

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

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-006-23	United Scottish Society, Inc.	Scottish Fest	Cultural Festival (CULTU)	Action Sports Arena, Anaheim Building (#16), Baja Blues Restaurant, Campground, Costa Mesa Building (#10), Country Meadows, Courtyard, Crafters Village, Festival Field Asphalt, Festival Field Grass, Huntington Beach Building (#12), Livestock Lane, Los Alamitos Building (#14), Main Mall, OC Promenade (Span), Park Plaza, Parking Lot I, Santa Ana Pavilion (Parade of Products), South Lawn, The Hangar	05/24/23-05/29/23	\$101,085.50
R-008-23	Gem Faire, Inc.	Gem Faire	Consumer Show (CON)	Costa Mesa Building (#10), Main Mall, Santa Ana Pavilion (Parade of Products)	05/10/23-05/15/23	\$62,480.00
R-012-23	International Speedway, Inc.	2023 Costa Mesa Speedway	Competition/Tournament (COM)	Action Sports Arena, Baja Blues Restaurant, Parking Lot I	2023 Costa Mesa Speedway Season	\$74,403.00
R-033-23	Vivid Special Events, LLC	Repticon	Consumer Show (CON)	Huntington Beach Building (#12)	06/16/23-06/19/23	\$22,331.50
R-037-23	City of Newport Beach, a California municipal corporation and charter city	Newport Beach Police Department Officer Training	Training (TRA)	Year Round Rentals	04/01/23-12/31/23	125.00 per day
R-069-23	Arts Orange County	Dia del Niño	Education (EDUCA)	Plaza Pacifica	04/13/23-04/17/23	\$17,031.79
R-075-23	Adentope, Inc. dba Japan Product Promotion	OC Japan Fair	Cultural Festival (CULTU)	Los Alamitos Building (#14), Parking Lot I	10/26/23-10/30/23	\$90,528.50
R-078-23	California Online Public Schools	California Connections Academy End of Year Festival	Banquet (BAN)	Country Meadows, Huntington Beach Building (#12)	06/01/23-06/01/23	\$15,405.00
R-079-23	Tex*us Guitar Shows, Inc.	SoCAL World Guitar Show	Consumer Show (CON)	The Hangar	06/16/23-06/19/23	\$19,226.00
R-080-23	Coast Community College District	OCC Commencement	Graduation/Grad Night (GRN)	Pacific Amphitheatre, Parking Lot D, Parking Lot F	05/24/23-05/26/23	\$63,569.75
R-081-23	Costa Mesa Fire & Rescue	Firefighter Entrapment Seminar Parking	Parking (PARK)	Parking Lot B	05/09/23-05/09/23	Inter-agency Agreement
23 IO-FE37	Lake View and Golden View Schools- Ocean View Elementary School District	Imaginology	Exhibitor	Huntington Beach Building	4/15-16/2023	0.00

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CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
23 IO-FE 38	Excel Academy Charter School	Imaginology	Exhibitor	Pavilion	4/15-16/2023	0.00
RA-EQCRobLut-23	Robyn Lutzkanin & Maxwell Wittenberg	Equestrian Center Facility Boarding	Horse Boarding & Care	Stall N-19 Trailer Parking #3	4/11/2023-12/31/2023	\$8,520.00 *

**AMENDMENTS**

\* = facility rental amount only, does not include feed

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-072-23 (Amend. #1)	ADCC Combat Club	ADCC Open <i>Amended: additional building added</i>	Competition/Tournament (COM)	Huntington Beach Building (#12)	04/28/23-04/29/23	6,808.50

FORM F-31

AGREEMENT NO. **R-006-23**

REVIEWED \_\_\_\_\_

DATE **April 25, 2023**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **United Scottish Society, Inc.** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

**WITNESSETH:**

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

**May 24 - 29, 2023**

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

**See Exhibit A**

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

**Scottish Fest**

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

**\$101,085.50**

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

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

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

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

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

**United Scottish Society, Inc.**  
**P.O. Box 2237**  
**Palos Verdes, CA 90274**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Tom Reoch, President**

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

## **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 his 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 plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the 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. 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 a food serving 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. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
4. 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; 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 said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
5. Renter will post in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Agreement; the size of said sign, manner and place of posting to be pre-approved by Association.
6. 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 concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to received Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
7. All sound-producing devices used by Renter within the 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 thereof from Association.
8. 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 shall 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 operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
9. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. 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.
10. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.

11. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that 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 all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.

12. No Renter will be permitted to sell or dispose of anywhere on the Premises 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.

13. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

14. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

15. 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 performance of the terms of this Agreement.

16. "Contractor, 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)."

17. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.

18. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

19. 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.

20. 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.

**Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.**

**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.**

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Scottish Fest	<b>Contract No:</b>	R-006-23
<b>Contact Person:</b>	Tom Reoch	<b>Phone:</b>	(310) 813-9127
<b>Event Date:</b>	05/27/2023 - 05/28/2023	<b>Hours:</b>	Saturday: 9:00 AM - 6:00 PM Sunday: 9:00 AM - 6:00 PM
<b>Admission Price:</b>	Single Day: \$5.00 - \$25.00    Single Day VIP: \$150.00 Two Day: \$6.00 - \$35.00    Two Day VIP: \$195.00		
<b>Vehicle Parking Fee:</b>	\$12.00 General Parking	<b>Projected Attendance:</b>	14,800

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Wednesday</b>			
Action Sports Arena	05/24/2023 06:00 AM - 11:59 PM	Rental Drop Off	*See Facility Fee
Anaheim Building (#16)	05/24/2023 06:00 AM - 11:59 PM	Rental Drop Off	*See Facility Fee
Baja Blues Restaurant	05/24/2023 06:00 AM - 11:59 PM	Rental Drop Off	*See Facility Fee
Campground	05/24/2023 06:00 AM - 11:59 PM	Rental Drop Off	*See Facility Fee
Costa Mesa Building (#10)	05/24/2023 06:00 AM - 11:59 PM	Rental Drop Off	*See Facility Fee
Country Meadows	05/24/2023 06:00 AM - 11:59 PM	Rental Drop Off	*See Facility Fee
Courtyard	05/24/2023 06:00 AM - 11:59 PM	Rental Drop Off	*See Facility Fee
Crafters Village	05/24/2023 06:00 AM - 11:59 PM	Rental Drop Off	*See Facility Fee
Festival Field Grass	05/24/2023 06:00 AM - 11:59 PM	Rental Drop Off	*See Facility Fee
Huntington Beach Building (#12)	05/24/2023 06:00 AM - 11:59 PM	Rental Drop Off	*See Facility Fee
Livestock Lane	05/24/2023 06:00 AM - 11:59 PM	Rental Drop Off	*See Facility Fee
Los Alamitos Building (#14)	05/24/2023 06:00 AM - 11:59 PM	Rental Drop Off	*See Facility Fee
Main Mall	05/24/2023 06:00 AM - 11:59 PM	Rental Drop Off	*See Facility Fee
OC Promenade (Span)	05/24/2023 06:00 AM - 11:59 PM	Rental Drop Off	*See Facility Fee
Park Plaza	05/24/2023 06:00 AM - 11:59 PM	Rental Drop Off	*See Facility Fee
Parking Lot I	05/24/2023 06:00 AM - 11:59 PM	Rental Drop Off	*See Facility Fee
Parking Lot J	05/24/2023 06:00 AM - 11:59 PM	Rental Drop Off	*See Facility Fee
Santa Ana Pavilion (Parade of Products)	05/24/2023 06:00 AM - 11:59 PM	Rental Drop Off	*See Facility Fee
South Lawn	05/24/2023 06:00 AM - 11:59 PM	Rental Drop Off	*See Facility Fee
The Hangar	05/24/2023 06:00 AM - 11:59 PM	Rental Drop Off	*See Facility Fee
<b>Thursday</b>			
Action Sports Arena	05/25/2023 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Anaheim Building (#16)	05/25/2023 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Baja Blues Restaurant	05/25/2023 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Campground	05/25/2023 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Costa Mesa Building (#10)	05/25/2023 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Country Meadows	05/25/2023 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Courtyard	05/25/2023 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Crafters Village	05/25/2023 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Festival Field Grass	05/25/2023 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Huntington Beach Building (#12)	05/25/2023 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Livestock Lane	05/25/2023 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Los Alamitos Building (#14)	05/25/2023 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Main Mall	05/25/2023 06:00 AM - 11:59 PM	Move In	*See Facility Fee
OC Promenade (Span)	05/25/2023 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Park Plaza	05/25/2023 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Parking Lot I	05/25/2023 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Parking Lot J	05/25/2023 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Santa Ana Pavilion (Parade of Products)	05/25/2023 06:00 AM - 11:59 PM	Move In	*See Facility Fee
South Lawn	05/25/2023 06:00 AM - 11:59 PM	Move In	*See Facility Fee
The Hangar	05/25/2023 06:00 AM - 11:59 PM	Move In	*See Facility Fee

# EXHIBIT A

## Event Information

### Friday

Action Sports Arena	05/26/2023 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Anaheim Building (#16)	05/26/2023 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Baja Blues Restaurant	05/26/2023 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Campground	05/26/2023 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Costa Mesa Building (#10)	05/26/2023 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Country Meadows	05/26/2023 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Courtyard	05/26/2023 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Crafters Village	05/26/2023 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Festival Field Grass	05/26/2023 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Huntington Beach Building (#12)	05/26/2023 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Livestock Lane	05/26/2023 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Los Alamitos Building (#14)	05/26/2023 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Main Mall	05/26/2023 06:00 AM - 11:59 PM	Move In	*See Facility Fee
OC Promenade (Span)	05/26/2023 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Park Plaza	05/26/2023 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Parking Lot I	05/26/2023 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Parking Lot J	05/26/2023 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Santa Ana Pavilion (Parade of Products)	05/26/2023 06:00 AM - 11:59 PM	Move In	*See Facility Fee
South Lawn	05/26/2023 06:00 AM - 11:59 PM	Move In	*See Facility Fee
The Hangar	05/26/2023 06:00 AM - 11:59 PM	Move In	*See Facility Fee

### Saturday

Action Sports Arena	05/27/2023 09:00 AM - 06:00 PM	Event	*See Facility Fee
Anaheim Building (#16)	05/27/2023 09:00 AM - 06:00 PM	Event	*See Facility Fee
Baja Blues Restaurant	05/27/2023 09:00 AM - 06:00 PM	Event	*See Facility Fee
Campground	05/27/2023 09:00 AM - 06:00 PM	Event	*See Facility Fee
Costa Mesa Building (#10)	05/27/2023 09:00 AM - 06:00 PM	Event	*See Facility Fee
Country Meadows	05/27/2023 09:00 AM - 06:00 PM	Event	*See Facility Fee
Courtyard	05/27/2023 09:00 AM - 06:00 PM	Event	*See Facility Fee
Crafters Village	05/27/2023 09:00 AM - 06:00 PM	Event	*See Facility Fee
Festival Field Grass	05/27/2023 09:00 AM - 06:00 PM	Event	*See Facility Fee
Huntington Beach Building (#12)	05/27/2023 09:00 AM - 06:00 PM	Event	*See Facility Fee
Livestock Lane	05/27/2023 09:00 AM - 06:00 PM	Event	*See Facility Fee
Los Alamitos Building (#14)	05/27/2023 09:00 AM - 06:00 PM	Event	*See Facility Fee
Main Mall	05/27/2023 09:00 AM - 06:00 PM	Event	*See Facility Fee
OC Promenade (Span)	05/27/2023 09:00 AM - 06:00 PM	Event	*See Facility Fee
Park Plaza	05/27/2023 09:00 AM - 06:00 PM	Event	*See Facility Fee
Parking Lot I	05/27/2023 09:00 AM - 06:00 PM	Event	*See Facility Fee
Parking Lot J	05/27/2023 09:00 AM - 06:00 PM	Event	*See Facility Fee
Santa Ana Pavilion (Parade of Products)	05/27/2023 09:00 AM - 06:00 PM	Event	*See Facility Fee
South Lawn	05/27/2023 09:00 AM - 06:00 PM	Event	*See Facility Fee
The Hangar	05/27/2023 09:00 AM - 06:00 PM	Event	*See Facility Fee

### Sunday

Action Sports Arena	05/28/2023 09:00 AM - 06:00 PM	Event	*See Facility Fee
Anaheim Building (#16)	05/28/2023 09:00 AM - 06:00 PM	Event	*See Facility Fee
Baja Blues Restaurant	05/28/2023 09:00 AM - 06:00 PM	Event	*See Facility Fee
Campground	05/28/2023 09:00 AM - 06:00 PM	Event	*See Facility Fee
Costa Mesa Building (#10)	05/28/2023 09:00 AM - 06:00 PM	Event	*See Facility Fee
Country Meadows	05/28/2023 09:00 AM - 06:00 PM	Event	*See Facility Fee
Courtyard	05/28/2023 09:00 AM - 06:00 PM	Event	*See Facility Fee



