

**OC FAIR & EVENT CENTER
PLATINUM RENTAL AGREEMENTS FOR BOARD APPROVAL
APRIL 2023**

CONTRACT #	CONTRACTOR	DESCRIPTION	LOCATION	TERM	SPACE SIZE	AMOUNT
23703	Angela Ortez, Inc. dba AMO Marketing, Inc.	Vacation Time Shares	Costa Mesa	7/1/23-8/18/23	10' x 8'	\$8,050.00
23713	Aqua Paradise, Inc.	Jacuzzi Hot Tubs and Sundance Spas	Fair Square	7/1/23-8/18/23	40' x 20', 25' x 12', 30' x 20'	\$50,200.00
23732	California Deluxe Windows	Custom Windows, Doors and Exterior Life Paint	Family Fair Way	7/1/23-8/18/23	20'x10'	\$20,050.00
23710	Encore Ginal Inc.	Versha Paris: Hair Straightners, Curling Irons, Hair Extensions, Shampoo, Conditioner, Hair Care Products; JELESSI Light Therapy Skin Tools, Venofye Skin Solutions	Costa Mesa	7/1/23-8/18/23	16' x 10'; 16' x 10'; 10' x 8'	\$40,050.00
23711	Epoch Times Media Group Los Angeles, The	The Epoch Times Newspaper Subscription	Costa Mesa	7/1/23-8/18/23	10' x 8'	\$8,050.00
23715	LeafFilter North, LLC	LeafFilter Gutter Protection System	Huntington Beach	7/1/23-8/18/23	10'x10'	\$8,050.00
23716	Mattress Firm, Inc.	Mattresses: Tempur/Sealy, Purple/Intellibed, Simmons/Serta, Chattam & Wells; Bases, Frames, Linens, Pillows, Mattress and Pillow Protectors, Headboards, Infinity Massage Chairs	Costa Mesa	7/1/23-8/18/23	16'x20'; 20'x8'	\$64,050.00
23717	Oh Wow Cycles	Electric Bicycles	Country Meadows	7/1/23-8/18/23	10' x 15'	\$15,050.00
23719	Reborn Cabinets, Inc.	Kitchen & bathroom remodeling service	Costa Mesa	7/1/23-8/18/23	20' x 8'	\$16,050.00
23722	So Relax California, Inc.	Mini Chinese Acupressur Chair Massage Sessions	Santa Ana Pavilion	7/1/23-8/18/23	10' x 15'	\$15,050.00
23728	U.S. Jaclean, Inc.	Daiwa Massage Chairs	Santa Ana Pavilion	7/1/23-8/18/23	10' x 15'	\$15,050.00
23729	Vector Marketing Corporation dba Cutco Cutlery	Household Cutlery, Culinary Tools, BBQ tools/Garden tools (FP Only), Cookware, Flatware, Scissors, Sporting Knives; Kitchen Floor Mats	Costa Mesa	7/1/23-8/18/23	16'x10'	\$16,050.00
23730	Winning Ways, Inc.	Winning Ways Vacation Resorts - Lead Generating Only	Santa Ana Pavilion	7/1/23-8/18/23	10x15	\$15,050.00

REVIEWED _____
APPROVED _____

AGREEMENT NO. **23703**
DATE **April 17, 2023**

PLATINUM RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Angela Ortez, Inc. dba AMO Marketing** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CM #225** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2023 and ends on 8/18/2023 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Costa Mesa	10' x 8'	Platinum Corner	\$ 8,000.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	5/02/2023	\$ 4,025.00
Final Payment	5/25/2023	\$ 4,025.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$ 8,050.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before May 2, 2023.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

12. It is mutually agreed that this Agreement 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.
13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 16 of this Agreement.
15. 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 interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:

• Products and Services	Exhibit A
• Deal Points	Exhibit AA
• California Fair Services Authority Insurance Requirements	Exhibit B
• Standard Contract Terms and Conditions	Exhibit C
• Map of Fairgrounds Depicting Premises	Exhibit D
• Assembly Bill 1499	Exhibit F
• COVID-19 Infection Mitigation Protocol & Procedures Guidelines	Exhibit V
17. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
18. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

Angela Ortez
 Angela Ortez, Inc. dba AMO Marketing
 324 S. Beverly Drive, Suite #134
 Beverly Hills, CA 90212
 Phone (310) 721-5985
 Email amomarketinginc@gmail.com

Joan Hamill
 32nd District Agricultural Association
 OC Fair & Event Center
 88 Fair Drive
 Costa Mesa, CA 92626
 Phone (714) 708-1500
 Email jhamill@ocfair.com

 Signature

 Signature

 Title

Chief Business Development Officer
 Title

 Date

 Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival are.
6. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this Agreement.
17. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
22. 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 governments. 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.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CFSA) for review and verification of insurance requirements.
24. **By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**
25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Exhibit A

PRODUCTS AND OR SERVICES

Angela Ortez, Inc. dba AMO Marketing
Location/Space: Costa Mesa #225

Agreement No: **23703**
Date: April 17, 2023

Vacation Time Shares

Lead Generating Only



EXHIBIT AA - DEAL POINTS

AGREEMENT NO. 23703

Renter:

Angela Ortez, Inc. dba AMO Marketing

Seller's Permit Number: NA

Taxpayer ID Number: 46-1186724

324 S. Beverly Drive, #1134

Beverly Hills, CA 90212

(310) 721-5985

Angela Ortez, Owner

Space Description/Designation:

Costa Mesa – CM #225 (10' x 8') – See Exhibit D for map location

Space Fee:

\$8,000

Term: July 1, 2023 – August 18, 2023 by 12:00 PM Noon

Renter agrees that space(s) shall be used only for the purpose as follows:

Vacation Time Shares (Lead Generation Only)

Renter Agrees:

1. To be a Platinum Partner from July 14, 2023 – August 13, 2023 at the 2023 annual OC Fair.
2. To provide payment in the sum of EIGHT THOUSAND DOLLARS (\$8,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 25, 2023.
3. To gain pre-approval from the District for use of 2023 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 22, 2023.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote Angela Ortez, Inc. dba AMO Marketing outside of designated space(s).
 - i. To provide lead generation only for the following services/products at the location(s) indicated below.
 1. Vacation Time Shares (product/service); CM #225 (location)
 - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
 - c. All working staff accessing the 2023 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 16, 2023. Credentials to be obtained prior to the start of the 2023 OC Fair.

- d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday, Thursday and Sunday of the 2023 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday and Saturday of the 2023 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the District prior to, during and following the 2023 OC Fair.

District (OC Fair) Agrees:

1. To provide 80 square feet of space located in Costa Mesa (CM #225).
2. To provide ten (10) 2023 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) 2023 OC Fair Working Credentials per booth for working staff (46 total working credentials).
4. To provide ten (10) 2023 OC Fair ("offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2023 OC Fair Vendor Lot Parking Hang Tag.
6. To provide one hundred (100) 2023 OC Fair General Admission Tickets (To be used for business development purposes).
7. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) CM #225; decal to be designed, produced and installed by the District staff – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth(s) CM #225; signage to be designed, produced and installed by the District staff – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection for one device or internet hard line for staff use at booth(s) CM #225. Wi-Fi and internet access may have limited availability due to location of booth; not available at all Platinum Partner booth locations. Speed for either connection is approximately 4 mb.
11. To provide link to Renter website on applicable section of the 2023 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 5, 2023 for inclusion.
12. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2023 OC Fair website.
13. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2023 OC Fair. Content must be received by Monday, June 5, 2023 for inclusion.

