR	65.00	HR	195.00

### Event Sales & Services

Event Coordinator	03/06/2022 11:00AM - 06:00PM	1.00	EA	51.50	HR	360.50
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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	03/06/2022 11:00AM - 05:30PM	2.00	EA	26.00	HR	338.00
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### Technology

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

Emergency Medical Services	03/06/2022 11:30AM - 05:30PM	2.00	EA	27.00	HR	324.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

**Total: 4,632.00**

### Summary

Facility Rental Total	\$9,200.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$7,532.00
Refundable Deposit	\$1,500.00

**Grand Total: \$18,232.00**

### Payment Schedule

#### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment - (25% Facility Fee)	<i>Upon Signing</i>	\$2,300.00
Second Payment	02/18/2022	\$15,932.00

**Total: \$18,232.00**

**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.

### CANS AND GLASS

Cans and/or glass bottles are not permitted on OCFEC property. All beverages in glass or can containers must be poured into disposable cups. Please contact your OCFEC Event Coordinator for details.

### 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, HSE Holdings 6 LLC dba American Consumer Show must comply with request.**

### STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. HSE Holdings 6 LLC dba American Consumer Show must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, HSE Holdings 6 LLC dba American Consumer Show must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-062-22**

REVIEWED \_\_\_\_\_

DATE **January 20, 2022**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> 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

**February 12, 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:

**\$11,594.50**

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 Lane, Apt 8B**  
**Irvine, CA 92612**

**32<sup>nd</sup> 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

<b>Event Name:</b>	The Original O.C. Swap Meet	<b>Contract No:</b>	R-062-22
<b>Contact Person:</b>	David Sesena	<b>Phone:</b>	(949) 302-0355
<b>Event Date:</b>	02/12/2022	<b>Hours:</b>	9:00 AM - 3:00 PM
<b>Admission Price:</b>	Free Admission		
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	3,500

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
Parking Lot D	02/12/2022 06:00 AM - 09:00 AM	Move In	No Charge
Parking Lot D	02/12/2022 09:00 AM - 03:00 PM	Event	2,100.00
Parking Lot D	02/12/2022 03:00 PM - 07:00 PM	Move Out	No Charge
<b>Total:</b>			<b>2,100.00</b>

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 - February 12, 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	02/04/2022 - 02/12/2022	1.00 EA	Included	Included
Picnic Table (Rectangular & Round)	Estimate 10	10.00 EA	15.00 EA	150.00
Portable Electronic Message Board	02/12/2022	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
<b>Total:</b>				<b>2,954.00</b>

## Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
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
<b>Event Day</b>				
Grounds Attendant Lead	02/12/2022 06:00AM - 04:00PM	1.00 EA	31.00 HR	310.00
Grounds Attendant	02/12/2022 06:00AM - 04:00PM	1.00 EA	26.00 HR	260.00
Janitorial Attendant	02/12/2022 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 12 Hours	12.00	HR	26.00	HR	312.00
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	02/12/2022 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*	02/12/2022 08:00AM - 03:30PM	1.00	EA	31.00	HR	232.50
Security Attendant*	02/12/2022 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	02/12/2022 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
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	300.00	EVT	300.00

**Total: 5,040.50**

### Summary

Facility Rental Total	\$2,100.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$7,994.50
Refundable Deposit	\$1,500.00

**Grand Total: \$11,594.50**

### Payment Schedule

#### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
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First Payment	Upon Signing	\$11,594.50
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**Total: \$11,594.50**

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

AGREEMENT NO. **R-063-22**

REVIEWED \_\_\_\_\_

DATE **January 20, 2022**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> 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

**February 26, 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:

**\$11,594.50**

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 Lane, Apt 8B**  
**Irvine, CA 92612**

**32<sup>nd</sup> 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

<b>Event Name:</b>	The Original O.C. Swap Meet	<b>Contract No:</b>	R-063-22
<b>Contact Person:</b>	David Sesena	<b>Phone:</b>	(949) 302-0355
<b>Event Date:</b>	02/26/2022	<b>Hours:</b>	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>
<b>Saturday</b>			
Parking Lot D	02/26/2022 06:00 AM - 09:00 AM	Move In	No Charge
Parking Lot D	02/26/2022 09:00 AM - 03:00 PM	Event	2,100.00
Parking Lot D	02/26/2022 03:00 PM - 07:00 PM	Move Out	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 - February 26, 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	02/18/2022 - 02/26/2022	1.00 WK	Included	Included
Picnic Table (Rectangular & Round)	Estimate 10	10.00 EA	15.00 EA	150.00
Portable Electronic Message Board	02/26/2022	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>
<b>Event Operations</b>				
<b>Set Up</b>				
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
<b>Event Day</b>				
Grounds Attendant Lead	02/26/2022 06:00AM - 04:00PM	1.00 EA	31.00 HR	310.00
Grounds Attendant	02/26/2022 06:00AM - 04:00PM	1.00 EA	26.00 HR	260.00
Janitorial Attendant	02/26/2022 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 12 Hours	12.00	HR	26.00	HR	312.00
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	02/26/2022 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*	02/26/2022 08:00AM - 03:30PM	1.00	EA	31.00	HR	232.50
Security Attendant*	02/26/2022 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	02/26/2022 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
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	300.00	EVT	300.00

**Total: 5,040.50**

### Summary

Facility Rental Total	\$2,100.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$7,994.50
Refundable Deposit	\$1,500.00

**Grand Total: \$11,594.50**

### Payment Schedule

#### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$11,594.50
<b>Total:</b>		<b>\$11,594.50</b>

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.