# EXHIBIT A

Event Information				
Crafters Village	05/28/2023 09:00 AM - 06:00 PM	Event		*See Facility Fee
Festival Field Grass	05/28/2023 09:00 AM - 06:00 PM	Event		*See Facility Fee
Huntington Beach Building (#12)	05/28/2023 09:00 AM - 06:00 PM	Event		*See Facility Fee
Livestock Lane	05/28/2023 09:00 AM - 06:00 PM	Event		*See Facility Fee
Los Alamitos Building (#14)	05/28/2023 09:00 AM - 06:00 PM	Event		*See Facility Fee
Main Mall	05/28/2023 09:00 AM - 06:00 PM	Event		*See Facility Fee
OC Promenade (Span)	05/28/2023 09:00 AM - 06:00 PM	Event		*See Facility Fee
Park Plaza	05/28/2023 09:00 AM - 06:00 PM	Event		*See Facility Fee
Parking Lot I	05/28/2023 09:00 AM - 06:00 PM	Event		*See Facility Fee
Parking Lot J	05/28/2023 09:00 AM - 06:00 PM	Event		*See Facility Fee
Santa Ana Pavilion (Parade of Products)	05/28/2023 09:00 AM - 06:00 PM	Event		*See Facility Fee
South Lawn	05/28/2023 09:00 AM - 06:00 PM	Event		*See Facility Fee
The Hangar	05/28/2023 09:00 AM - 06:00 PM	Event		*See Facility Fee

**Monday**

Action Sports Arena	05/29/2023 06:00 AM - 11:59 PM	Move Out		*See Facility Fee
Anaheim Building (#16)	05/29/2023 06:00 AM - 11:59 PM	Move Out		*See Facility Fee
Baja Blues Restaurant	05/29/2023 06:00 AM - 11:59 PM	Move Out		*See Facility Fee
Campground	05/29/2023 06:00 AM - 11:59 PM	Move Out		*See Facility Fee
Costa Mesa Building (#10)	05/29/2023 06:00 AM - 11:59 PM	Move Out		*See Facility Fee
Country Meadows	05/29/2023 06:00 AM - 11:59 PM	Move Out		*See Facility Fee
Courtyard	05/29/2023 06:00 AM - 11:59 PM	Move Out		*See Facility Fee
Crafters Village	05/29/2023 06:00 AM - 11:59 PM	Move Out		*See Facility Fee
Festival Field Grass	05/29/2023 06:00 AM - 11:59 PM	Move Out		*See Facility Fee
Huntington Beach Building (#12)	05/29/2023 06:00 AM - 11:59 PM	Move Out		*See Facility Fee
Livestock Lane	05/29/2023 06:00 AM - 11:59 PM	Move Out		*See Facility Fee
Los Alamitos Building (#14)	05/29/2023 06:00 AM - 11:59 PM	Move Out		*See Facility Fee
Main Mall	05/29/2023 06:00 AM - 11:59 PM	Move Out		*See Facility Fee
OC Promenade (Span)	05/29/2023 06:00 AM - 11:59 PM	Move Out		*See Facility Fee
Park Plaza	05/29/2023 06:00 AM - 11:59 PM	Move Out		*See Facility Fee
Parking Lot I	05/29/2023 06:00 AM - 11:59 PM	Move Out		*See Facility Fee
Parking Lot J	05/29/2023 06:00 AM - 11:59 PM	Move Out		*See Facility Fee
Santa Ana Pavilion (Parade of Products)	05/29/2023 06:00 AM - 11:59 PM	Move Out		*See Facility Fee
South Lawn	05/29/2023 06:00 AM - 11:59 PM	Move Out		*See Facility Fee
The Hangar	05/29/2023 06:00 AM - 11:59 PM	Move Out		*See Facility Fee

**Total: 32,000.00**

\*Facility Rental Fee for Scottish Fest will be \$32,000.00 or \$2.00 per ticket sold, whichever is greater. Fee shall be calculated based upon actual ticket sales.

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

Move out must be completed by 11:59 PM Monday - May 29, 2023 to avoid additional charges.

Estimated Equipment Fees						
Description	Date-Time	Units	Rate	Actual		
10 MB Internet - Hard Line	05/27/2023 - 05/28/2023	2.00 EA	150.00 EA/DAY	600.00		
20 Amp Drop	Estimate 1	1.00 EA	25.00 EA	25.00		
50 Amp Drop	Estimate 2	2.00 EA	70.00 EA	140.00		
Banner Light Pole	TBD	TBD EA	75.00 EA	TBD		
Barricade (Plastic)	Estimate 195	195.00 EA	15.00 EA	2,925.00		
Bench - Metal (Labor Only)	TBD	TBD EA	15.00 EA	TBD		
Bleacher (Labor Only)	TBD	TBD EA	250.00 EA	TBD		
Cable Ramp	Estimate 10	10.00 EA	15.00 EA	150.00		

# EXHIBIT A

Event Information						
CAD Services	TBD	TBD	HR	45.00	HR	TBD
Chair (Individual)	TBD	TBD	EA	2.50	EA	TBD
Dumpster	Estimate 110	110.00	EA	20.00	EA	2,200.00
Electrical Splitter Box	Estimate 20	20.00	EA	55.00	EA	1,100.00
Electrical Usage Rate	Estimate Only	1.00	EA	1,850.00	EVT	1,850.00
Forklift	Estimate 45 Hours	45.00	HR	75.00	HR	3,375.00
Hang Tag - 2 Day	Estimate 60	60.00	EA	12.00	EA	720.00
Information Booth	TBD	TBD	EA	150.00	EA	TBD
Man Lift	Estimate 12 Hours	12.00	HR	75.00	HR	900.00
Marquee Board	05/01/2023 - 05/28/2023	4.00	WK	Included		Included
Picnic Table (Rectangular & Round)	Estimate 85	85.00	EA	15.00	EA	1,275.00
Podium	Estimate 1	1.00	EA	25.00	EA	25.00
Portable Electronic Message Board	05/27/2023 - 05/28/2023	2.00	EA	75.00	EA/DAY	450.00
RV Camping (Campground)	TBD (2019 = 279 EA)	TBD	EA	45.00	EA/DAY	TBD
Scissor Lift	TBD	TBD	HR	75.00	HR	TBD
Sweeper (In-House)	Estimate 24 Hours	24.00	HR	75.00	HR	1,800.00
Ticket Booth (Double Window)	Estimate 4	4.00	EA	100.00	EA	400.00
Umbrella w/Stand	Estimate 20	20.00	EA	15.00	EA	300.00
Wind Master (Small)	TBD	TBD	EA	15.00	EA	TBD
Wireless Internet Router	Estimate 2	2.00	EA	75.00	EA	150.00
<b>Total:</b>						<b>18,385.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<b><u>Admissions</u></b>						
Ticket Auditor	Estimate 10 Hours	10.00	HR	27.00	HR	270.00
<b><u>Event Operations</u></b>						
<b>Set Up</b>						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	32.00	HR	256.00
Grounds Attendant	Estimate 60 Hours	60.00	HR	27.00	HR	1,620.00
Janitorial Attendant	Estimate 10 Hours	10.00	HR	27.00	HR	270.00
Electrician	Estimate 16 Hours	16.00	HR	67.50	HR	1,080.00
Plumber	Estimate 3 Hours	3.00	HR	67.50	HR	202.50
<b>Event Day</b>						
Grounds Attendant Lead	05/27/2023 06:00AM - 08:00PM	1.00	EA	32.00	HR	448.00
Grounds Attendant	05/27/2023 06:00AM - 08:00PM	6.00	EA	27.00	HR	2,268.00
Janitorial Attendant Lead	05/27/2023 07:00AM - 08:00PM	1.00	EA	32.00	HR	416.00
Janitorial Attendant	05/27/2023 07:00AM - 08:00PM	12.00	EA	27.00	HR	4,212.00
Electrician	05/27/2023 07:00AM - 07:00PM	1.00	EA	67.50	HR	810.00
Grounds Attendant Lead	05/28/2023 06:00AM - 08:00PM	1.00	EA	32.00	HR	448.00
Grounds Attendant	05/28/2023 06:00AM - 08:00PM	6.00	EA	27.00	HR	2,268.00
Janitorial Attendant Lead	05/28/2023 07:00AM - 08:00PM	1.00	EA	32.00	HR	416.00
Janitorial Attendant	05/28/2023 07:00AM - 08:00PM	12.00	EA	27.00	HR	4,212.00
Electrician	05/28/2023 07:00AM - 07:00PM	1.00	EA	67.50	HR	810.00
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 6 Hours	6.00	HR	32.00	HR	192.00
Grounds Attendant	Estimate 56 Hours	56.00	HR	27.00	HR	1,512.00
Janitorial Attendant	Estimate 21 Hours	21.00	HR	27.00	HR	567.00
Electrician	Estimate 16 Hours	16.00	HR	67.50	HR	1,080.00
Plumber	Estimate 3 Hours	3.00	HR	67.50	HR	202.50

# EXHIBIT A

## Event Information

### Event Sales & Services

Event Coordinator	05/27/2023 07:00AM - 07:00PM	1.00	EA	53.00	HR	636.00
Event Coordinator	05/28/2023 07:00AM - 07:00PM	1.00	EA	53.00	HR	636.00

### Parking

Parking Attendant Lead	Estimate 10 Hours	10.00	HR	32.00	HR	320.00
Parking Attendant	Estimate 30 Hours	30.00	HR	27.00	HR	810.00

### Safety & Security

Security Attendant - Overnight	05/26/2023 06:00PM - 08:00AM	2.00	EA	27.00	HR	756.00
Security Attendant Lead	05/27/2023 08:00AM - 08:00PM	1.00	EA	32.00	HR	384.00
Security Attendant	05/27/2023 08:00AM - 08:00PM	15.00	EA	27.00	HR	4,860.00
Security Attendant - Overnight	05/27/2023 08:00PM - 08:00AM	2.00	EA	27.00	HR	648.00
Security Attendant Lead	05/28/2023 08:00AM - 08:00PM	1.00	EA	32.00	HR	384.00
Security Attendant	05/28/2023 08:00AM - 08:00PM	15.00	EA	27.00	HR	4,860.00

### Technology

Technology Attendant	Estimate 2 Hours	2.00	HR	53.00	HR	106.00
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### Outside Services

Emergency Medical Services	05/27/2023 08:30AM - 06:30PM	2.00	EA	28.00	HR	560.00
Emergency Medical Services	05/28/2023 08:30AM - 06:30PM	2.00	EA	28.00	HR	560.00
Fencing For Perimeter	Estimate Only	1.00	EA	4,500.00	EVT	4,500.00
Speedway - ASA Track Preparation	Estimate Only	1.00	EA	1,200.00	EVT	1,200.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	3.50	HR	263.00	HR	920.50

**Total: 45,700.50**

### **Summary**

Facility Rental Total	\$32,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$64,085.50
Refundable Deposit	\$5,000.00

**Grand Total: \$101,085.50**

### **Payment Schedule**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$50,542.75
Second Payment	05/10/2023	\$50,542.75
<b>Total:</b>		<b>\$101,085.50</b>

**Please Remit Payment in \*Check Only\***

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

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

### **ACTION SPORTS ARENA**

Should the track berm need to be flattened, OCFEC and its authorized contractor will complete the track preparation. Renter will be billed for preparation work as requested. Estimated cost for flattening the berm is \$1,200.00.

# EXHIBIT A

## Event Information

### **ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES**

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

### **ADMISSION REQUIREMENTS**

#### **Pre Event**

On **Friday - May 26, 2023** (prior to the Scottish Fest opening day), OCFEC staff auditors shall receive an online ticket report for all presale and online ticket sales.

#### **Event Days**

On **Saturday - May 27, 2023** through **Sunday - May 28, 2023**, OCFEC staff auditors shall receive a daily and event-to-date report at the conclusion of each event day. Final cumulative report is to be submitted to OCFEC on **Sunday - May 28, 2023** at the conclusion of the event.

### **CAMPING**

Renter shall be responsible for placement of RV campers and the collection of camping fees for space rented in the interior property campground. OCFEC shall be responsible for the placement of RV campers and collection of camping fees if campers stage in the exterior parking lot prior to availability of interior property campground. All RV camping spaces will be \$45.00 per space per night. These amounts will be deducted from final settlement.

### **CANNABIS EVENTS**

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

### **CANOPIES / TENTS**

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

### **DRONES**

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

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

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

### **EVENT PROGRAM POLICIES AND PROCEDURES**

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

### **EXHIBIT V**

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

### **FACILITY RENTAL FEE / GUARANTEE**

The OCFEC shall retain a Facility Rental Fee of \$32,000 or \$2.00 per ticket sold, whichever is greater.

# EXHIBIT A

## Event Information

### **FOOD & BEVERAGE**

Each food & beverage concessions stand shall be permitted to sell soda and water. It is mutually arranged that an agreement be in place between the Renter and OCFEC Master Concessionaire (Oak View Group) regarding the number of booths to be operated by both parties. Renter shall be permitted to sell ethnic food and other products to accompany ethnic food selections (i.e. - potato chips, French fries). OCFEC has granted the Renter permission to sell coffee, tea, soda and water at their booth locations. OCFEC shall not retain a commission from sales generated at the ethnic food stands. Renter shall be the exclusive provider of ethnic foods during the event unless a written mutual agreement is obtained allowing the OCFEC Master Concessionaire (Oak View Group) to provide ethnic food. OCFEC agrees to allow the Renter to secure a beer sponsorship for the event. To help facilitate identification of a potential sponsor, OCFEC Master Concessionaire (Oak View Group) agrees to provide contact information and introduction to beer distributors. If requested by the Renter, OCFEC Master Concessionaire (Oak View Group) agrees to sell one (1) Renter specified beer selection (label) during the event if that specified beer is available from local distributor. The Renter shall have the option to provide OCFEC Master Concessionaire (Oak View Group) with non-profit organization (NPO) staffing for a non-Scottish food stand and, in turn, receive an eight percent (8%) commission on sales generated at that stand. The NPO to receive this percentage commission must provide proof of non-profit 501(c)(3) status prior to the event.