Angela Ortez, Inc. dba AMO Marketing
324 S. Beverly Drive, #1134
Beverly Hills, CA 90212

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

Angela Ortez, Owner

Joan Hamill, Chief Business Development Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23713
DATE March 29, 2023

PLATINUM RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Aqua Paradise, Inc.** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **FS #1, FS #1A, FS #2** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2023 and ends on 8/18/2023 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Fair Square	40' x 20'	Platinum Space	\$23,600.00
Fair Square	25' x 12'	Platinum Space	\$ 8,850.00
Fair Square	30' x 20'	Platinum Space	\$17,700.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/25/2023	\$25,100.00
Final Payment	5/25/2023	\$25,100.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$50,200.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before April 25, 2023.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

12. It is mutually agreed that this Agreement 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.
13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.
15. 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 interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:

• Products and Services	Exhibit A
• Deal Points	Exhibit AA
• California Fair Services Authority Insurance Requirements	Exhibit B
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• COVID-19 Infection Mitigation Protocol & Procedures Guidelines	Exhibit V
17. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
18. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

Jay Gavin
 Aqua Paradise, Inc.
 6992 El Camino Real
 Carlsbad, CA 92009
 Phone (760) 431-7727
 Email jay@aquaparadiseca.com

Michele Richards
 32nd District Agricultural Association
 OC Fair & Event Center
 88 Fair Drive
 Costa Mesa, CA 92626
 Phone (714) 708-1500
 Email mrichards@ocfair.com

 Signature

 Signature

 Title

General Manager and CEO

 Title

 Date

 Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival are.
6. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this Agreement.
17. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
22. 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 governments. 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.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CFSA) for review and verification of insurance requirements.
24. **By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**
25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Exhibit A

PRODUCTS AND OR SERVICES

Aqua Paradise, Inc.

Location/Space: Fair Square #1, Fair Square #1A, Fair Square #2

Agreement No: **23713**

Date: March 29, 2023

Jacuzzi® Hot Tubs

Sundance® Spas



EXHIBIT AA - DEAL POINTS

AGREEMENT NO. 23713

Renter:

Aqua Paradise, Inc.

Seller's Permit Number: 101-597415

Taxpayer ID Number: 88-3741790

6992 El Camino Real

Carlsbad, CA 92009

(760) 431-7727

Jay Gavin, Owner

Space Description/Designation:

Fair Square – FS #1 (40' x 20') – See Exhibit D for map location

Fair Square – FS #1A (25' x 12') – See Exhibit D for map location

Fair Square – FS #2 (30' x 20') – See Exhibit D for map location

Space Fee:

\$50,150

Term: July 1, 2023 – August 18, 2023 by 12:00 PM Noon

Renter agrees that space(s) shall be used only for the purpose as follows:

Jacuzzi® Hot Tubs and Sundance® Spas

Renter Agrees:

1. To be a Platinum Partner from July 14, 2023 – August 13, 2023 at the 2023 annual OC Fair.
2. To provide payment in the sum of FIFTY THOUSAND ONE HUNDRED FIFTY DOLLARS (\$50,150.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 25, 2023.
3. To gain pre-approval from the District for use of 2023 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 22, 2023.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote Aqua Paradise, Inc. outside of designated space(s).
 - i. To only sell the following services/products at the location(s) indicated below.
 1. Jacuzzi® Hot Tubs and Sundance® Spas (product/service); FS #1; FS #1A; FS #2 (location)
 - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
 - c. All working staff accessing the 2023 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 16, 2023. Credentials to be obtained prior to the start of the 2023 OC Fair.

- d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday, Thursday and Sunday of the 2023 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday and Saturday of the 2023 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the District prior to, during and following the 2023 OC Fair.

District (OC Fair) Agrees:

1. To provide 1,700 square feet of space located in Fair Square (FS #1; FS #1A; FS #2).
2. To provide:
 - a. One (1) 40'x 20', one (1) 25'x 10' and one (1) 30'x 20' or equivalent square foot canopies for the space(s) located in Fair Square (FS #1; FS #1A; FS #2).
3. To provide ten (10) 2023 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
4. To provide forty-six (46) 2023 OC Fair Working Credentials per booth for working staff (46 total working credentials).
5. To provide ten (10) 2023 OC Fair ("offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
6. To provide one (1) 2023 OC Fair Vendor Lot Parking Hang Tag.
7. To provide one hundred (100) 2023 OC Fair General Admission Tickets (To be used for business development purposes).
8. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
9. To provide link to Renter website on applicable section of the 2023 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 5, 2023 for inclusion.
10. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2023 OC Fair website.
11. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2023 OC Fair. Content must be received by Monday, June 5, 2023 for inclusion.

Aqua Paradise, Inc.
6992 El Camino Real
Carlsbad, CA 92009

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

Jay Gavin, Owner

Michele Richards, General Manager and CEO

REVIEWED _____
APPROVED _____

AGREEMENT NO. **23732**
DATE **April 17, 2023**

PLATINUM RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **California Deluxe Windows** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **FFW #9** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2023 and ends on 8/18/2023 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Family Fair Way	20' x 10'	Platinum Space	\$20,000.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	5/02/2023	\$10,025.00
Final Payment	5/25/2023	\$10,025.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$20,050.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before May 25, 2023.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.
12. It is mutually agreed that this Agreement 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.

13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 16 of this Agreement.
15. 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 interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
 - Products and Services Exhibit A
 - Deal Points Exhibit AA
 - California Fair Services Authority Insurance Requirements Exhibit B
 - Standard Contract Terms and Conditions Exhibit C
 - Map of Fairgrounds Depicting Premises Exhibit D
 - Assembly Bill 1499 Exhibit F
 - COVID-19 Infection Mitigation Protocol & Procedures Guidelines Exhibit V
17. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
18. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

Daniel Alcalde
California Deluxe Windows
20735 Superior Street
Chatsworth, CA 91311
Phone (818) 349-5566
Email daniel@cdwindows.com

Joan Hamill
32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626
Phone (714) 708-1500
Email jhamill@ocfair.com

Signature

Signature

Title

Chief Business Development Officer
Title

Date

Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
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6. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
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13. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this Agreement.
17. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
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20. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
22. 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 governments. 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.
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25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

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Exhibit A

PRODUCTS AND OR SERVICES

California Deluxe Windows

Location/Space: Family Fair Way #9

Agreement No: **23732**

Date: April 17, 2023

Custom Windows

Custom Doors

Exterior Life Paint

Lead Generating Only



EXHIBIT AA - DEAL POINTS

AGREEMENT NO. 23732

Renter:

California Deluxe Windows

Seller's Permit Number: 101-295812

Taxpayer ID Number: TBD

20735 Superior Street

Chatsworth, CA 91311

(818) 349-5566

Daniel Alcalde, Accounting Department

Space Description/Designation:

Family Fair Way – FFW #9 (10' x 20') – See Exhibit D for map location

Space Fee:

\$20,000

Term: July 1, 2023 – August 18, 2023 by 12:00 PM Noon

Renter agrees that space(s) shall be used only for the purpose as follows:

Custom Windows, Custom Doors and Exterior Life Paint

Renter Agrees:

1. To be a Platinum Partner from July 14, 2023 – August 13, 2023 at the 2023 annual OC Fair.
2. To provide payment in the sum of TWENTY THOUSAND DOLLARS (\$20,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 25, 2023.
3. To gain pre-approval from the District for use of 2023 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 22, 2023.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote California Deluxe Windows outside of designated space(s).
 - i. To only sell the following services/products at the location(s) indicated below.
 1. Custom Windows, Custom Doors and Exterior Life Paint (product/service); FFW #9 (location)
 - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
 - c. All working staff accessing the 2023 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 16, 2023. Credentials to be obtained prior to the start of the 2023 OC Fair.

- d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 11:00 PM on each day of the 2023 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the District prior to, during and following the 2023 OC Fair.

District (OC Fair) Agrees:

1. To provide 200 square feet of space located on Family Fair Way (FFW #9).
2. To provide one (1) 10' x 20' square foot canopy for the space located on Family Fair Way (FFW #9).
3. To provide ten (10) 2023 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
4. To provide forty-six (46) 2023 OC Fair Working Credentials per booth for working staff (46 total working credentials).
5. To provide ten (10) 2023 OC Fair ("offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
6. To provide one (1) 2023 OC Fair Vendor Lot Parking Hang Tag.
7. To provide one hundred (100) 2023 OC Fair General Admission Tickets (To be used for business development purposes).
8. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
9. To provide link to Renter website on applicable section of the 2023 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 5, 2023 for inclusion.
10. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2023 OC Fair website.
11. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2023 OC Fair. Content must be received by Monday, June 5, 2023 for inclusion.