### **MARKETING**

To assist the Renter in increasing community awareness of the event's presence in Orange County, OCFEC agrees to provide marketing efforts as follows:

Scottish Fest signage placement on one (1) Back-Lit Kiosk for one (1) month period prior to the event. Production of signage will be the responsibility of Scottish Fest. Feature placement on the OCFEC website one (1) month prior to the event. Scottish Fest name and date placement in OCFEC's quarterly "@ The Fair" e-mail newsletter. Inclusion in monthly OCFEC press release announcing upcoming Scottish Fest event. Inclusion in the monthly OCFEC email blast that is distributed in the month of May. Distribution of Scottish Fest produced materials in OCFEC Administration Building lobby.

### **PAID PARKING**

OCFEC shall retain all parking revenues. 2023 fee is \$12.00 for General Parking and Motorcycles. It is agreed that the Renter shall not be responsible for event day parking personnel labor costs associated with "paid" parking lots.

### **PEPSI BEVERAGES**

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

### **RECYCLING / SB 1383**

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

### **SCOTCH BOOTH**

It is mutually agreed that the Renter may set up and operate a Scotch booth for the purpose of providing Scotch samples. Booth must follow all Orange County Health Department guidelines. Responsible Beverage Service Training Program/RBSTP (effective July 1, 2022) certification is required for all servers working in the Scotch booth. Booth must be staffed by an OCFEC Master Concessionaire (Oak View Group) supervisor who is responsible for overseeing pouring of Scotch samples. Renter is required to reimburse OCFEC Master Concessionaire (Oak View Group) for cost of supervisor coverage.

# EXHIBIT A

## Event Information

### **SOUND ORDINANCE**

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

### **STAFF & VOLUNTEER PARKING**

Free parking for all Scottish Fest staff and volunteers (excludes vendors) in Parking Lot J. Special parking permit issued by United Scottish Society, Inc. must be visible.

### **STATE FIRE MARSHAL**

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

### **VENDOR PARKING**

Vendor parking will be sold at \$6.00 per day by United Scottish Society, Inc. prior to the opening of the event. OCFEC Parking Sellers will not be selling the \$6.00 per day vendor passes on day(s) of show. Saturday and Sunday event day parking will be sold by OCFEC Parking Sellers at 2023 Vehicle Parking Rates.

FORM F-31

AGREEMENT NO. **R-008-23**

REVIEWED \_\_\_\_\_

DATE **March 21, 2023**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**May 10 - 15, 2023**

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

**See Exhibit A**

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

**Gem Faire**

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

**\$62,480.00**

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

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

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

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

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

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

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

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

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



# EXHIBIT A

## Event Information

<b>Event Name:</b>	Gem Faire	<b>Contract No:</b>	R-008-23
<b>Contact Person:</b>	Allen Van Volkinburgh	<b>Phone:</b>	(503) 252-8300
<b>Event Date:</b>	05/12/2023 - 05/14/2023	<b>Hours:</b>	Friday Wholesale: 10:00 AM - 12:00 PM Friday: 12:00 PM - 6:00 PM Saturday: 10:00 AM - 6:00 PM Sunday: 10:00 AM - 5:00 PM
<b>Admission Price:</b>	Adult: \$7 weekend pass (discount coupon online) Child: Under 12 Free		
<b>Vehicle Parking Fee:</b>	\$12.00 General Parking	<b>Projected Attendance:</b>	4,500

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Wednesday</b>			
Costa Mesa Building (#10)	05/10/2023 08:00 AM - 08:00 PM	Move In	2,337.50
¼ Main Mall	05/10/2023 08:00 AM - 08:00 PM	Move In	231.25
Santa Ana Pavilion (Parade of Products)	05/10/2023 08:00 AM - 08:00 PM	Move In	1,137.50
<b>Thursday</b>			
Costa Mesa Building (#10)	05/11/2023 08:00 AM - 08:00 PM	Move In	2,337.50
¼ Main Mall	05/11/2023 08:00 AM - 08:00 PM	Move In	231.25
Santa Ana Pavilion (Parade of Products)	05/11/2023 08:00 AM - 08:00 PM	Move In	1,137.50
<b>Friday</b>			
Costa Mesa Building (#10)	05/12/2023 10:00 AM - 06:00 PM	Event	4,675.00
¼ Main Mall	05/12/2023 10:00 AM - 06:00 PM	Event	462.50
Santa Ana Pavilion (Parade of Products)	05/12/2023 10:00 AM - 06:00 PM	Event	2,275.00
<b>Saturday</b>			
Costa Mesa Building (#10)	05/13/2023 10:00 AM - 06:00 PM	Event	4,675.00
¼ Main Mall	05/13/2023 10:00 AM - 06:00 PM	Event	462.50
Santa Ana Pavilion (Parade of Products)	05/13/2023 10:00 AM - 06:00 PM	Event	2,275.00
<b>Sunday</b>			
Costa Mesa Building (#10)	05/14/2023 10:00 AM - 05:00 PM	Event	4,675.00
¼ Main Mall	05/14/2023 10:00 AM - 05:00 PM	Event	462.50
Santa Ana Pavilion (Parade of Products)	05/14/2023 10:00 AM - 05:00 PM	Event	2,275.00
<b>Monday</b>			
Costa Mesa Building (#10)	05/15/2023 08:00 AM - 12:00 PM	Move Out	No Charge
¼ Main Mall	05/15/2023 08:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	05/15/2023 08:00 AM - 12:00 PM	Move Out	No Charge
<b>Total:</b>			<b>29,650.00</b>

Hosting of this event in the above specified spaces, Costa Mesa Building, ¼ Main Mall and Santa Ana Pavilion, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also insurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

**Move out must be completed by 12:00 PM Monday - May 15, 2023 to avoid additional charges.**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
50 Amp Drop	Estimate 9	9.00 EA	70.00 EA	630.00
Barricade (Metal)	Estimate 55	55.00 EA	15.00 EA	825.00
Cable Ramp	Estimate 2	2.00 EA	15.00 EA	30.00
Dumpster	Estimate 33	33.00 EA	20.00 EA	660.00
Electrical Splitter Box	Estimate 22	22.00 EA	55.00 EA	1,210.00
Electrical Usage Rate	Estimate Only	1.00 EA	3,375.00 EVT	3,375.00

# EXHIBIT A

Event Information						
Forklift	Estimate 7 Hours	7.00	HR	75.00	HR	525.00
Man Lift	Estimate 8 Hours	8.00	HR	75.00	HR	600.00
Marquee Board	04/17/2023 - 05/14/2023	4.00	WK	Included		Included
Portable Electronic Message Board	05/12/2023 - 05/14/2023	2.00	EA	75.00	EA/DAY	450.00
Public Address System (Per Building)	05/12/2023 - 05/14/2023	2.00	EA	75.00	EA/DAY	450.00
Scissor Lift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Sweeper (In-House)	Estimate 9 Hours	9.00	HR	75.00	HR	675.00
Ticket Booth (Double Window)	Estimate 1	1.00	EA	100.00	EA	100.00
Trussing Unit	Estimate 2	2.00	EA	100.00	EA	200.00
Umbrella w/Stand	TBD	TBD	EA	15.00	EA	TBD
<b>Total:</b>						<b>10,030.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<b><u>Event Operations</u></b>						
<b>Set Up</b>						
Grounds Attendant	Estimate 8 Hours	8.00	HR	27.00	HR	216.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	27.00	HR	216.00
Electrician	Estimate 11 Hours	11.00	HR	67.50	HR	742.50
<b>Event Day</b>						
Grounds Attendant Lead	05/12/2023 09:00AM - 06:00PM	1.00	EA	32.00	HR	288.00
Grounds Attendant	05/12/2023 09:00AM - 06:00PM	2.00	EA	27.00	HR	486.00
Janitorial Attendant	05/12/2023 09:00AM - 06:00PM	2.00	EA	27.00	HR	486.00
Grounds Attendant Lead	05/13/2023 09:00AM - 06:00PM	1.00	EA	32.00	HR	288.00
Grounds Attendant	05/13/2023 09:00AM - 06:00PM	2.00	EA	27.00	HR	486.00
Janitorial Attendant	05/13/2023 09:00AM - 06:00PM	2.00	EA	27.00	HR	486.00
Grounds Attendant Lead	05/14/2023 09:00AM - 05:00PM	1.00	EA	32.00	HR	256.00
Grounds Attendant	05/14/2023 09:00AM - 05:00PM	2.00	EA	27.00	HR	432.00
Janitorial Attendant	05/14/2023 09:00AM - 05:00PM	2.00	EA	27.00	HR	432.00
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	32.00	HR	160.00
Grounds Attendant	Estimate 15 Hours	15.00	HR	27.00	HR	405.00
Janitorial Attendant	Estimate 10 Hours	10.00	HR	27.00	HR	270.00
Electrician	Estimate 10 Hours	10.00	HR	67.50	HR	675.00
<b><u>Event Sales &amp; Services</u></b>						
Event Coordinator	05/12/2023 09:00AM - 06:00PM	1.00	EA	53.00	HR	477.00
Event Coordinator	05/13/2023 09:00AM - 06:00PM	1.00	EA	53.00	HR	477.00
Event Coordinator	05/14/2023 09:00AM - 05:00PM	1.00	EA	53.00	HR	424.00
<b><u>Parking</u></b>						
Parking Attendant Lead	Estimate 9 Hours	9.00	HR	32.00	HR	288.00
Parking Attendant	Estimate 18 Hours	18.00	HR	27.00	HR	486.00
<b><u>Safety &amp; Security</u></b>						
Security Attendant	05/11/2023 09:45AM - 06:00PM	4.00	EA	27.00	HR	891.00
Security Attendant - Overnight	05/11/2023 06:00PM - 07:00AM	2.00	EA	27.00	HR	702.00
Security Attendant Lead	05/12/2023 09:00AM - 06:30PM	1.00	EA	32.00	HR	304.00
Security Attendant - Daytime	05/12/2023 07:00AM - 12:00PM	2.00	EA	27.00	HR	270.00

# EXHIBIT A

Event Information							
Security Attendant - Daytime	05/12/2023 09:00AM - 06:30PM	4.00	EA	27.00	HR		1,026.00
Security Attendant - Daytime	05/12/2023 10:00AM - 06:30PM	4.00	EA	27.00	HR		918.00
Security Attendant - Overnight	05/12/2023 06:00PM - 07:00AM	2.00	EA	27.00	HR		702.00
Security Attendant Lead	05/13/2023 09:00AM - 06:30PM	1.00	EA	32.00	HR		304.00
Security Attendant - Daytime	05/13/2023 07:00AM - 12:00PM	1.00	EA	27.00	HR		135.00
Security Attendant - Daytime	05/13/2023 09:00AM - 06:30PM	4.00	EA	27.00	HR		1,026.00
Security Attendant - Daytime	05/13/2023 10:00AM - 06:30PM	4.00	EA	27.00	HR		918.00
Security Attendant - Overnight	05/13/2023 06:00PM - 07:00AM	2.00	EA	27.00	HR		702.00
Security Attendant Lead	05/14/2023 09:00AM - 05:30PM	1.00	EA	32.00	HR		272.00
Security Attendant - Daytime	05/14/2023 07:00AM - 12:00PM	1.00	EA	27.00	HR		135.00
Security Attendant - Daytime	05/14/2023 09:00AM - 05:30PM	4.00	EA	27.00	HR		918.00
Security Attendant - Daytime	05/14/2023 10:00AM - 05:30PM	4.00	EA	27.00	HR		810.00
Security Attendant	05/14/2023 04:00PM - 09:00PM	4.00	EA	27.00	HR		540.00
<b><u>Technology</u></b>							
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT		100.00
<b><u>Outside Services</u></b>							
Emergency Medical Services	05/12/2023 09:30AM - 06:30PM	2.00	EA	28.00	HR		504.00
Emergency Medical Services	05/13/2023 09:30AM - 06:30PM	2.00	EA	28.00	HR		504.00
Emergency Medical Services	05/14/2023 09:30AM - 05:30PM	2.00	EA	28.00	HR		448.00
Orange County Sheriff Services	Estimate Only	1.00	EA	1,000.00	EVT		1,000.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR		394.50
<b>Total:</b>							<b>22,000.00</b>

## Summary

Facility Rental Total	\$29,650.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$32,030.00
Refundable Deposit	\$800.00
<b>Grand Total: \$62,480.00</b>	

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$31,240.00
Second Payment	04/17/2023	\$31,240.00
<b>Total:</b>		<b>\$62,480.00</b>

Please Remit Payment in \*Check Only\*

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

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

# EXHIBIT A

## Event Information

### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

### CANNABIS EVENTS

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

### CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

### EVENT PROGRAM POLICIES AND PROCEDURES

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

### EXHIBIT V

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

### OAK VIEW GROUP dba OVG HOSPITALITY

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

### RECYCLING / SB 1383

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

### SOUND ORDINANCE

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

### STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-012-23**

REVIEWED \_\_\_\_\_

DATE **March 9, 2023**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**2023 Costa Mesa Speedway Season**

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

**See Exhibit A**

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

**2023 Costa Mesa Speedway**

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

**\$74,403.00**

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "D" "E" "F" and "V" attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

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

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

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

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

**International Speedway, Inc.**  
**P.O. Box 3334**  
**San Clemente, CA 92674**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Brad Oxley, Owner**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Costa Mesa Speedway - Spring Classic	<b>Contract No:</b>	R-012-23
<b>Contact Person:</b>	Brad Oxley	<b>Phone:</b>	(949) 492-9933
<b>Event Date:</b>	04/22/2023	<b>Hours:</b>	Gates Open: 6:00 PM Races: 7:30 PM - 10:00 PM
<b>Admission Price:</b>	Adult: \$20.00 Child: \$10.00		
<b>Vehicle Parking Fee:</b>	\$12.00 General Parking & Motorcycles	<b>Projected Attendance:</b>	1,800

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
Action Sports Arena	04/22/2023 06:00 PM - 10:00 PM	Event	2,975.00
Baja Blues Restaurant	04/22/2023 06:00 PM - 10:00 PM	Event	No Charge
<b>Total:</b>			<b>2,975.00</b>

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

Move out must be completed by 11:59 PM Saturday - April 22, 2023 to avoid additional charges.

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade (Metal)	N/A	N/A	15.00 EA	N/A
Barricade (Plastic)	Included (Spectator Safety)	125.00 EA	0.00 EA	No Charge
Bleacher Rental	Per Payment Schedule	1.00 EA	900.00 EVT	900.00
Chair (Individual)	Estimate 250	250.00 EA	0.50 EA	125.00
Dumpster	Estimate 8	8.00 EA	20.00 EA	160.00
Electrical Splitter Box	Estimate 2	2.00 EA	55.00 EA	110.00
Forklift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Marquee Board	04/16/2023 - 04/22/2023	1.00 WK	Included	Included
Sound System	Included (In Facility)	1.00 EA	Included	Included
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
<b>Total:</b>				<b>1,595.00</b>

## Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
Grounds Attendant - Arena Prep	Estimate 9 Hours	9.00 HR	27.00 HR	243.00
Janitorial Attendant	04/22/2023 01:30PM - 05:30PM	1.00 EA	27.00 HR	108.00
Electrician	Estimate 1 Hour	1.00 HR	67.50 HR	67.50
<b>Event Day</b>				
Janitorial Attendant	04/22/2023 05:30PM - 10:30PM	4.00 EA	27.00 HR	540.00
<b>Clean Up</b>				
Grounds Attendant	Estimate 3 Hours	3.00 HR	27.00 HR	81.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	27.00 HR	216.00
<b><u>Event Sales &amp; Services</u></b>				
Event Coordinator	04/22/2023 05:00PM - 10:30PM	1.00 EA	53.00 HR	291.50
<b><u>Safety &amp; Security</u></b>				
Security Attendant Lead	04/22/2023 05:00PM - 10:30PM	1.00 EA	32.00 HR	176.00
Security Attendant	04/22/2023 05:00PM - 10:30PM	6.00 EA	27.00 HR	891.00

# EXHIBIT A

## Event Information

### Outside Services

Emergency Medical Services	04/22/2023 05:30PM - 10:30PM	2.00	EA	28.00	HR	280.00
Orange County Sheriff Services	N/A		N/A		N/A	N/A
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	750.00	EVT	750.00
					<b>Total:</b>	<b>3,644.00</b>

### Summary

Facility Rental Total	\$2,975.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$5,239.00
	<b>Grand Total: \$8,214.00</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	04/25/2023	\$8,214.00
	<b>Total:</b>	<b>\$8,214.00</b>

Please Remit Payment in \*Check Only\*

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### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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### CANNABIS EVENTS

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### CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

### DRONES

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

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

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



# EXHIBIT A

## Event Information

### **EVENT PROGRAM POLICIES AND PROCEDURES**

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

### **EXHIBIT V**

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

### **OAK VIEW GROUP dba OVG HOSPITALITY**

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

### **RECYCLING / SB 1383**

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

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### **STATE FIRE MARSHAL**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Costa Mesa Speedway - Harley Night #1	<b>Contract No:</b>	R-012-23
<b>Contact Person:</b>	Brad Oxley	<b>Phone:</b>	(949) 492-9933
<b>Event Date:</b>	04/29/2023	<b>Hours:</b>	Gates Open: 6:00 PM Races: 7:30 PM - 10:00 PM
<b>Admission Price:</b>	Adult: \$20.00 Child: \$10.00		
<b>Vehicle Parking Fee:</b>	\$12.00 General Parking & Motorcycles	<b>Projected Attendance:</b>	3,000

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
Action Sports Arena	04/29/2023 06:00 PM - 10:00 PM	Event	2,975.00
Baja Blues Restaurant	04/29/2023 06:00 PM - 10:00 PM	Event	No Charge
<b>Total:</b>			<b>2,975.00</b>

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

Move out must be completed by 11:59 PM Saturday - April 29, 2023 to avoid additional charges.

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade (Metal)	N/A	N/A	15.00 EA	N/A
Barricade (Plastic)	Included (Spectator Safety)	125.00 EA	0.00 EA	No Charge
Bleacher Rental	Per Payment Schedule	1.00 EA	900.00 EVT	900.00
Chair (Individual)	Estimate 250	250.00 EA	0.50 EA	125.00
Dumpster	Estimate 8	8.00 EA	20.00 EA	160.00
Electrical Splitter Box	Estimate 2	2.00 EA	55.00 EA	110.00
Forklift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Marquee Board	04/23/2023 - 04/29/2023	1.00 WK	Included	Included
Sound System	Included (In Facility)	1.00 EA	Included	Included
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
<b>Total:</b>				<b>1,595.00</b>

## Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
Grounds Attendant - Arena Prep	Estimate 9 Hours	9.00 HR	27.00 HR	243.00
Janitorial Attendant	04/29/2023 01:30PM - 05:30PM	1.00 EA	27.00 HR	108.00
Electrician	Estimate 1 Hour	1.00 HR	67.50 HR	67.50
<b>Event Day</b>				
Janitorial Attendant	04/29/2023 05:30PM - 10:30PM	4.00 EA	27.00 HR	540.00
<b>Clean Up</b>				
Grounds Attendant	Estimate 3 Hours	3.00 HR	27.00 HR	81.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	27.00 HR	216.00
<b><u>Event Sales &amp; Services</u></b>				
Event Coordinator	04/29/2023 05:00PM - 10:30PM	1.00 EA	53.00 HR	291.50
<b><u>Safety &amp; Security</u></b>				
Security Attendant Lead	04/29/2023 05:00PM - 10:30PM	1.00 EA	32.00 HR	176.00
Security Attendant	04/29/2023 05:00PM - 10:30PM	8.00 EA	27.00 HR	1,188.00

# EXHIBIT A

## Event Information

### Outside Services

Emergency Medical Services	04/29/2023 05:30PM - 10:30PM	2.00	EA	28.00	HR	280.00
Orange County Sheriff Services	Estimate Only	1.00	EA	2,600.00	EVT	2,600.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	750.00	EVT	750.00
<b>Total:</b>						<b>6,541.00</b>

### Summary

Facility Rental Total	\$2,975.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$8,136.00
<b>Grand Total: \$11,111.00</b>	

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	05/02/2023	\$11,111.00
<b>Total:</b>		<b>\$11,111.00</b>

Please Remit Payment in \*Check Only\*

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

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### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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### CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

### DRONES

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

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

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

# EXHIBIT A

## Event Information

### **EVENT PROGRAM POLICIES AND PROCEDURES**

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

### **EXHIBIT V**

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

### **OAK VIEW GROUP dba OVG HOSPITALITY**

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

### **RECYCLING / SB 1383**

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

### **SOUND ORDINANCE**

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

### **STATE FIRE MARSHAL**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Costa Mesa Speedway - Knobby Night	<b>Contract No:</b>	R-012-23
<b>Contact Person:</b>	Brad Oxley	<b>Phone:</b>	(949) 492-9933
<b>Event Date:</b>	05/13/2023	<b>Hours:</b>	Gates Open: 6:00 PM Races: 7:30 PM - 10:00 PM
<b>Admission Price:</b>	Adult: \$20.00 Child: \$10.00		
<b>Vehicle Parking Fee:</b>	\$12.00 General Parking & Motorcycles	<b>Projected Attendance:</b>	1,800

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
Action Sports Arena	05/13/2023 06:00 PM - 10:00 PM	Event	2,975.00
Baja Blues Restaurant	05/13/2023 06:00 PM - 10:00 PM	Event	No Charge
<b>Total:</b>			<b>2,975.00</b>

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

Move out must be completed by 11:59 PM Saturday - May 13, 2023 to avoid additional charges.

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade (Metal)	N/A	N/A	15.00 EA	N/A
Barricade (Plastic)	Included (Spectator Safety)	125.00 EA	0.00 EA	No Charge
Bleacher Rental	Per Payment Schedule	1.00 EA	900.00 EVT	900.00
Chair (Individual)	Estimate 250	250.00 EA	0.50 EA	125.00
Dumpster	Estimate 8	8.00 EA	20.00 EA	160.00
Electrical Splitter Box	Estimate 2	2.00 EA	55.00 EA	110.00
Forklift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Marquee Board	05/07/2023 - 05/13/2023	1.00 WK	Included	Included
Sound System	Included (In Facility)	1.00 EA	Included	Included
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
<b>Total:</b>				<b>1,595.00</b>

## Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
Grounds Attendant - Arena Prep	Estimate 9 Hours	9.00 HR	27.00 HR	243.00
Janitorial Attendant	05/13/2023 01:30PM - 05:30PM	1.00 EA	27.00 HR	108.00
Electrician	Estimate 1 Hour	1.00 HR	67.50 HR	67.50
<b>Event Day</b>				
Janitorial Attendant	05/13/2023 05:30PM - 10:30PM	4.00 EA	27.00 HR	540.00
<b>Clean Up</b>				
Grounds Attendant	Estimate 3 Hours	3.00 HR	27.00 HR	81.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	27.00 HR	216.00
<b><u>Event Sales &amp; Services</u></b>				
Event Coordinator	05/13/2023 05:00PM - 10:30PM	1.00 EA	53.00 HR	291.50
<b><u>Safety &amp; Security</u></b>				
Security Attendant Lead	05/13/2023 05:00PM - 10:30PM	1.00 EA	32.00 HR	176.00
Security Attendant	05/13/2023 05:00PM - 10:30PM	6.00 EA	27.00 HR	891.00

# EXHIBIT A

## Event Information

### Outside Services

Emergency Medical Services	05/13/2023 05:30PM - 10:30PM	2.00	EA	28.00	HR	280.00
Orange County Sheriff Services	N/A		N/A		N/A	N/A
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	750.00	EVT	750.00
<b>Total:</b>						<b>3,644.00</b>

### Summary

Facility Rental Total	\$2,975.00	
Estimated Equipment, Reimbursable Personnel and Services Total	\$5,239.00	
<b>Grand Total:</b>		<b>\$8,214.00</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	05/16/2023	\$8,214.00
<b>Total:</b>		<b>\$8,214.00</b>

Please Remit Payment in \*Check Only\*

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

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### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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### CANNABIS EVENTS

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### CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

### DRONES

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# EXHIBIT A

## Event Information

### **EVENT PROGRAM POLICIES AND PROCEDURES**

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### **EXHIBIT V**

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

### **OAK VIEW GROUP dba OVG HOSPITALITY**

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

### **RECYCLING / SB 1383**

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

### **SOUND ORDINANCE**

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### **STATE FIRE MARSHAL**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Costa Mesa Speedway - Speedway/Hooligans	<b>Contract No:</b>	R-012-23
<b>Contact Person:</b>	Brad Oxley	<b>Phone:</b>	(949) 492-9933
<b>Event Date:</b>	05/20/2023	<b>Hours:</b>	Gates Open: 6:00 PM Races: 7:30 PM - 10:00 PM
<b>Admission Price:</b>	Adult: \$20.00 Child: \$10.00		
<b>Vehicle Parking Fee:</b>	\$12.00 General Parking & Motorcycles	<b>Projected Attendance:</b>	1,800

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
Action Sports Arena	05/20/2023 06:00 PM - 10:00 PM	Event	2,975.00
Baja Blues Restaurant	05/20/2023 06:00 PM - 10:00 PM	Event	No Charge
<b>Total:</b>			<b>2,975.00</b>

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

Move out must be completed by 11:59 PM Saturday - May 20, 2023 to avoid additional charges.