California Deluxe Windows
20735 Superior Street
Chatsworth, CA 91311

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

Daniel Alcalde, Accounting Department

Joan Hamill, Chief Business Development Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. **23710**
DATE **March 29, 2023**

PLATINUM RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Encore Ginal, Inc.** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CM #408, #508; CM #316; CM #608, #708** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2023 and ends on 8/18/2023 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Costa Mesa	16' x 10'	Platinum Corner	\$16,000.00
Costa Mesa	16' x 10'	Platinum Corner	\$16,000.00
Costa Mesa	10' x 8'	Platinum Corner	\$ 8,000.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/25/2023	\$20,025.00
Final Payment	5/25/2023	\$20,025.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: <u>\$40,050.00</u>

7. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before April 25, 2023.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

12. It is mutually agreed that this Agreement 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.
13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.
15. 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 interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:

• Products and Services	Exhibit A
• Deal Points	Exhibit AA
• California Fair Services Authority Insurance Requirements	Exhibit B
• Standard Contract Terms and Conditions	Exhibit C
• Map of Fairgrounds Depicting Premises	Exhibit D
• Assembly Bill 1499	Exhibit F
• COVID-19 Infection Mitigation Protocol & Procedures Guidelines	Exhibit V
17. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
18. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

Gino Erkan Tantekin
Encore Ginal, Inc.
46 Snowdrop Tree
Irvine, CA 92606
Phone (949) 293-0895
Email gino@ginalli.com

Joan Hamill
32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626
Phone (714) 708-1500
Email jhamill@ocfair.com

Signature

Signature

Title

Chief Business Development Officer
Title

Date

Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival are.
6. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this Agreement.
17. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
22. 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 governments. 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.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CFSA) for review and verification of insurance requirements.
24. **By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**
25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Exhibit A

PRODUCTS AND OR SERVICES

Encore Ginal, Inc.

Agreement No: **23710**

Date: March 29, 2023

Location/Space: Costa Mesa #408, #508;
Costa Mesa #316

Versha Paris:

Hair Straighteners
Curling Irons
Hair Extensions
Shampoo
Conditioner

Location/Space: Costa Mesa #608, #708;

Elevare LED Light Therapy Skin Tools
D'OR24K® Skincare Solutions
Spacetouch LED Luna Body Device
Celestolite® Masks, Eye Serum and Moisturizer Creams



EXHIBIT AA - DEAL POINTS

AGREEMENT NO. 23710

Renter:

Encore Ginal, Inc.

Seller's Permit Number: TBD

Taxpayer ID Number: 45-3688096

46 Snowdrop Tree

Irvine, CA 92606

(949) 293-0895

Gino Erkan Tantekin, Owner

Space Description/Designation:

Costa Mesa – CM #408, #508 (16' x 10') – See Exhibit D for map location

Costa Mesa – CM #316 (10' x 8') – See Exhibit D for map location

Costa Mesa – CM #608, #708 (16' x 10') - See Exhibit D for map location

Space Fee:

\$40,000

Term: July 1, 2023 – August 18, 2023 by 12:00 PM Noon

Renter agrees that space(s) shall be used only for the purpose as follows:

Versha Paris: Hair Straighteners, Curling Irons, Hair Extensions, Shampoo, Conditioner; Elevare LED Light Therapy Skin Tools, D'OR24K® Skin Care Solutions, Spacetouch LED Luna Body Device, Celestolite®: Masks, Eye Serum, Moisturizer Creams.

Renter Agrees:

1. To be a Platinum Partner from July 14, 2023 – August 13, 2023 at the 2023 annual OC Fair.
2. To provide payment in the sum of FORTY THOUSAND DOLLARS (\$40,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 25, 2023.
3. To gain pre-approval from the District for use of 2023 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 22, 2023.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote Encore Ginal, Inc. outside of designated space(s).
 - i. To only sell the following services/products at the location(s) indicated below.
 1. Versha Paris: Hair Straighteners, Curling Irons, Hair Extensions, Shampoo, Conditioner (product/service); CM #408, #508; CM #316 (location)
 2. Elevare LED Light Therapy Skin Tools, D'OR24K® Skin Care Solutions, Spacetouch LED Luna Body Device, Celestolite®: Masks, Eye Serum, Moisturizer Creams (product/service); CM #608, #708 (location)
 - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.

- c. All working staff accessing the 2023 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 16, 2023. Credentials to be obtained prior to the start of the 2023 OC Fair.
- d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday, Thursday and Sunday of the 2023 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday and Saturday of the 2023 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the District prior to, during and following the 2023 OC Fair.

District (OC Fair) Agrees:

1. To provide 160 square feet of space located in Costa Mesa (CM #408, #508)
2. To provide 80 square feet of space located in Costa Mesa (CM #316).
3. To provide 160 square feet of space located in Costa Mesa (CM #608, #708).
4. To provide ten (10) 2023 OC Fair Working Vendor Badges per booth for working staff (30 total photo credentials).
5. To provide forty-six (46) 2023 OC Fair Working Credentials per booth for working staff (138 total working credentials).
6. To provide ten (10) 2023 OC Fair ("offsite") Parking Hang Tags per booth for working staff (30 total hang tags).
7. To provide one (1) 2023 OC Fair Vendor Lot Parking Hang Tag.
8. To provide one hundred (100) 2023 OC Fair General Admission Tickets (To be used for business development purposes).
9. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
10. To provide one (1) 36" round, branded floor decal to display in front of booth(s) CM #408, #508; CM #316; CM #608, #708 to be designed, produced and installed by the District staff – logo to be provided by Renter.
11. To provide one (1) 4'x2' branded sign to display over booth(s) CM #408, #508; CM #316; CM #608, #708; signage to be designed, produced and installed by the District staff – logo to be provided by Renter.
12. To provide access to one (1) complimentary Wi-Fi connection for one device or internet hard line for staff use at booth(s) CM #408, #508; CM #316; CM #608, #708. Wi-Fi and internet access may have limited availability due to location of booth; not available at all Platinum Partner booth locations. Speed for either connection is approximately 4 mb.
13. To provide link to Renter website on applicable section of the 2023 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 5, 2023 for inclusion.
14. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2023 OC Fair website.
15. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2023 OC Fair. Content must be received by Monday, June 5, 2023 for inclusion.

Encore Ginal, Inc.
46 Snowdrop Tree
Irvine, CA 92606

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

Gino Erkan Tantekin, Owner

Joan Hamill, Chief Business Development Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23711
DATE April 10, 2023

PLATINUM RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **The Epoch Times Media Group Los Angeles** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CM #216** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2023 and ends on 8/18/2023 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Costa Mesa	10' x 8'	Platinum Corner	\$8,000.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/25/2023	\$ 4,025.00
Final Payment	5/25/2023	\$ 4,025.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$ 8,050.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before April 25, 2023.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.
12. It is mutually agreed that this Agreement 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.

13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 16 of this Agreement.
15. 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 interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
- Products and Services Exhibit A
 - Deal Points Exhibit AA
 - California Fair Services Authority Insurance Requirements Exhibit B
 - Standard Contract Terms and Conditions Exhibit C
 - Map of Fairgrounds Depicting Premises Exhibit D
 - Assembly Bill 1499 Exhibit F
 - COVID-19 Infection Mitigation Protocol & Procedures Guidelines Exhibit V
17. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
18. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

Alex Lee
The Epoch Times Media Group Los Angeles
10962 Main Street, Suite #101
El Monte, CA 91731
Phone (858) 210-1616
Email christy.lee@epochtimes.com

Joan Hamill
32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626
Phone (714) 708-1500
Email jhamill@ocfair.com

Signature

Signature

Title

Chief Business Development Officer
Title

Date

Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival are.
6. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this Agreement.
17. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
22. 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 governments. 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.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CFSA) for review and verification of insurance requirements.
24. **By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**
25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Exhibit A

PRODUCTS AND OR SERVICES

The Epoch Times Media Group Los Angeles

Location/Space: Costa Mesa #216

Agreement No: **23711**

Date: April 10, 2023

The Epoch Times® Print and Online Newspaper Subscriptions

The Epoch Times® Magazine

Mugs

Hats



EXHIBIT AA - DEAL POINTS

AGREEMENT NO. 23711

Renter:

The Epoch Times Media Group Los Angeles

Seller's Permit Number: 264-486656

Taxpayer ID Number: 20-3196533

10962 Main Street, Suite #101

El Monte, CA 91731

(858) 210-1616

Alex Lee, Partner Representative

Space Description/Designation:

Costa Mesa – CM #216 (10' x 8') – See Exhibit D for map location

Space Fee:

\$8,000

Term: July 14, 2023 – August 13, 2023

Renter agrees that space(s) shall be used only for the purpose as follows:

The Epoch Times Print and Online Newspaper Subscriptions, Epoch Times Magazine, Mugs, Hats

Renter Agrees:

1. To be a Platinum Partner from July 14, 2023 – August 13, 2023 at the 2023 annual OC Fair.
2. To provide payment in the sum of EIGHT THOUSAND DOLLARS (\$8,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 25, 2023.
3. To gain pre-approval from the District for use of 2023 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 22, 2023.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote The Epoch Times Media Group Los Angeles outside of designated space(s).
 - i. To only sell the following services/products at the location(s) indicated below.
 1. The Epoch Times Print and Online Newspaper Subscriptions, Epoch Times Magazine, Mugs, Hats (product/service); CM #216 (location)
 - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
 - c. All working staff accessing the 2023 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 16, 2023. Credentials to be obtained prior to the start of the 2023 OC Fair.

- d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday, Thursday and Sunday of the 2023 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday and Saturday of the 2023 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the District prior to, during and following the 2023 OC Fair.

District (OC Fair) Agrees:

1. To provide 80 square feet of space located in Costa Mesa (CM #216).
2. To provide ten (10) 2023 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) 2023 OC Fair Working Credentials per booth for working staff (46 total working credentials).
4. To provide ten (10) 2023 OC Fair ("offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2023 OC Fair Vendor Lot Parking Hang Tag.
6. To provide one hundred (100) 2023 OC Fair General Admission Tickets (To be used for business development purposes).
7. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) CM #216; decal to be designed, produced and installed by the District staff – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth(s) CM #216; signage to be designed, produced and installed by the District staff – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection for one device or internet hard line for staff use at booth(s) CM #216. Wi-Fi and internet access may have limited availability due to location of booth; not available at all Platinum Partner booth locations. Speed for either connection is approximately 4 mb.
11. To provide link to Renter website on applicable section of the 2023 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 5, 2023 for inclusion.
12. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2023 OC Fair website.
13. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2023 OC Fair. Content must be received by Monday, June 5, 2023 for inclusion.

The Epoch Times Media Group Los Angeles
10962 Main Street, Suite #101
El Monte, CA 91731

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

Alex Lee, Partner Representative

Joan Hamill, Chief Business Development Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23715
DATE April 10, 2023

PLATINUM RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **LeafFilter North, LLC** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CM #626** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2023 and ends on 8/18/2023 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Costa Mesa	10' x 8'	Platinum Corner	\$ 8,000.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/25/2023	\$ 4,025.00
Final Payment	5/25/2023	\$ 4,025.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$ 8,050.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before April 25, 2023.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.
12. It is mutually agreed that this Agreement 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.

13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 16 of this Agreement.
15. 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 interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
- Products and Services Exhibit A
 - Deal Points Exhibit AA
 - California Fair Services Authority Insurance Requirements Exhibit B
 - Standard Contract Terms and Conditions Exhibit C
 - Map of Fairgrounds Depicting Premises Exhibit D
 - Assembly Bill 1499 Exhibit F
 - COVID-19 Infection Mitigation Protocol & Procedures Guidelines Exhibit V
17. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
18. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

Justin Lowry
LeafFilter North, LLC
1595 Georgetown Road
Hudson, OH 44236
Phone (800) 726-7703
Email events@leaffilter.com

Joan Hamill
32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626
Phone (714) 708-1500
Email jhamill@ocfair.com

Signature

Signature

Title

Chief Business Development Officer
Title

Date

Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival are.
6. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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13. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this Agreement.
17. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
22. 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 governments. 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.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CFSA) for review and verification of insurance requirements.
24. **By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**
25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

Executive Order N-6-22 – Russia Sanctions

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Exhibit A

PRODUCTS AND OR SERVICES

LeafFilter North, LLC

Location/Space: Costa Mesa #626

Agreement No: **23715**

Date: April 10, 2023

LeafFilter Gutter Protection

Lead Generating Only



EXHIBIT AA - DEAL POINTS

AGREEMENT NO. 23715

Renter:

LeafFilter North, LLC

Seller's Permit Number: N/A

Taxpayer ID Number: 26-4198045

1595 Georgetown Road

Hudson, OH 44236

(800) 726-7703

Justin Lowry, Event Coordinator

Space Description/Designation:

Costa Mesa – CM #626 (10' x 8') – See Exhibit D for map location

Space Fee:

\$8,000

Term: July 1, 2023 – August 18, 2023 by 12:00 PM Noon

Renter agrees that space(s) shall be used only for the purpose as follows:

LeafFilter Gutter Protection (Lead Generation Only)

Renter Agrees:

1. To be a Platinum Partner from July 14, 2023 – August 13, 2023 at the 2023 annual OC Fair.
2. To provide payment in the sum of EIGHT THOUSAND DOLLARS (\$8,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 25, 2023.
3. To gain pre-approval from the District for use of 2023 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 22, 2023.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote LeafFilter North, LLC outside of designated space(s).
 - i. To provide lead generation only for the following services/products at the location(s) indicated below.
 1. LeafFilter Gutter Protection (product/service); CM #626 (location)
 - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
 - c. All working staff accessing the 2023 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 16, 2023. Credentials to be obtained prior to the start of the 2023 OC Fair.

- d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday, Thursday and Sunday of the 2023 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday and Saturday of the 2023 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the District prior to, during and following the 2023 OC Fair.

District (OC Fair) Agrees:

1. To provide 80 square feet of space located in Costa Mesa (CM #626).
2. To provide ten (10) 2023 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
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7. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) CM #626; decal to be designed, produced and installed by the District staff – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth(s) CM #626; signage to be designed, produced and installed by the District staff – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection for one device or internet hard line for staff use at booth(s) CM #626. Wi-Fi and internet access may have limited availability due to location of booth; not available at all Platinum Partner booth locations. Speed for either connection is approximately 4 mb.
11. To provide link to Renter website on applicable section of the 2023 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 5, 2023 for inclusion.
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13. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2023 OC Fair. Content must be received by Monday, June 5, 2023 for inclusion.