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade (Metal)	N/A	N/A	15.00 EA	N/A
Barricade (Plastic)	Included (Spectator Safety)	125.00 EA	0.00 EA	No Charge
Bleacher Rental	Per Payment Schedule	1.00 EA	900.00 EVT	900.00
Chair (Individual)	Estimate 250	250.00 EA	0.50 EA	125.00
Dumpster	Estimate 8	8.00 EA	20.00 EA	160.00
Electrical Splitter Box	Estimate 2	2.00 EA	55.00 EA	110.00
Forklift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Marquee Board	05/14/2023 - 05/20/2023	1.00 WK	Included	Included
Sound System	Included (In Facility)	1.00 EA	Included	Included
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
<b>Total:</b>				<b>1,595.00</b>

## Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
Grounds Attendant - Arena Prep	Estimate 9 Hours	9.00 HR	27.00 HR	243.00
Janitorial Attendant	05/20/2023 01:30PM - 05:30PM	1.00 EA	27.00 HR	108.00
Electrician	Estimate 1 Hour	1.00 HR	67.50 HR	67.50
<b>Event Day</b>				
Janitorial Attendant	05/20/2023 05:30PM - 10:30PM	4.00 EA	27.00 HR	540.00
<b>Clean Up</b>				
Grounds Attendant	Estimate 3 Hours	3.00 HR	27.00 HR	81.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	27.00 HR	216.00
<b><u>Event Sales &amp; Services</u></b>				
Event Coordinator	05/20/2023 05:00PM - 10:30PM	1.00 EA	53.00 HR	291.50
<b><u>Safety &amp; Security</u></b>				
Security Attendant Lead	05/20/2023 05:00PM - 10:30PM	1.00 EA	32.00 HR	176.00
Security Attendant	05/20/2023 05:00PM - 10:30PM	6.00 EA	27.00 HR	891.00



# EXHIBIT A

## Event Information

### Outside Services

Emergency Medical Services	05/20/2023 05:30PM - 10:30PM	2.00	EA	28.00	HR	280.00
Orange County Sheriff Services	N/A		N/A		N/A	N/A
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	750.00	EVT	750.00

**Total: 3,644.00**

### Summary

Facility Rental Total	\$2,975.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$5,239.00

**Grand Total: \$8,214.00**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	05/23/2023	\$8,214.00

**Total: \$8,214.00**

Please Remit Payment in \*Check Only\*

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# EXHIBIT A

## Event Information

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### **STATE FIRE MARSHAL**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Costa Mesa Speedway - Harley Night #2	<b>Contract No:</b>	R-012-23
<b>Contact Person:</b>	Brad Oxley	<b>Phone:</b>	(949) 492-9933
<b>Event Date:</b>	06/17/2023	<b>Hours:</b>	Gates Open: 6:00 PM Races: 7:30 PM - 10:00 PM
<b>Admission Price:</b>	Adult: \$20.00 Child: \$10.00		
<b>Vehicle Parking Fee:</b>	\$12.00 General Parking & Motorcycles	<b>Projected Attendance:</b>	3,000

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
Action Sports Arena	06/17/2023 06:00 PM - 10:00 PM	Event	2,975.00
Baja Blues Restaurant	06/17/2023 06:00 PM - 10:00 PM	Event	No Charge
<b>Total:</b>			<b>2,975.00</b>

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

Move out must be completed by 11:59 PM Saturday - June 17, 2023 to avoid additional charges.

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade (Metal)	N/A	N/A	15.00 EA	N/A
Barricade (Plastic)	Included (Spectator Safety)	125.00 EA	0.00 EA	No Charge
Bleacher Rental	Per Payment Schedule	1.00 EA	1,800.00 EVT	1,800.00
Chair (Individual)	Estimate 250	250.00 EA	0.50 EA	125.00
Dumpster	Estimate 8	8.00 EA	20.00 EA	160.00
Electrical Splitter Box	Estimate 2	2.00 EA	55.00 EA	110.00
Forklift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Marquee Board	06/11/2023 - 06/17/2023	1.00 WK	Included	Included
Sound System	Included (In Facility)	1.00 EA	Included	Included
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
<b>Total:</b>				<b>2,495.00</b>

## Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
Grounds Attendant - Arena Prep	Estimate 9 Hours	9.00 HR	27.00 HR	243.00
Janitorial Attendant	06/17/2023 01:30PM - 05:30PM	1.00 EA	27.00 HR	108.00
Electrician	Estimate 1 Hour	1.00 HR	67.50 HR	67.50
<b>Event Day</b>				
Janitorial Attendant	06/17/2023 05:30PM - 10:30PM	4.00 EA	27.00 HR	540.00
<b>Clean Up</b>				
Grounds Attendant	Estimate 3 Hours	3.00 HR	27.00 HR	81.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	27.00 HR	216.00
<b><u>Event Sales &amp; Services</u></b>				
Event Coordinator	06/17/2023 05:00PM - 10:30PM	1.00 EA	53.00 HR	291.50
<b><u>Safety &amp; Security</u></b>				
Security Attendant Lead	06/17/2023 05:00PM - 10:30PM	1.00 EA	32.00 HR	176.00
Security Attendant	06/17/2023 05:00PM - 10:30PM	8.00 EA	27.00 HR	1,188.00

# EXHIBIT A

## Event Information

### Outside Services

Emergency Medical Services	06/17/2023 05:30PM - 10:30PM	2.00	EA	28.00	HR	280.00
Orange County Sheriff Services	Estimate Only	1.00	EA	2,600.00	EVT	2,600.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	750.00	EVT	750.00
<b>Total:</b>						<b>6,541.00</b>

### Summary

Facility Rental Total	\$2,975.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$9,036.00
<b>Grand Total: \$12,011.00</b>	

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	06/20/2023	\$12,011.00
<b>Total:</b>		<b>\$12,011.00</b>

**Please Remit Payment in \*Check Only\***

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

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### CANOPIES / TENTS

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### DRONES

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

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

# EXHIBIT A

## Event Information

### **EVENT PROGRAM POLICIES AND PROCEDURES**

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

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

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### **STATE FIRE MARSHAL**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Costa Mesa Speedway - Harley Night Finals	<b>Contract No:</b>	R-012-23
<b>Contact Person:</b>	Brad Oxley	<b>Phone:</b>	(949) 492-9933
<b>Event Date:</b>	09/09/2023	<b>Hours:</b>	Gates Open: 6:00 PM Races: 7:30 PM - 10:00 PM
<b>Admission Price:</b>	Adult: \$20.00 Child: \$10.00		
<b>Vehicle Parking Fee:</b>	\$12.00 General Parking & Motorcycles	<b>Projected Attendance:</b>	3,000

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
Action Sports Arena	09/09/2023 06:00 PM - 10:00 PM	Event	2,975.00
Baja Blues Restaurant	09/09/2023 06:00 PM - 10:00 PM	Event	No Charge
<b>Total:</b>			<b>2,975.00</b>

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

Move out must be completed by 11:59 PM Saturday - September 9, 2023 to avoid additional charges.

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade (Metal)	N/A	N/A	15.00 EA	N/A
Barricade (Plastic)	Included (Spectator Safety)	125.00 EA	0.00 EA	No Charge
Bleacher Rental	Per Payment Schedule	1.00 EA	600.00 EVT	600.00
Chair (Individual)	Estimate 250	250.00 EA	0.50 EA	125.00
Dumpster	Estimate 8	8.00 EA	20.00 EA	160.00
Electrical Splitter Box	Estimate 2	2.00 EA	55.00 EA	110.00
Forklift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Marquee Board	09/03/2023 - 09/09/2023	1.00 WK	Included	Included
Sound System	Included (In Facility)	1.00 EA	Included	Included
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
<b>Total:</b>				<b>1,295.00</b>

## Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
Grounds Attendant - Arena Prep	Estimate 9 Hours	9.00 HR	27.00 HR	243.00
Janitorial Attendant	09/09/2023 01:30PM - 05:30PM	1.00 EA	27.00 HR	108.00
Electrician	Estimate 1 Hour	1.00 HR	67.50 HR	67.50
<b>Event Day</b>				
Janitorial Attendant	09/09/2023 05:30PM - 10:30PM	4.00 EA	27.00 HR	540.00
<b>Clean Up</b>				
Grounds Attendant	Estimate 3 Hours	3.00 HR	27.00 HR	81.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	27.00 HR	216.00
<b><u>Event Sales &amp; Services</u></b>				
Event Coordinator	09/09/2023 05:00PM - 10:30PM	1.00 EA	53.00 HR	291.50
<b><u>Safety &amp; Security</u></b>				
Security Attendant Lead	09/09/2023 05:00PM - 10:30PM	1.00 EA	32.00 HR	176.00
Security Attendant	09/09/2023 05:00PM - 10:30PM	8.00 EA	27.00 HR	1,188.00

# EXHIBIT A

## Event Information

### Outside Services

Emergency Medical Services	09/09/2023 05:30PM - 10:30PM	2.00	EA	28.00	HR	280.00
Orange County Sheriff Services	Estimate Only	1.00	EA	2,600.00	EVT	2,600.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	750.00	EVT	750.00
<b>Total:</b>						<b>6,541.00</b>

### Summary

Facility Rental Total	\$2,975.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$7,836.00
<b>Grand Total: \$10,811.00</b>	

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	09/12/2023	\$10,811.00
<b>Total:</b>		<b>\$10,811.00</b>

**Please Remit Payment in \*Check Only\***

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# EXHIBIT A

## Event Information

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### **RECYCLING / SB 1383**

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

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### **STATE FIRE MARSHAL**

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# EXHIBIT A

## Event Information

<b>Event Name:</b>	Costa Mesa Speedway - 53rd U.S. National Speedway Championship	<b>Contract No:</b>	R-012-23
		<b>Phone:</b>	(949) 492-9933
<b>Contact Person:</b>	Brad Oxley	<b>Hours:</b>	Gates Open: 6:00 PM
<b>Event Date:</b>	09/23/2023		Races: 7:30 PM - 10:00 PM
<b>Admission Price:</b>	Adult: \$20.00 Child: \$10.00		
<b>Vehicle Parking Fee:</b>	\$12.00 General Parking & Motorcycles	<b>Projected Attendance:</b>	2,000

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
Action Sports Arena	09/23/2023 06:00 PM - 10:00 PM	Event	2,975.00
Baja Blues Restaurant	09/23/2023 06:00 PM - 10:00 PM	Event	No Charge
		<b>Total:</b>	<b>2,975.00</b>

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

Move out must be completed by 11:59 PM Saturday - September 23, 2023 to avoid additional charges.

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade (Metal)	N/A	N/A	15.00 EA	N/A
Barricade (Plastic)	Included (Spectator Safety)	125.00 EA	0.00 EA	No Charge
Bleacher Rental	Per Payment Schedule	1.00 EA	600.00 EVT	600.00
Chair (Individual)	Estimate 250	250.00 EA	0.50 EA	125.00
Dumpster	Estimate 8	8.00 EA	20.00 EA	160.00
Electrical Splitter Box	Estimate 2	2.00 EA	55.00 EA	110.00
Forklift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Marquee Board	09/17/2023 - 09/23/2023	1.00 WK	Included	Included
Sound System	Included (In Facility)	1.00 EA	Included	Included
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
		<b>Total:</b>		<b>1,295.00</b>

## Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
Grounds Attendant - Arena Prep	Estimate 9 Hours	9.00 HR	27.00 HR	243.00
Janitorial Attendant	09/23/2023 01:30PM - 05:30PM	1.00 EA	27.00 HR	108.00
Electrician	Estimate 1 Hour	1.00 HR	67.50 HR	67.50
<b>Event Day</b>				
Janitorial Attendant	09/23/2023 05:30PM - 10:30PM	4.00 EA	27.00 HR	540.00
<b>Clean Up</b>				
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<b>Event Sales &amp; Services</b>				
Event Coordinator	09/23/2023 05:00PM - 10:30PM	1.00 EA	53.00 HR	291.50
<b>Safety &amp; Security</b>				
Security Attendant Lead	09/23/2023 05:00PM - 10:30PM	1.00 EA	32.00 HR	176.00
Security Attendant	09/23/2023 05:00PM - 10:30PM	6.00 EA	27.00 HR	891.00

# EXHIBIT A

## Event Information

### Outside Services

Emergency Medical Services	09/23/2023 05:30PM - 10:30PM	2.00	EA	28.00	HR	280.00
Orange County Sheriff Services	N/A		N/A		N/A	N/A
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	750.00	EVT	750.00

**Total: 3,644.00**

### Summary

Facility Rental Total	\$2,975.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$4,939.00

**Grand Total: \$7,914.00**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	09/26/2023	\$7,914.00

**Total: \$7,914.00**

Please Remit Payment in \*Check Only\*

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# EXHIBIT A

## Event Information

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### **STATE FIRE MARSHAL**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Costa Mesa Speedway - Fall Classic	<b>Contract No:</b>	R-012-23
<b>Contact Person:</b>	Brad Oxley	<b>Phone:</b>	(949) 492-9933
<b>Event Date:</b>	09/30/2023	<b>Hours:</b>	Gates Open: 6:00 PM Races: 7:30 PM - 10:00 PM
<b>Admission Price:</b>	Adult: \$20.00 Child: \$10.00		
<b>Vehicle Parking Fee:</b>	\$12.00 General Parking & Motorcycles	<b>Projected Attendance:</b>	1,800

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
Action Sports Arena	09/30/2023 06:00 PM - 10:00 PM	Event	2,975.00
Baja Blues Restaurant	09/30/2023 06:00 PM - 10:00 PM	Event	No Charge
<b>Total:</b>			<b>2,975.00</b>

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

Move out must be completed by 11:59 PM Saturday - September 30, 2023 to avoid additional charges.