LeafFilter North, LLC
1595 Georgetown Road
Hudson, OH 44236

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

Justin Lowry, Event Coordinator

Joan Hamill, Chief Business Development Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23716
DATE March 16, 2023

PLATINUM RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Mattress Firm, Inc.** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CM #401, #402, #501, #502; CM #301, #302; CM #424, #524** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2023 and ends on 8/18/2023 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Costa Mesa	16' x 20'	Platinum Corner	\$32,000.00
Costa Mesa	20' x 8'	Platinum Corner	\$16,000.00
Costa Mesa	16' x 10'	Platinum Corner	\$16,000.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/25/2023	\$32,025.00
Final Payment	5/25/2023	\$32,025.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$ 64,050.00

7. **Signed Rental Agreement First Payment and Certificate of Insurance are due on or before April 25, 2023.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

12. It is mutually agreed that this Agreement 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.
13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.
15. 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 interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:

• Products and Services	Exhibit A
• Deal Points	Exhibit AA
• California Fair Services Authority Insurance Requirements	Exhibit B
• Standard Contract Terms and Conditions	Exhibit C
• Map of Fairgrounds Depicting Premises	Exhibit D
• Assembly Bill 1499	Exhibit F
• COVID-19 Infection Mitigation Protocol & Procedures Guidelines	Exhibit V
17. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement. *If due to a Force Majeure event, Contractor does not receive all the benefits provided for in the agreement, the District will provide with a reasonable and mutually agreed upon per day equivalent make good or pro-rata refund of the Fee paid.*
18. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

Joe Sabino
Mattress Firm, Inc.
10201 S. Main Street
Houston, TX 77025
Phone (831) 252-0773
Email christine.thompson@mfrm.com

Michele Richards
32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626
Phone (714) 708-1500
Email mrichards@ocfair.com

 Signature

 Signature

 Title

General Manager and CEO

 Title

 Date

 Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival are.
6. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this Agreement.
17. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
22. 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 governments. 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.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CFSA) for review and verification of insurance requirements.
24. **By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**
25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Exhibit A

PRODUCTS AND OR SERVICES

Mattress Firm, Inc.

Location/Space: Costa Mesa #401, #402, #501, #502

Agreement No: **23716**

Date: March 16, 2023

Mattresses:

Tempur/Sealy
Simmons/Serta
Purple/Intellibed,
Chattam & Wells
KingCoil
Kingsdown

Bases
Frames
Linens
Pillows
Mattress and Pillow Protectors
Headboards

Location/Space: Costa Mesa #301, #302
Costa Mesa #424, #524

Massage Chairs:

Infinity



EXHIBIT AA - DEAL POINTS

AGREEMENT NO. 23716

Renter:

Mattress Firm, Inc.

Seller's Permit Number: 103-005325

Taxpayer ID Number: 76-0596008

10201 S. Main Street

Houston, TX 77025

(831) 252-0773

Joe Sabino- VP of Omni Channel Sales

Space Description/Designation:

Costa Mesa – CM #401, #402, #501, #502 (16'x 20') – See Exhibit D for map location

Costa Mesa – CM #301, #302 (20'x 8') – See Exhibit D for map location

Costa Mesa – CM #424, #524 (16'x 10') – See Exhibit D for map location

Space Fee:

\$64,000

Term: July 1, 2023 – August 18, 2023 by 12:00 PM Noon

Renter agrees that space(s) shall be used only for the purpose as follows:

Mattresses (Tempur/Sealy, Simmons/Serta, Purple/Intellibed, Chattam & Wells, KingCoil, Kingsdown),
Bases, Frames, Linens, Pillows, Mattress and Pillow Protectors, Headboards, Infinity Massage Chairs

Renter Agrees:

1. To be a Platinum Partner from July 14, 2023 – August 13, 2023 at the 2023 annual OC Fair.
2. To provide payment in the sum of SIXTY FOUR THOUSAND DOLLARS (\$64,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 25, 2023.
3. To gain pre-approval from the District for use of 2023 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 22, 2023.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote Mattress Firm, Inc. outside of designated space(s).
 - i. To only sell the following services/products at the location(s) indicated below.
 1. Mattresses (Tempur/Sealy, Simmons/Serta, Purple/Intellibed, Chattam & Wells, KingCoil, Kingsdown), Bases, Frames, Linens, Pillows, Mattress and Pillow Protectors, Headboards (product/service); CM #401, #402, #501,502 (location)
 2. Infinity Massage Chairs (product/service); CM #301, #302 (location)
 3. Infinity Massage Chairs (product/service); CM #424, #524 (location)
 - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.

- c. All working staff accessing the 2023 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 16, 2023. Credentials to be obtained prior to the start of the 2023 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday, Thursday and Sunday of the 2023 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday and Saturday of the 2023 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
 9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the District prior to, during and following the 2023 OC Fair.

District (OC Fair) Agrees:

1. To provide 320 square feet of space located in Costa Mesa (CM #401, #402, #501, #502).
2. To provide 160 square feet of space located in Costa Mesa (CM #301, #302).
3. To provide 160 square feet of space located in Costa Mesa (CM #424, #524).
4. To provide ten (10) 2023 OC Fair Working Vendor Badges per booth for working staff (30 total photo credentials).
5. To provide forty-six (46) 2023 OC Fair Working Credentials per booth for working staff (138 total working credentials).
6. To provide ten (10) 2023 OC Fair ("offsite") Parking Hang Tags per booth for working staff (30 total hang tags).
7. To provide one (1) 2023 OC Fair Vendor Lot Parking Hang Tag.
8. To provide one hundred (100) 2023 OC Fair General Admission Tickets (To be used for business development purposes).
9. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
10. To provide one (1) 36" round, branded floor decal to display in front of booth(s) CM #401, #402, #501, #502; CM #301, #302; CM #424, #524; decal to be designed, produced and installed by the District staff – logo to be provided by Renter.
11. To provide one (1) 4'x2' branded sign to display over booth(s) CM #401, #402, #501, #502; CM #301, #302; CM #424, #524; signage to be designed, produced and installed by the District staff – logo to be provided by Renter.
12. To provide access to one (1) complimentary Wi-Fi connection for one device or internet hard line for staff use at booth(s) CM #401, #402, #501, #502; CM #301, #302; CM #424, #524. Wi-Fi and internet access may have limited availability due to location of booth; not available at all Platinum Partner booth locations. Speed for either connection is approximately 4 mb.
13. To provide link to Renter website on applicable section of the 2023 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 5, 2023 for inclusion.
14. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2023 OC Fair website.
15. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2023 OC Fair. Content must be received by Monday, June 5, 2023 for inclusion.

Mattress Firm, Inc.
10201 S. Main Street
Houston, TX 77025

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

REVIEWED _____
APPROVED _____

AGREEMENT NO. **23717**
DATE **April 17, 2023**

PLATINUM RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Oh Wow Cycles** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CM #1A** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2023 and ends on 8/18/2023 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Country Meadows	15' x 10'	Platinum Space	\$ 15,000.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	5/02/2023	\$ 7,525.00
Final Payment	5/25/2023	\$ 7,525.00
*Payments postmarked after the due date will be subject to a late fee of \$100		
	Total:	\$15,050.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before May 2, 2023.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.
12. It is mutually agreed that this Agreement 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.

13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 16 of this Agreement.
15. 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 interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
 - Products and Services Exhibit A
 - Deal Points Exhibit AA
 - California Fair Services Authority Insurance Requirements Exhibit B
 - Standard Contract Terms and Conditions Exhibit C
 - Map of Fairgrounds Depicting Premises Exhibit D
 - Assembly Bill 1499 Exhibit F
 - COVID-19 Infection Mitigation Protocol & Procedures Guidelines Exhibit V
17. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
18. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

Ash Soliman
Oh Wow Cycles
9901 Paramount Boulevard, #110
Downey, CA 90240
Phone (213) 693-2453
Email ash@ohwowbikes.com

Joan Hamill
32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626
Phone (714) 708-1500
Email jhamill@ocfair.com

Signature

Signature

Title

Chief Business Development Officer
Title

Date

Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival are.
6. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this Agreement.
17. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
22. 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 governments. 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.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CFSA) for review and verification of insurance requirements.
24. **By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**
25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Exhibit A

PRODUCTS AND OR SERVICES

Oh Wow Cycles

Location/Space: Country Meadows #1A

Agreement No: **23717**

Date: April 17, 2023

Electric Bicycles



EXHIBIT AA - DEAL POINTS

AGREEMENT NO. 23717

Renter:

Oh Wow Cycles

Seller's Permit Number: 249-313344

Taxpayer ID Number: 853969159

9901 Paramount Boulevard, #110

Downey CA 90240

(213) 693-2453

Ash Soliman, Owner

Space Description/Designation:

Country Meadows - CM #1A (15' x 10') - See Exhibit D for map location

Space Fee:

\$15,000

Term: July 1, 2023 – August 18, 2023 by 12:00 PM Noon

Renter agrees that space(s) shall be used only for the purpose as follows:

Electric Bicycles

Renter Agrees:

1. To be a Platinum Partner from July 14, 2023 – August 13, 2023 at the 2023 annual OC Fair.
2. To provide payment in the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 25, 2023.
3. To gain pre-approval from the District for use of 2023 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 22, 2023.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote Oh Wow Cycles outside of designated space(s).
 - i. To only sell the following services/products at the location(s) indicated below.
 1. Electric Bicycles (product/service); CM #1A (location)
 - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
 - c. All working staff accessing the 2023 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 16, 2023. Credentials to be obtained prior to the start of the 2023 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 11:00 PM on each day of the 2023 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).