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade (Metal)	N/A	N/A	15.00 EA	N/A
Barricade (Plastic)	Included (Spectator Safety)	125.00 EA	0.00 EA	No Charge
Bleacher Rental	Per Payment Schedule	1.00 EA	600.00 EVT	600.00
Chair (Individual)	Estimate 250	250.00 EA	0.50 EA	125.00
Dumpster	Estimate 8	8.00 EA	20.00 EA	160.00
Electrical Splitter Box	Estimate 2	2.00 EA	55.00 EA	110.00
Forklift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Marquee Board	09/24/2023 - 09/30/2023	1.00 WK	Included	Included
Sound System	Included (In Facility)	1.00 EA	Included	Included
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
<b>Total:</b>				<b>1,295.00</b>

## Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
Grounds Attendant - Arena Prep	Estimate 9 Hours	9.00 HR	27.00 HR	243.00
Janitorial Attendant	09/30/2023 01:30PM - 05:30PM	1.00 EA	27.00 HR	108.00
Electrician	Estimate 1 Hour	1.00 HR	67.50 HR	67.50
<b>Event Day</b>				
Janitorial Attendant	09/30/2023 05:30PM - 10:30PM	4.00 EA	27.00 HR	540.00
<b>Clean Up</b>				
Grounds Attendant	Estimate 3 Hours	3.00 HR	27.00 HR	81.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	27.00 HR	216.00
<b><u>Event Sales &amp; Services</u></b>				
Event Coordinator	09/30/2023 05:00PM - 10:30PM	1.00 EA	53.00 HR	291.50
<b><u>Safety &amp; Security</u></b>				
Security Attendant Lead	09/30/2023 05:00PM - 10:30PM	1.00 EA	32.00 HR	176.00
Security Attendant	09/30/2023 05:00PM - 10:30PM	6.00 EA	27.00 HR	891.00

# EXHIBIT A

## Event Information

### Outside Services

Emergency Medical Services	09/30/2023 05:30PM - 10:30PM	2.00	EA	28.00	HR	280.00
Orange County Sheriff Services	N/A		N/A		N/A	N/A
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	750.00	EVT	750.00

**Total: 3,644.00**

### Summary

Facility Rental Total	\$2,975.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$4,939.00

**Grand Total: \$7,914.00**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	10/03/2023	\$7,914.00

**Total: \$7,914.00**

**Please Remit Payment in \*Check Only\***

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

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

### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

### CANNABIS EVENTS

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

### CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

### DRONES

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

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

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

# EXHIBIT A

## Event Information

### **EVENT PROGRAM POLICIES AND PROCEDURES**

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

### **EXHIBIT V**

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

### **OAK VIEW GROUP dba OVG HOSPITALITY**

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

### **RECYCLING / SB 1383**

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

### **SOUND ORDINANCE**

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

### **STATE FIRE MARSHAL**

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

FORM F-31

AGREEMENT NO. **R-033-23**

REVIEWED \_\_\_\_\_

DATE **March 24, 2023**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**June 16 - 19, 2023**

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

**See Exhibit A**

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

**Repticon**

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

**\$23,331.50**

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

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

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

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

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

**Vivid Special Events, LLC**  
**141 East Central Avenue, Ste 430**  
**Winter Haven, FL 33880**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Shirley Healy, Chief Financial Officer**

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



# EXHIBIT A

## Event Information

<b>Event Name:</b>	Repticon	<b>Contract No:</b>	R-033-23
<b>Contact Person:</b>	Darlyne Mello	<b>Phone:</b>	(863) 268-4273 x200
<b>Event Date:</b>	06/17/2023 - 06/18/2023	<b>Hours:</b>	Saturday: 9:00 AM - 4:00 PM Saturday Auction: 4:30 PM - 6:00 PM Sunday: 10:00 AM - 4:00 PM
<b>Admission Price:</b>	TBD	<b>Projected Attendance:</b>	2,000
<b>Vehicle Parking Fee:</b>	\$12.00 General Parking		

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
Huntington Beach Building (#12)	06/16/2023 09:30 AM - 08:00 PM	Move In	1,837.50
<b>Saturday</b>			
Huntington Beach Building (#12)	06/17/2023 09:00 AM - 04:00 PM	Event	3,675.00
<b>Sunday</b>			
Huntington Beach Building (#12)	06/18/2023 10:00 AM - 04:00 PM	Event	3,675.00
<b>Monday</b>			
Huntington Beach Building (#12)	06/19/2023 06:00 AM - 11:59 AM	Move Out	No Charge
<b>Total:</b>			<b>9,187.50</b>

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

**Move out must be completed by 11:59 AM Monday - June 19, 2023 to avoid additional charges.**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Cable Ramp	Estimate 6	6.00 EA	15.00 EA	90.00
Dumpster	Estimate 30	30.00 EA	20.00 EA	600.00
Electrical Splitter Box	Estimate 20	20.00 EA	55.00 EA	1,100.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
Forklift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Hang Tag - 2 Day	TBD	TBD EA	12.00 EA	TBD
Marquee Board	06/12/2023 - 06/18/2023	1.00 WK	Included	Included
Portable Electronic Message Board	06/17/2023 - 06/18/2023	2.00 EA	75.00 EA/DAY	300.00
Public Address System (Per Building)	06/17/2023 - 06/18/2023	1.00 EA	75.00 EA/DAY	150.00
Scissor Lift	Estimate 7 Hours	7.00 HR	75.00 HR	525.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
<b>Total:</b>				<b>4,290.00</b>

## Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant Lead	Estimate 8 Hours	8.00 HR	32.00 HR	256.00
Grounds Attendant	Estimate 8 Hours	8.00 HR	27.00 HR	216.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	27.00 HR	216.00
Electrician	Estimate 7 Hours	7.00 HR	67.50 HR	472.50
<b>Event Day</b>				
Grounds Attendant Lead	06/17/2023 08:00AM - 05:00PM	1.00 EA	32.00 HR	288.00
Grounds Attendant	06/17/2023 08:00AM - 05:00PM	1.00 EA	27.00 HR	243.00
Janitorial Attendant	06/17/2023 08:00AM - 05:00PM	2.00 EA	27.00 HR	486.00

# EXHIBIT A

Event Information						
Grounds Attendant Lead	06/18/2023 09:00AM - 05:00PM	1.00	EA	32.00	HR	256.00
Grounds Attendant	06/18/2023 09:00AM - 05:00PM	1.00	EA	27.00	HR	216.00
Janitorial Attendant	06/18/2023 09:00AM - 05:00PM	2.00	EA	27.00	HR	432.00
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	32.00	HR	256.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	27.00	HR	216.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	27.00	HR	216.00
Electrician	Estimate 4 Hours	4.00	HR	67.50	HR	270.00
<b><u>Event Sales &amp; Services</u></b>						
Event Coordinator	06/17/2023 08:00AM - 05:00PM	1.00	EA	53.00	HR	477.00
Event Coordinator	06/18/2023 09:00AM - 05:00PM	1.00	EA	53.00	HR	424.00
<b><u>Parking</u></b>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	32.00	HR	256.00
Parking Attendant	Estimate 16 Hours	16.00	HR	27.00	HR	432.00
<b><u>Safety &amp; Security</u></b>						
Security Attendant	06/17/2023 08:00AM - 04:30PM	1.00	EA	27.00	HR	229.50
Security Attendant	06/17/2023 08:00AM - 06:30PM	1.00	EA	27.00	HR	256.50
Security Attendant	06/18/2023 09:00AM - 04:30PM	2.00	EA	27.00	HR	405.00
<b><u>Technology</u></b>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<b><u>Outside Services</u></b>						
Emergency Medical Services	06/17/2023 08:30AM - 04:30PM	2.00	EA	28.00	HR	448.00
Emergency Medical Services	06/18/2023 09:30AM - 04:30PM	2.00	EA	28.00	HR	392.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
<b>Total:</b>						<b>7,854.00</b>

## Summary

Facility Rental Total	\$9,187.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$12,144.00
Refundable Deposit	\$1,000.00
<b>Grand Total: \$22,331.50</b>	

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	04/17/2023	\$11,165.75
Second Payment	05/16/2023	\$11,165.75
<b>Total:</b>		<b>\$22,331.50</b>

Please Remit Payment in \*Check Only\*

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

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

# EXHIBIT A

## Event Information

### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

### CANNABIS EVENTS

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

### CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

### EVENT PROGRAM POLICIES AND PROCEDURES

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

### EXHIBIT V

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

### OAK VIEW GROUP dba OVG HOSPITALITY

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

### RECYCLING / SB 1383

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

### SOUND ORDINANCE

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

### STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-037-23**

REVIEWED \_\_\_\_\_

DATE **April 12, 2023**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **City of Newport Beach, a California municipal corporation and charter city** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

**WITNESSETH:**

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

**April 1 - December 31, 2023**

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

**See Exhibit A**

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

**Newport Beach Police Department Officer Training**

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

**\$125.00 per day**

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

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

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

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

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

**City of Newport Beach, a California municipal corporation and charter city**  
**870 Santa Barbara Drive**  
**Newport Beach, CA 92660**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Joseph L. Cartwright, Police Chief**

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

**EXHIBIT "A"**

<b>Event Name:</b>	Newport Beach Police Department Officer Training	<b>Contract No:</b>	R-037-23
<b>Contact Person:</b>	Bryan Gregson, Sergeant	<b>Phone:</b>	(949) 644-3744
<b>Event Dates:</b>	04/01/2023 - 12/31/2023	<b>Hours:</b>	7:00 AM - 4:00 PM

**Projected Attendance:** 15

**LOCATION(S):**

Available Parking Lot..... \$125.00 Per Day

**RENTER AGREES:**

- That this agreement covers all officer training sessions to take place in parking lots at the OC Fair & Event Center during the 2023 calendar year.
- To contact the Event Sales & Services Department at (714) 708-1572 prior to scheduling any training sessions to ensure that the location is available.
- **That an OC Fair & Event Center written confirmation approving each date and specific location is required prior to Renter scheduling a training session. This avoids any miscommunication between Renter’s attendees and the OC Fair & Event Center.**
- **To provide proof of insurance upon signing this agreement.**
- To notify the District (OCFEC) of any accident that takes place during the training. **The Safety & Security Department can be reached by phone at (714) 708-1588, 24 hours a day, or they can be located at the Safety & Security Office near Gate 5 off Arlington Drive between the hours of 6:00 AM - 12:00 Midnight.**
- To reimburse the District (OCFEC) for any out of pocket expenses related to this event/training session.
- That any and all equipment, materials and vehicles will be removed from OCFEC property after the final day of training or after each single day session.
- That alcohol brought on grounds by participants, attendees or event personnel is strictly prohibited.
- That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of your event/training session and removal from the premises.
- That damage occurring in the parking lot and/or of OCFEC property will be itemized and invoiced. Payment will be due prior to any new activity taking place at the OC Fair & Event Center.
- To limit speeds to no more than 40 MPH.
- That parking lot usage will be conducted in a safe manner, with consideration of other activities taking place at the OC Fair & Event Center. To ensure safety within and around your event, the District (OCFEC) may, at the expense of the Renter, construct a barrier around the perimeter of the driving portion of the event. Renter will be responsible for all further necessary precautions in and around the event/training session.

**ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES**

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

### **CANNABIS EVENTS**

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

### **EVENT PROGRAM POLICIES AND PROCEDURES**

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

### **EXHIBIT V**

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

### **OAK VIEW GROUP dba OVG HOSPITALITY**

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

### **RECYCLING / SB 1383**

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

### **SOUND ORDINANCE**

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

### **STATE FIRE MARSHAL**

Event footprint capacity will be determined by State Fire Marshal. City of Newport Beach, a California municipal corporation and charter city must comply with all California State Fire Codes. State Fire Marshal may require changes to event layout. If so, City of Newport Beach, a California municipal corporation and charter city must execute changes within the specified time frame.

FORM F-31

AGREEMENT NO. **R-069-23**

REVIEWED \_\_\_\_\_

DATE **March 27, 2023**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**April 13 - 17, 2023**

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

**See Exhibit A**

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

**Dia del Niño**

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

**\$17,031.79**

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

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



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

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

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

**Arts Orange County  
17620 Fitch Avenue, Suite 255  
Irvine, CA 92614**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Richard Stein, President & CEO**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Dia del Niño	<b>Contract No:</b>	R-069-23
<b>Contact Person:</b>	Richard Stein	<b>Phone:</b>	(714) 556-5460 x17
<b>Event Date:</b>	04/15/2023 - 04/16/2023	<b>Hours:</b>	Saturday: 10:00 AM - 5:00 PM Sunday: 10:00 AM - 5:00 PM
<b>Admission Price:</b>	Free		
<b>Vehicle Parking Fee:</b>	\$12.00 General Parking	<b>Projected Attendance:</b>	1,500

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Thursday</b>			
Plaza Pacifica	04/13/2023 08:00 AM - 05:00 PM	Move In	825.00
<b>Friday</b>			
Plaza Pacifica	04/14/2023 08:00 AM - 05:00 PM	Move In	825.00
<b>Saturday</b>			
Plaza Pacifica	04/15/2023 10:00 AM - 05:00 PM	Event	1,650.00
<b>Sunday</b>			
Plaza Pacifica	04/16/2023 10:00 AM - 05:00 PM	Event	1,650.00
<b>Monday</b>			
Plaza Pacifica	04/17/2023 06:00 AM - 11:59 AM	Move Out	No Charge

**Imaginology Total: 4,950.00**

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

**Move out must be completed by 11:59 AM Monday - April 17, 2023 to avoid additional charges.**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	Estimate 1	1.00 EA	70.00 EA	70.00
Dumpster	Estimate 5	5.00 EA	20.00 EA	100.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	300.00 EVT	300.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Man Lift	TBD	TBD HR	75.00 HR	TBD
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Stanchion	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Rental Audio Package (Stage)	Estimate 1	1.00 EA	3,775.00 EA	3,775.00
Rental Canopy (10' x 10')	Estimate 3	3.00 EA	134.17 EA	402.51
Rental Canopy (20' x 40')	Estimate 1	1.00 EA	1,200.00 EA	1,200.00
Rental Folding Chair	Estimate 350	350.00 EA	1.09 EA	381.50
Rental Stage Package w/Truss Shade	Estimate 1	1.00 EA	5,725.00 EA	5,725.00
Rental Table (8')	Estimate 51	51.00 EA	16.13 EA	822.63
Rental Umbrella	Estimate 35	35.00 EA	38.49 EA	1,347.15

**Arts Orange County Total: 14,423.79**

## Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Arts Orange County</b>				
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 8 Hours	8.00 HR	27.00 HR	216.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	27.00 HR	216.00
Electrician	Estimate 2 Hours	2.00 HR	67.50 HR	135.00

# EXHIBIT A

## Event Information

### Clean Up

Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	32.00	HR	128.00
Grounds Attendant	Estimate 6 Hours	6.00	HR	27.00	HR	162.00
Janitorial Attendant	Estimate 6 Hours	6.00	HR	27.00	HR	162.00
Electrician	Estimate 2 Hours	2.00	HR	67.50	HR	135.00

### Event Sales & Services

Event Coordinator	04/15/2023 09:00AM - 06:00PM	1.00	EA	53.00	HR	477.00
Event Coordinator	04/16/2023 09:00AM - 06:00PM	1.00	EA	53.00	HR	477.00

**Arts Orange County Total: 2,108.00**

### Imaginology

#### Event Operations

##### Event Day

Grounds Attendant	04/15/2023 09:00AM - 06:00PM	1.00	EA	27.00	HR	243.00
Janitorial Attendant	04/15/2023 09:00AM - 06:00PM	2.00	EA	27.00	HR	486.00
Electrician	TBD	TBD	EA	67.50	HR	TBD
Grounds Attendant	04/16/2023 09:00AM - 06:00PM	1.00	EA	27.00	HR	243.00
Janitorial Attendant	04/16/2023 09:00AM - 06:00PM	2.00	EA	27.00	HR	486.00
Electrician	TBD	TBD	EA	67.50	HR	TBD

**Imaginology Total: 1,458.00**

### Summary

#### Arts Orange County

Estimated Equipment, Reimbursable Personnel and Services Total	\$16,531.79
Refundable Deposit	\$500.00

**Arts Orange County Grand Total: \$17,031.79**

#### OCFEC

Facility Rental Total	\$4,950.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$1,458.00

**Imaginology Grand Total: \$6,408.00**

### Payment Schedule

#### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$17,031.79
<b>Total:</b>		<b>\$17,031.79</b>

**Please Remit Payment in \*Check Only\***

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

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

#### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

# EXHIBIT A

## Event Information

### CANNABIS EVENTS

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

### CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

### DRONES

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

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

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

### EVENT PROGRAM POLICIES AND PROCEDURES

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

### EXHIBIT V

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

### MARKETING

All marketing must be coordinated with and approved by OCFEC Communications and Marketing Departments.

### OAK VIEW GROUP dba OVG HOSPITALITY

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

### RECYCLING / SB 1383

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

### SOUND ORDINANCE

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

# EXHIBIT A

## Event Information

### STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-075-23**

DATE **April 11, 2023**

REVIEWED \_\_\_\_\_

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Adentope, Inc. dba Japan Product Promotion** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

**WITNESSETH:**

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

**October 26 - 30, 2023**

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

**See Exhibit A**

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

**OC Japan Fair**

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

**\$90,528.50**

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

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

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

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

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

**Adentope, Inc. dba Japan Product Promotion**  
**1405 Marceline Avenue, #104**  
**Torrance, CA 90501**

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

By \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Masataka Taguchi, Producer**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	OC Japan Fair	<b>Contract No:</b>	R-075-23
<b>Contact Person:</b>	Masataka Taguchi	<b>Phone:</b>	(310) 782-8279
<b>Event Date:</b>	10/27/2023 - 10/29/2023	<b>Hours:</b>	Friday: 5:00 PM - 11:00 PM Saturday: 12:00 PM - 10:00 PM Sunday: 10:00 AM - 5:00 PM
<b>Admission Price:</b>	\$10.00	<b>Projected Attendance:</b>	40,000
<b>Vehicle Parking Fee:</b>	\$12.00 General Parking		

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Thursday</b>			
Parking Lot I	10/26/2023 07:00 AM - 05:00 PM	Move In	1,075.00
<b>Friday</b>			
Los Alamitos Building (#14)	10/27/2023 05:00 PM - 11:00 PM	Event	3,275.00
Parking Lot I	10/27/2023 05:00 PM - 11:00 PM	Event	2,150.00
<b>Saturday</b>			
Los Alamitos Building (#14)	10/28/2023 12:00 PM - 10:00 PM	Event	3,275.00
Parking Lot I	10/28/2023 12:00 PM - 10:00 PM	Event	2,150.00
<b>Sunday</b>			
Los Alamitos Building (#14)	10/29/2023 10:00 AM - 05:00 PM	Event	3,275.00
Parking Lot I	10/29/2023 10:00 AM - 05:00 PM	Event	2,150.00
<b>Monday</b>			
Los Alamitos Building (#14)	10/30/2023 07:00 AM - 11:59 AM	Move Out	No Charge
Parking Lot I	10/30/2023 07:00 AM - 11:59 AM	Move Out	No Charge
<b>Total:</b>			<b>17,350.00</b>

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

**Move out must be completed by 11:59 AM Monday - October 30, 2023 to avoid additional charges.**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 4	4.00 EA	25.00 EA	100.00
50 Amp Drop	Estimate 1	1.00 EA	70.00 EA	70.00
100 Amp Drop	Estimate 1	1.00 EA	180.00 EA	180.00
200 Amp Drop	Estimate 1	1.00 EA	360.00 EA	360.00
40 Yard Dumpster	Estimate 5	5.00 EA	234.00 EA	1,170.00
4-Channel Audio Mixer	Estimate 1	1.00 EA	35.00 EA	35.00
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	Estimate 50	50.00 EA	15.00 EA	750.00
Dumpster	TBD	TBD EA	20.00 EA	TBD
Electrical Splitter Box	Estimate 50	50.00 EA	55.00 EA	2,750.00
Electrical Usage Rate	Estimate Only	1.00 EA	2,650.00 EVT	2,650.00
Forklift	Estimate 45 Hours	45.00 HR	75.00 HR	3,375.00
Forklift (40 Yard Dumpsters)	Estimate 30 Hours	30.00 HR	75.00 HR	2,250.00
Hang Tag - 3 Day	Estimate 275	275.00 EA	18.00 EA	4,950.00
Marquee Board	10/02/2023 - 10/29/2023	4.00 WK	Included	Included
Picnic Table (Rectangular & Round)	Estimate 100	100.00 EA	15.00 EA	1,500.00
Portable Electronic Message Board	10/27/2023 - 10/29/2023	2.00 EA	75.00 EA/DAY	450.00
Pressure Washer	TBD	TBD HR	75.00 HR	TBD



# EXHIBIT A

Event Information						
Public Address System (Per Building)	10/27/2023 - 10/29/2023	1.00	EA	75.00	EA/DAY	225.00
Scissor Lift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 15 Hours	15.00	HR	75.00	HR	1,125.00
Ticket Booth (Double Window)	Estimate 2	2.00	EA	100.00	EA	200.00
Tonnage Weight (40 Yard Dumpster)	Estimate 8 Tons	8.00	TON	90.00	TON	720.00
Umbrella w/Stand	Estimate 100	100.00	EA	15.00	EA	1,500.00
Water Truck (Includes Water)	Estimate 1 Hour	1.00	HR	80.00	HR	80.00
<b>Total:</b>						<b>24,740.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<b><u>Event Operations</u></b>						
<b>Set Up</b>						
Grounds Attendant	Estimate 32 Hours	32.00	HR	27.00	HR	864.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	27.00	HR	432.00
Electrician	Estimate 26 Hours	26.00	HR	67.50	HR	1,755.00
Plumber	Estimate 8 Hours	8.00	HR	67.50	HR	540.00
<b>Event Day</b>						
Grounds Attendant Lead	10/27/2023 03:00PM - 12:00AM	1.00	EA	32.00	HR	288.00
Grounds Attendant	10/27/2023 03:00PM - 12:00AM	4.00	EA	27.00	HR	972.00
Janitorial Attendant Lead	10/27/2023 03:00PM - 12:00AM	1.00	EA	32.00	HR	288.00
Janitorial Attendant	10/27/2023 03:00PM - 12:00AM	10.00	EA	27.00	HR	2,430.00
Electrician	10/27/2023 03:00PM - 12:00AM	1.00	EA	67.50	HR	607.50
Grounds Attendant Lead	10/28/2023 11:00AM - 11:00PM	1.00	EA	32.00	HR	384.00
Grounds Attendant	10/28/2023 11:00AM - 11:00PM	4.00	EA	27.00	HR	1,296.00
Janitorial Attendant Lead	10/28/2023 11:00AM - 11:00PM	1.00	EA	32.00	HR	384.00
Janitorial Attendant	10/28/2023 11:00AM - 11:00PM	10.00	EA	27.00	HR	3,240.00
Electrician	10/28/2023 11:00AM - 11:00PM	1.00	EA	67.50	HR	810.00
Grounds Attendant Lead	10/29/2023 09:00AM - 06:00PM	1.00	EA	32.00	HR	288.00
Grounds Attendant	10/29/2023 09:00AM - 06:00PM	4.00	EA	27.00	HR	972.00
Janitorial Attendant Lead	10/29/2023 09:00AM - 06:00PM	1.00	EA	32.00	HR	288.00
Janitorial Attendant	10/29/2023 09:00AM - 06:00PM	10.00	EA	27.00	HR	2,430.00
Electrician	10/29/2023 09:00AM - 05:00PM	1.00	EA	67.50	HR	540.00
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	32.00	HR	160.00
Grounds Attendant	Estimate 25 Hours	25.00	HR	27.00	HR	675.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	27.00	HR	432.00
Electrician	Estimate 22 Hours	22.00	HR	67.50	HR	1,485.00
Plumber	Estimate 6 Hours	6.00	HR	67.50	HR	405.00
<b><u>Event Sales &amp; Services</u></b>						
Event Coordinator	10/27/2023 04:00PM - 12:00AM	1.00	EA	53.00	HR	424.00
Event Coordinator	10/28/2023 11:00AM - 11:00PM	1.00	EA	53.00	HR	636.00
Event Coordinator	10/29/2023 09:00AM - 06:00PM	1.00	EA	53.00	HR	477.00
<b><u>Parking</u></b>						
Parking Attendant Lead	Estimate 9 Hours	9.00	HR	32.00	HR	288.00
Parking Attendant	Estimate 27 Hours	27.00	HR	27.00	HR	729.00

# EXHIBIT A

## Event Information

### Safety & Security

Security Attendant Lead	10/27/2023 04:00PM - 11:30PM	1.00	EA	32.00	HR	240.00
Security Attendant	10/27/2023 04:00PM - 11:30PM	14.00	EA	27.00	HR	2,835.00
Security Attendant - Overnight	10/27/2023 11:00PM - 08:00AM	1.00	EA	27.00	HR	243.00
Security Attendant Lead	10/28/2023 11:00AM - 10:30PM	1.00	EA	32.00	HR	368.00
Security Attendant	10/28/2023 11:00AM - 10:30PM	14.00	EA	27.00	HR	4,347.00
Security Attendant - Overnight	10/28/2023 10:00PM - 08:00AM	1.00	EA	27.00	HR	270.00
Security Attendant Lead	10/29/2023 09:00AM - 05:30PM	1.00	EA	32.00	HR	272.00
Security Attendant	10/29/2023 09:00AM - 05:30PM	14.00	EA	27.00	HR	3,213.00

### Technology

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

Emergency Medical Services	10/27/2023 04:30PM - 11:30PM	3.00	EA	28.00	HR	588.00
Emergency Medical Services	10/28/2023 11:30AM - 10:30PM	4.00	EA	28.00	HR	1,232.00
Emergency Medical Services	10/29/2023 09:30AM - 05:30PM	4.00	EA	28.00	HR	896.00
Sound Engineer	10/27/2023 - 10/29/2023	1.00	EA	800.00	EA/DAY	2,400.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	5.00	HR	263.00	HR	1,315.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	3,100.00	EVT	3,100.00

**Total: 45,938.50**

### Summary

Facility Rental Total	\$17,350.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$70,678.50
Refundable Deposit	\$2,500.00

**Grand Total: \$90,528.50**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	07/26/2023	\$30,176.50
Second Payment	08/25/2023	\$30,176.00
Third Payment	09/26/2023	\$30,176.00

**Total: \$90,528.50**

**Please Remit Payment in \*Check Only\***

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

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

### 3-COMPARTMENT SINKS

All 3-compartment sinks must be on-site for installation by no later than **8:00 AM on Friday, October 27, 2023**. Late arrivals may result in an increase above the number of Plumber setup hours listed on Exhibit A. Additional Plumber labor is \$67.50 per hour.