7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the District prior to, during and following the 2023 OC Fair.

District (OC Fair) Agrees:

1. To provide 150 square feet of space located in Country Meadows (CM #1A).
2. To provide One (1) 15'x 10' square foot canopy for space located in Country Meadows (CM #1A).
3. To provide ten (10) 2023 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
4. To provide forty-six (46) 2023 OC Fair Working Credentials per booth for working staff (46 total working credentials).
5. To provide ten (10) 2023 OC Fair ("offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
6. To provide one (1) 2023 OC Fair Vendor Lot Parking Hang Tag.
7. To provide one hundred (100) 2023 OC Fair General Admission Tickets (To be used for business development purposes).
8. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
9. To provide link to Renter website on applicable section of the 2023 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 5, 2023 for inclusion.
10. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2023 OC Fair website.
11. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2023 OC Fair. Content must be received by Monday, June 5, 2023 for inclusion.

Oh Wow Cycles
9901 Paramount Boulevard, #110
Downey CA 90240

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

Ash Soliman, Owner

Joan Hamill, Chief Business Development Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. **23719**
DATE **April 17, 2023**

PLATINUM RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Reborn Cabinets, Inc.** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CM #601, #602** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2023 and ends on 8/18/2023 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Costa Mesa	20' x 8'	Platinum Corner	\$16,000.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	5/02/2023	\$8,025.00
Final Payment	5/25/2023	\$8,025.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$16,050.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before May 2, 2023.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.
12. It is mutually agreed that this Agreement 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.

13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 16 of this Agreement.
15. 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 interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
- Products and Services Exhibit A
 - Deal Points Exhibit AA
 - California Fair Services Authority Insurance Requirements Exhibit B
 - Standard Contract Terms and Conditions Exhibit C
 - Map of Fairgrounds Depicting Premises Exhibit D
 - Assembly Bill 1499 Exhibit F
 - COVID-19 Infection Mitigation Protocol & Procedures Guidelines Exhibit V
17. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
18. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

Angel Valle
Reborn Cabinets, Inc.
5515 La Palma Avenue
Anaheim, CA 92807
Phone (213) 547-9520
Email avalle@reborncabinets.com

Joan Hamill
32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626
Phone (714) 708-1500
Email jhamill@ocfair.com

Signature

Signature

Title

Chief Business Development Officer
Title

Date

Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival are.
6. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this Agreement.
17. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
22. 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 governments. 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.
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25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Exhibit A

PRODUCTS AND OR SERVICES

Reborn Cabinets, Inc.

Location/Space: Costa Mesa #601, #602

Agreement No: **23719**

Date: April 17, 2023

Kitchen and Bath Remodeling Service

Lead Generating Only



EXHIBIT AA - DEAL POINTS

AGREEMENT NO. 23719

Renter:

Reborn Cabinets, Inc.

Seller's Permit Number: NA

Taxpayer ID Number: 95-3855709

5515 E. La Palma Avenue

Anaheim, CA 92807

(213) 547-9520

Angel Valle, Field Marketing Manager

Space Description/Designation:

Costa Mesa – CM #601, #602 (20' x 8') – See Exhibit D for map location

Space Fee:

\$16,000

Term: July 1, 2023 – August 18, 2023 by 12:00 PM Noon

Renter agrees that space(s) shall be used only for the purpose as follows:

Kitchen and Bath Remodeling Service (Lead Generation Only)

Renter Agrees:

1. To be a Platinum Partner from July 14, 2023 – August 13, 2023 at the 2023 annual OC Fair.
2. To provide payment in the sum of SIXTEEN THOUSAND DOLLARS (\$16,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 25, 2023.
3. To gain pre-approval from the District for use of 2023 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 22, 2023.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote Reborn Cabinets, Inc. outside of designated space(s).
 - i. To provide lead generation only for the following services/products at the location(s) indicated below
 1. Kitchen and Bath Remodeling Service (product/service); CM #601, #602 (location)
 - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
 - c. All working staff accessing the 2023 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 16, 2023. Credentials to be obtained prior to the start of the 2023 OC Fair.

- d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday, Thursday and Sunday of the 2023 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday and Saturday of the 2023 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the District prior to, during and following the 2023 OC Fair.

District (OC Fair) Agrees:

1. To provide 160 square feet of space located in Costa Mesa (CM #601, #602).
2. To provide ten (10) 2023 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) 2023 OC Fair Working Credentials per booth for working staff (46 total working credentials).
4. To provide ten (10) 2023 OC Fair ("offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2023 OC Fair Vendor Lot Parking Hang Tag.
6. To provide one hundred (100) 2023 OC Fair General Admission Tickets (To be used for business development purposes).
7. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) CM #601, #602; decal to be designed, produced and installed by the District staff – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth(s) CM #601, #602; signage to be designed, produced and installed by the District staff – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection for one device or internet hard line for staff use at booth(s) CM #601, #602. Wi-Fi and internet access may have limited availability due to location of booth; not available at all Platinum Partner booth locations. Speed for either connection is approximately 4 mb.
11. To provide link to Renter website on applicable section of the 2023 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 5, 2023 for inclusion.
12. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2023 OC Fair website.
13. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2023 OC Fair. Content must be received by Monday, June 5, 2023 for inclusion.

Reborn Cabinets, Inc.
5515 E. La Palma Avenue
Anaheim, CA 92807

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

Angel Valle, Field Marketing Manager

Joan Hamill, Chief Business Development Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. **23722**
DATE **March 29, 2023**

PLATINUM RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **So Relax California, Inc.** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **SAP #8** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2023 and ends on 8/18/2023 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Santa Ana Pavilion	10' x 15'	Platinum Corner	\$15,000.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/25/2023	\$ 7,525.00
Final Payment	5/25/2023	\$ 7,525.00
*Payments postmarked after the due date will be subject to a late fee of \$100		
	Total:	\$15,050.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance is due on or before April 25, 2023.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.
12. It is mutually agreed that this Agreement 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.

13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.
15. 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 interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:

• Products and Services	Exhibit A
• Deal Points	Exhibit AA
• California Fair Services Authority Insurance Requirements	Exhibit B
• Standard Contract Terms and Conditions	Exhibit C
• Map of Fairgrounds Depicting Premises	Exhibit D
• Assembly Bill 1499	Exhibit F
• COVID-19 Infection Mitigation Protocol & Procedures Guidelines	Exhibit V
17. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
18. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

Vinny Zhuhai Xu
So Relax California, Inc.
2555 Camino Del Rio South, Suite #101
San Diego, CA 92108
Phone (917) 992-1911
Email vinnyxu123@hotmail.com

Joan Hamill
32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626
Phone (714) 708-1500
Email jhamill@ocfair.com

Signature

Signature

Title

Chief Business Development Officer

Title

Date

Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival are.
6. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this Agreement.
17. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
22. 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 governments. 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.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CFSA) for review and verification of insurance requirements.
24. **By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**
25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Exhibit A

PRODUCTS AND OR SERVICES

So Relax California, Inc.

Location/Space: Santa Ana Pavilion #8

Agreement No: **23722**

Date: March 29, 2023

Mini Acupressure Chair Massage



EXHIBIT AA - DEAL POINTS

AGREEMENT NO. 23722

Renter:

So Relax California, Inc.

Seller's Permit Number: 100-799903

Taxpayer ID Number: 20-3106102

2555 Camino Del Rio South, Suite #101

San Diego, CA 92108

(917) 992-1911

Vinny Zhuhai Xu, Owner

Space Description/Designation:

Santa Ana Pavilion – SAP #8 (10' x 15') – See Exhibit D for map location

Space Fee:

\$15,000

Term: July 1, 2023 – August 18, 2023 by 12:00 PM Noon

Renter agrees that space(s) shall be used only for the purpose as follows:

Mini Chinese Acupressure Chair Massage

Renter Agrees:

1. To be a Platinum Partner from July 14, 2023 – August 13, 2023 at the 2023 annual OC Fair.
2. To provide payment in the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 25, 2023.
3. To gain pre-approval from the District for use of 2023 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 22, 2023.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote So Relax California, Inc. outside of designated space(s).
 - i. To only sell the following services/products at the location(s) indicated below.
 1. Mini Chinese Acupressure Chair Massage (product/service); SAP #8 (location)
 - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
 - c. All working staff accessing the 2023 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 16, 2023. Credentials to be obtained prior to the start of the 2023 OC Fair.

- d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday, Thursday and Sunday of the 2023 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday and Saturday of the 2023 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the District prior to, during and following the 2023 OC Fair.

District (OC Fair) Agrees:

1. To provide 150 square feet of space located in Santa Ana Pavilion (SAP #8).
2. To provide ten (10) 2023 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) 2023 OC Fair Working Credentials per booth for working staff (46 total working credentials).
4. To provide ten (10) 2023 OC Fair ("offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2023 OC Fair Vendor Lot Parking Hang Tag.
6. To provide one hundred (100) 2023 OC Fair General Admission Tickets (To be used for business development purposes).
7. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) SAP #8; decal to be designed, produced and installed by the District staff – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth(s) SAP #8; signage to be designed, produced and installed by the District staff – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection for one device or internet hard line for staff use at booth(s) SAP #8. Wi-Fi and internet access may have limited availability due to location of booth; not available at all Platinum Partner booth locations. Speed for either connection is approximately 4 mb.
11. To provide link to Renter website on applicable section of the 2023 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 5, 2023 for inclusion.
12. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2023 OC Fair website.
13. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2023 OC Fair. Content must be received by Monday, June 5, 2023 for inclusion.

So Relax California, Inc.
2555 Camino Del Rio South, Suite #101
San Diego, CA 92108

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

Vinny Zhuhai Xu, Owner

Joan Hamill, Chief Business Development Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. **23728**
DATE **March 29, 2023**

PLATINUM RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **U.S. Jaclean, Inc.** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **SAP #35** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2023 and ends on 8/18/2023 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Santa Ana Pavilion	10' x 15'	Platinum Corner	\$15,000.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/25/2023	\$ 7,525.00
Final Payment	5/25/2023	\$ 7,525.00
*Payments postmarked after the due date will be subject to a late fee of \$100		
	Total:	\$15,050.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance is due on or before April 25, 2023.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.
12. It is mutually agreed that this Agreement 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.

13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.
15. 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 interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
 - Products and Services Exhibit A
 - Deal Points Exhibit AA
 - California Fair Services Authority Insurance Requirements Exhibit B
 - Standard Contract Terms and Conditions Exhibit C
 - Map of Fairgrounds Depicting Premises Exhibit D
 - Assembly Bill 1499 Exhibit F
 - COVID-19 Infection Mitigation Protocol & Procedures Guidelines Exhibit V
17. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
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19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

Patty Rodriguez
U.S. Jaclean, Inc.
1816 W. 135th Street
Gardena, CA 90249
Phone (310) 538-2298
Email prodriguez@usjaclean.com

Joan Hamill
32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626
Phone (714) 708-1500
Email jhamill@ocfair.com

Signature

Signature

Title

Chief Business Development Officer
Title

Date

Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival are.
6. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this Agreement.
17. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
22. 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 governments. 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.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CFSA) for review and verification of insurance requirements.
24. **By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**
25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Exhibit A

PRODUCTS AND OR SERVICES

U.S. Jaclean, Inc.

Location/Space: Santa Ana Pavilion #35

Agreement No: **23728**

Date: March 29, 2023

Daiwa Massage Chairs



EXHIBIT AA - DEAL POINTS

AGREEMENT NO. 23728

Renter:

U.S. Jaclean, Inc.

Seller's Permit Number: 18-691711

Taxpayer ID Number: 95-3752157

1816 W. 135th Street

Gardena, CA 90249

(310) 538-2298

Patty Rodriguez, Trade Show Coordinator

Space Description/Designation:

Santa Ana Pavilion – SAP # 35 (10' x 15') – See Exhibit D for map location

Space Fee:

\$15,000

Term: July 1, 2023 – August 18, 2023 by 12:00 PM Noon

Renter agrees that space(s) shall be used only for the purpose as follows:

Daiwa Massage Chairs

Renter Agrees:

1. To be a Platinum Partner from July 14, 2023 – August 13, 2023 at the 2023 annual OC Fair.
2. To provide payment in the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 25, 2023.
3. To gain pre-approval from the District for use of 2023 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 22, 2023.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote U.S. Jaclean, Inc. outside of designated space(s).
 - i. To only sell the following services/products at the location(s) indicated below.
 1. Daiwa Massage Chairs (product/service); SAP #35 (location)
 - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
 - c. All working staff accessing the 2023 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 16, 2023. Credentials to be obtained prior to the start of the 2023 OC Fair.

- d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday, Thursday and Sunday of the 2023 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday and Saturday of the 2023 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the District prior to, during and following the 2023 OC Fair.

District (OC Fair) Agrees:

1. To provide 150 square feet of space located in Santa Ana Pavilion (SAP #35).
2. To provide ten (10) 2023 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) 2023 OC Fair Working Credentials per booth for working staff (46 total working credentials).
4. To provide ten (10) 2023 OC Fair ("offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2023 OC Fair Vendor Lot Parking Hang Tag.
6. To provide one hundred (100) 2023 OC Fair General Admission Tickets (To be used for business development purposes).
7. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) SAP #35; decal to be designed, produced and installed by the District staff – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth(s) SAP #35; signage to be designed, produced and installed by the District staff – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection for one device or internet hard line for staff use at booth(s) SAP #35. Wi-Fi and internet access may have limited availability due to location of booth; not available at all Platinum Partner booth locations. Speed for either connection is approximately 4 mb.
11. To provide link to Renter website on applicable section of the 2023 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 5, 2023 for inclusion.
12. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2023 OC Fair website.
13. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2023 OC Fair. Content must be received by Monday, June 5, 2023 for inclusion.

U.S. Jaclean, Inc.
1816 W. 135th Street
Gardena, CA 90249

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

Patty Rodriguez, Trade Show Coordinator

Joan Hamill, Chief Business Development Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23729
DATE March 16, 2023

PLATINUM RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Vector Marketing Corporation dba Cutco Cutlery** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CM #415, #515** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2023 and ends on 8/18/2023 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Costa Mesa	16' x 10'	Platinum Corner	\$16,000.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/25/2023	\$ 8,025.00
Final Payment	5/25/2023	\$ 8,025.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$16,050.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before April 25, 2023.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

12. It is mutually agreed that this Agreement 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.
13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 16 of this Agreement.
15. 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 interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:

• Products and Services	Exhibit A
• Deal Points	Exhibit AA
• California Fair Services Authority Insurance Requirements	Exhibit B
• Standard Contract Terms and Conditions	Exhibit C
• Map of Fairgrounds Depicting Premises	Exhibit D
• Assembly Bill 1499	Exhibit F
• COVID-19 Infection Mitigation Protocol & Procedures Guidelines	Exhibit V
17. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
18. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

Lia Eleopoulos
Vector Marketing Corporation dba Cutco Cutlery
322 Houghton Avenue
Olean, NY 14760
Phone (714) 306-9781
Email events@cutco.com

Joan Hamill
32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626
Phone (714) 708-1500
Email jhamill@ocfair.com

Signature

Signature

Title

Chief Business Development Officer
Title

Date

Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival are.
6. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this Agreement.
17. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
22. 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 governments. 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.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CFSA) for review and verification of insurance requirements.
24. **By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**
25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Exhibit A

PRODUCTS AND OR SERVICES

Vector Marketing Corporation dba Cutco Cutlery

Location/Space: Costa Mesa #415, #515

Agreement No: **23729**

Date: March 16, 2023

Cutco Products:

Household Cutlery

Culinary Tools

Cookware

Flatware

Sporting Knives

BBQ Tools

Garden Tools

Scissors

Kitchen Floor Mats



EXHIBIT AA - DEAL POINTS

AGREEMENT NO. 23729

Renter:

Vector Marketing Corporation dba Cutco Cutlery

Seller's Permit Number: 27-745710

Taxpayer ID Number: 23-2196408

322 Houghton Avenue

Olean, NY 14760

(714) 306-9781

Lia Eleopoulos, Authorized Independent Cutco Sales Representative

Space Description/Designation:

Costa Mesa – CM #415, #515 (16' x 10') – See Exhibit D for map location

Space Fee:

\$16,000

Term: July 1, 2023 – August 18, 2023 by 12:00 PM Noon

Renter agrees that space(s) shall be used only for the purpose as follows:

Cutco Products: Household Cutlery, Culinary Tools, Cookware, Flatware, Sporting Knives, BBQ and Garden Tools, Scissors, Kitchen Floor Mats

Renter Agrees:

1. To be a Platinum Partner from July 14, 2023 – August 13, 2023 at the 2023 annual OC Fair.
2. To provide payment in the sum of SIXTEEN THOUSAND DOLLARS (\$16,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 25, 2023.
3. To gain pre-approval from the District for use of 2023 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 22, 2023.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote Vector Marketing Corporation dba Cutco Cutlery outside of designated space(s).
 - i. To only sell the following services/products at the location(s) indicated below.
 1. Cutco Products: Household Cutlery, Culinary Tools, Cookware, Flatware, Sporting Knives, BBQ and Garden Tools, Scissors, Kitchen Floor Mats (product/service); CM #415, #515 (location)
 - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
 - c. All working staff accessing the 2023 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 16, 2023. Credentials to be obtained prior to the start of the 2023 OC Fair.

- d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday, Thursday and Sunday of the 2023 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday and Saturday of the 2023 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the District prior to, during and following the 2023 OC Fair.

District (OC Fair) Agrees:

1. To provide 160 square feet of space located in Costa Mesa (CM #415, #515).
2. To provide ten (10) 2023 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) 2023 OC Fair Working Credentials per booth for working staff (46 total working credentials).
4. To provide ten (10) 2023 OC Fair ("offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2023 OC Fair Vendor Lot Parking Hang Tag.
6. To provide one hundred (100) 2023 OC Fair General Admission Tickets (To be used for business development purposes).
7. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) CM #415, #515; decal to be designed, produced and installed by the District staff – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth(s) CM #415, #515; signage to be designed, produced and installed by the District staff – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection for one device or internet hard line for staff use at booth(s) CM #415, #515. Wi-Fi and internet access may have limited availability due to location of booth; not available at all Platinum Partner booth locations. Speed for either connection is approximately 4 mb.
11. To provide link to Renter website on applicable section of the 2023 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 5, 2023 for inclusion.
12. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2023 OC Fair website.
13. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2023 OC Fair. Content must be received by Monday, June 5, 2023 for inclusion.

Vector Marketing Corporation dba Cutco Cutlery
322 Houghton Avenue
Olean, NY 14760

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

Lia Eleopoulos, Authorized Independent
Cutco Sales Representative

Joan Hamill, Chief Business Development Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. **23730**
DATE **April 10, 2023**

PLATINUM RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Winning Ways, Inc.** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **SAP #9** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2023 and ends on 8/18/2023 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Santa Ana Pavilion	10' x 15'	Platinum Corner	\$15,000.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/25/2023	\$ 7,525.00
Final Payment	5/25/2023	\$ 7,525.00
*Payments postmarked after the due date will be subject to a late fee of \$100		
	Total:	\$15,050.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance is due on or before April 25, 2023.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.
12. It is mutually agreed that this Agreement 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.

13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.
15. 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 interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:

• Products and Services	Exhibit A
• Deal Points	Exhibit AA
• California Fair Services Authority Insurance Requirements	Exhibit B
• Standard Contract Terms and Conditions	Exhibit C
• Map of Fairgrounds Depicting Premises	Exhibit D
• Assembly Bill 1499	Exhibit F
• COVID-19 Infection Mitigation Protocol & Procedures Guidelines	Exhibit V
17. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
18. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

Jake Haller
Winning Ways, Inc.
1651 Greenwood Way
San Bruno, CA 94066
Phone (407) 491-9781
Email winningwaysusa@gmail.com

Joan Hamill
32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626
Phone (714) 708-1500
Email jhamill@ocfair.com

 Signature

 Signature

 Title

Chief Business Development Officer
 Title

 Date

 Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival are.
6. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this Agreement.
17. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
22. 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 governments. 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.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CFSA) for review and verification of insurance requirements.
24. **By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**
25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Exhibit A

PRODUCTS AND OR SERVICES

Winning Ways, Inc.

Location/Space: Santa Ana Pavilion #9

Agreement No: **23730**

Date: April 10, 2023

Winning Ways Vacation Resorts

Lead Generating Only



EXHIBIT AA - DEAL POINTS

AGREEMENT NO. 23730

Renter:

Winning Ways, Inc.

Seller's Permit Number: NA

Taxpayer ID Number: 27-4030157

1651 Greenwood Way

San Bruno, CA 94066

(407) 491-9781

Jake Haller, Owner

Space Description/Designation:

Santa Ana Pavilion – SAP # 9 (10' x 15') – See Exhibit D for map location

Space Fee:

\$15,000

Term: July 1, 2023 – August 18, 2023 by 12:00 PM Noon

Renter agrees that space(s) shall be used only for the purpose as follows:

Winning Ways Vacation Resorts (Lead Generation Only)

Renter Agrees:

1. To be a Platinum Partner from July 14, 2023 – August 13, 2023 at the 2023 annual OC Fair.
2. To provide payment in the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 25, 2023.
3. To gain pre-approval from the District for use of 2023 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 22, 2023.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote Winning Ways, Inc. outside of designated space(s).
 - i. To provide lead generation only for the following services/products at the location(s) indicated below.
 1. Winning Ways Vacation Resorts (product/service); SAP #9 (location)
 - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
 - c. All working staff accessing the 2023 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 16, 2023. Credentials to be obtained prior to the start of the 2023 OC Fair.

- d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday, Thursday and Sunday of the 2023 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday and Saturday of the 2023 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the District prior to, during and following the 2023 OC Fair.

District (OC Fair) Agrees:

1. To provide 150 square feet of space located in Santa Ana Pavilion (SAP #9).
2. To provide ten (10) 2023 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) 2023 OC Fair Working Credentials per booth for working staff (46 total working credentials).
4. To provide ten (10) 2023 OC Fair ("offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2023 OC Fair Vendor Lot Parking Hang Tag.
6. To provide one hundred (100) 2023 OC Fair General Admission Tickets (To be used for business development purposes).
7. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) SAP #9; decal to be designed, produced and installed by the District staff – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth(s) SAP #9; signage to be designed, produced and installed by the District staff – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection for one device or internet hard line for staff use at booth(s) SAP #9. Wi-Fi and internet access may have limited availability due to location of booth; not available at all Platinum Partner booth locations. Speed for either connection is approximately 4 mb.
11. To provide link to Renter website on applicable section of the 2023 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 5, 2023 for inclusion.
12. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2023 OC Fair website.
13. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2023 OC Fair. Content must be received by Monday, June 5, 2023 for inclusion.

Winning Ways, Inc.
1651 Greenwood Way
San Bruno, CA 94066

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

Jake Haller, Owner

Joan Hamill, Chief Business Development Officer