# EXHIBIT A

## Event Information

### **ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES**

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

### **BANNERS**

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

### **CANNABIS EVENTS**

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

### **CANOPIES / TENTS**

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

### **DRONES**

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

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

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

### **EVENT PROGRAM POLICIES AND PROCEDURES**

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

### **EXHIBIT V**

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

### **GLASS**

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

### **HEALTH DEPARTMENT**

Renter has agreed to be the Health Department coordinator for all food and beverage vendors at the 2023 OC Japan Fair.

### **OUTSIDE FOOD VENDORS**

OVG Hospitality, the OCFEC Master Concessionaire will allow Adentope, Inc. dba Japan Product Promotion to operate independent food booths at \$175.00 per each 10'x10' space for the first thirty (30) food booths. Each food booth in excess of the first thirty (30) 10'x10' spaces will be charged \$150.00 per space. OVG Hospitality will invoice Adentope, Inc. dba Japan Product Promotion for the total amount due and will require full payment prior to the start of the event. Payment must be made by no later than **Thursday, October 26, 2023.**

### **OAK VIEW GROUP dba OVG HOSPITALITY**

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

# EXHIBIT A

## Event Information

### PARKING LOT I

All food vendors in Parking Lot I must cover the ground surface with a non-flammable tarp.

### PEPSI BEVERAGES

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

### PROPANE

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

### RECYCLING / SB 1383

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

### SOUND ORDINANCE

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

### STATE FIRE MARSHAL

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

### TEMPORARY STRUCTURES

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

FORM F-31

AGREEMENT NO. **R-078-23**

REVIEWED \_\_\_\_\_

DATE **April 3, 2023**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **California Online Public Schools** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

**WITNESSETH:**

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

**June 1, 2023**

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

**See Exhibit A**

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

**California Connections Academy - End of Year Festival**

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

**\$15,405.00**

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

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

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

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

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

**California Online Public Schools**  
**33272 Valle Road**  
**San Juan Capistrano, CA 92675**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Richie Romero, Executive Director**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	California Connections Academy - End of Year Festival	<b>Contract No:</b>	R-078-23
		<b>Phone:</b>	(949) 328-6460
<b>Contact Person:</b>	Kimberley Benumof	<b>Hours:</b>	10:00 AM - 2:00 PM
<b>Event Date:</b>	06/01/2023		
<b>Admission Price:</b>	No Charge ( <i>Private Event</i> )		
<b>Vehicle Parking Fee:</b>	\$12.00 General Parking	<b>Projected Attendance:</b>	1,200

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Thursday</b>			
Country Meadows	06/01/2023 07:00 AM - 10:00 AM	Move In	No Charge
Huntington Beach Building (#12)	06/01/2023 07:00 AM - 10:00 AM	Move In	No Charge
Country Meadows	06/01/2023 10:00 AM - 02:00 PM	Event	2,050.00
Huntington Beach Building (#12)	06/01/2023 10:00 AM - 02:00 PM	Event	3,675.00
<b>Total:</b>			<b>5,725.00</b>

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

**Move out must be completed by 11:59 PM Thursday - June 1, 2023 to avoid additional charges.**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
10 MB Internet - Hard Line	06/01/2023	2.00 EA	150.00 EA/DAY	300.00
Chair (Individual)	Estimate 70	70.00 EA	2.50 EA	175.00
Dumpster	Estimate 7	7.00 EA	20.00 EA	140.00
Electrical Splitter Box	Estimate 4	4.00 EA	55.00 EA	220.00
Electrical Usage Rate	Estimate Only	1.00 EA	350.00 EVT	350.00
Forklift	Estimate 12 Hours	12.00 HR	75.00 HR	900.00
Hang Tag - 1 Day	Estimate 175	175.00 EA	6.00 EA	1,050.00
Picnic Table (Rectangular & Round)	Estimate 46	46.00 EA	15.00 EA	690.00
Portable Electronic Message Board	06/01/2023	2.00 EA	75.00 EA/DAY	150.00
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Wireless Internet Router	Estimate 2	2.00 EA	75.00 EA	150.00
<b>Total:</b>				<b>4,275.00</b>

## Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 8 Hours	8.00 HR	27.00 HR	216.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	27.00 HR	108.00
Electrician	Estimate 1 Hour	1.00 HR	67.50 HR	67.50
<b>Event Day</b>				
Grounds Attendant Lead	06/01/2023 09:00AM - 03:00PM	1.00 EA	32.00 HR	192.00
Grounds Attendant	06/01/2023 09:00AM - 03:00PM	1.00 EA	27.00 HR	162.00
Janitorial Attendant	06/01/2023 09:00AM - 03:00PM	4.00 EA	27.00 HR	648.00
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	32.00 HR	128.00
Grounds Attendant	Estimate 8 Hours	8.00 HR	27.00 HR	216.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	27.00 HR	108.00
Electrician	Estimate 2 Hours	2.00 HR	67.50 HR	135.00

# EXHIBIT A

## Event Information

### Event Sales & Services

Event Coordinator	06/01/2023 09:00AM - 03:00PM	1.00	EA	53.00	HR	318.00
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### Parking

Parking Attendant	Estimate 5 Hours	5.00	HR	27.00	HR	135.00
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### Safety & Security

Security Attendant Lead	06/01/2023 09:00AM - 02:30PM	1.00	EA	32.00	HR	176.00
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Security Attendant (Bag Check)	06/01/2023 09:00AM - 01:00PM	3.00	EA	27.00	HR	324.00
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Security Attendant	06/01/2023 09:00AM - 02:30PM	2.00	EA	27.00	HR	297.00
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### Outside Services

Emergency Medical Services	06/01/2023 09:30AM - 02:30PM	2.00	EA	28.00	HR	280.00
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State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
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**Total: 3,905.00**

### Summary

Facility Rental Total	\$5,725.00
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Estimated Equipment, Reimbursable Personnel and Services Total	\$8,180.00
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Refundable Deposit	\$1,500.00
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**Grand Total: \$15,405.00**

### Payment Schedule

#### Payment Schedule

First Payment	<u>Due Date</u> <i>Upon Signing</i>	<u>Amount</u> \$7,702.50
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Second Payment	05/01/2023	\$7,702.50
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**Total: \$15,405.00**

**Please Remit Payment in \*Check Only\***

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

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

### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

### ALCOHOL

Alcohol brought on the grounds by attendees or show personnel is strictly prohibited. Only OVG Hospitality, the OCFEC Master Concessionaire shall serve alcoholic beverages on OCFEC property.

### CANNABIS EVENTS

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



# EXHIBIT A

## Event Information

### CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

### DRONES

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

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

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

### EVENT PROGRAM POLICIES AND PROCEDURES

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

### EXHIBIT V

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

### OAK VIEW GROUP dba OVG HOSPITALITY

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

### OUTSIDE FOOD & BEVERAGE

OVG Hospitality agrees to allow California Connections Academy Southern California attendees to bring in outside food and beverage. Glass bottles and cans brought on the grounds by attendees is strictly prohibited. OVG Hospitality will have concessions food and beverage services available for attendees.

### RECYCLING / SB 1383

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

### SOUND ORDINANCE

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

# EXHIBIT A

## Event Information

### STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-079-23**

REVIEWED \_\_\_\_\_

DATE **April 7, 2023**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**June 16 - 19, 2023**

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

**See Exhibit A**

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

**SoCAL World Guitar Show**

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

**\$19,226.00**

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

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

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

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

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

**Tex\*us Guitar Shows, Inc.**  
**P.O. Box 999**  
**Sperry, OK 74073**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Larry Briggs, Promoter**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	SoCAL World Guitar Show	<b>Contract No:</b>	R-079-23
<b>Contact Person:</b>	Larry Briggs	<b>Phone:</b>	(918) 288-2222
<b>Event Date:</b>	06/17/2023 - 06/18/2023	<b>Hours:</b>	Saturday: 10:00 AM - 5:00 PM Sunday: 10:00 AM - 4:00 PM
<b>Admission Price:</b>	\$20.00		
<b>Vehicle Parking Fee:</b>	\$12.00 General Parking	<b>Projected Attendance:</b>	800

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
The Hangar	06/16/2023 06:00 AM - 10:00 PM	Move In	1,937.50
<b>Saturday</b>			
The Hangar	06/17/2023 10:00 AM - 05:00 PM	Event	3,875.00
<b>Sunday</b>			
The Hangar	06/18/2023 10:00 AM - 04:00 PM	Event	3,875.00
<b>Monday</b>			
The Hangar	06/19/2023 06:00 AM - 11:59 AM	Move Out	No Charge
<b>Total:</b>			<b>9,687.50</b>

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

**Move out must be completed by 11:59 AM Monday - June 19, 2023 to avoid additional charges.**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 6	6.00 EA	20.00 EA	120.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	800.00 EVT	800.00
Hang Tag - 2 Day	TBD	TBD EA	12.00 EA	TBD
Marquee Board	06/12/2023 - 06/18/2023	1.00 WK	Included	Included
Portable Electronic Message Board	06/17/2023 - 06/18/2023	2.00 EA	75.00 EA/DAY	300.00
Public Address System (Per Building)	06/17/2023 - 06/18/2023	1.00 EA	75.00 EA/DAY	150.00
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Stanchion	Estimate 12	12.00 EA	5.00 EA	60.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
<b>Total:</b>				<b>1,655.00</b>

## Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 10 Hours	10.00 HR	27.00 HR	270.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	27.00 HR	108.00
Electrician	Estimate 1 Hour	1.00 HR	67.50 HR	67.50
<b>Event Day</b>				
Grounds Attendant Lead	06/17/2023 09:00AM - 06:00PM	1.00 EA	32.00 HR	288.00
Grounds Attendant	06/17/2023 09:00AM - 06:00PM	1.00 EA	27.00 HR	243.00
Janitorial Attendant	06/17/2023 09:00AM - 06:00PM	2.00 EA	27.00 HR	486.00

# EXHIBIT A

Event Information						
Grounds Attendant Lead	06/18/2023 09:00AM - 05:00PM	1.00	EA	32.00	HR	256.00
Grounds Attendant	06/18/2023 09:00AM - 05:00PM	1.00	EA	27.00	HR	216.00
Janitorial Attendant	06/18/2023 09:00AM - 05:00PM	2.00	EA	27.00	HR	432.00
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 3 Hours	3.00	HR	32.00	HR	96.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	27.00	HR	216.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	27.00	HR	108.00
Electrician	Estimate 1 Hour	1.00	HR	67.50	HR	67.50
<b><u>Event Sales &amp; Services</u></b>						
Event Coordinator	06/17/2023 09:00AM - 06:00PM	1.00	EA	53.00	HR	477.00
Event Coordinator	06/18/2023 09:00AM - 05:00PM	1.00	EA	53.00	HR	424.00
<b><u>Parking</u></b>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	32.00	HR	256.00
Parking Attendant	Estimate 16 Hours	16.00	HR	27.00	HR	432.00
<b><u>Safety &amp; Security</u></b>						
Security Attendant	06/17/2023 09:00AM - 05:30PM	3.00	EA	27.00	HR	688.50
Security Attendant	06/18/2023 09:00AM - 04:30PM	3.00	EA	27.00	HR	607.50
<b><u>Technology</u></b>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<b><u>Outside Services</u></b>						
Emergency Medical Services	06/17/2023 09:30AM - 05:30PM	1.00	EA	28.00	HR	224.00
Emergency Medical Services	06/18/2023 09:30AM - 04:30PM	1.00	EA	28.00	HR	196.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
<b><u>Insurance</u></b>						
S.E.L.I. Insurance	06/17/2023 - 06/18/2023	1.00	EA	115.00	EA/DAY	230.00
<i>(Includes coverage for Move In/ Move Out period listed on Rental Agreement)</i>						
<b>Total:</b>						<b>6,883.50</b>
<b>Summary</b>						
Facility Rental Total						\$9,687.50
Estimated Equipment, Reimbursable Personnel and Services Total						\$8,538.50
Refundable Deposit						\$1,000.00
<b>Grand Total:</b>						<b>\$19,226.00</b>

## Payment Schedule

<b><u>Payment Schedule</u></b>	<b><u>Due Date</u></b>	<b><u>Amount</u></b>
First Payment	Upon Signing	\$9,613.00
Second Payment	05/16/2023	\$9,613.00
<b>Total:</b>		<b>\$19,226.00</b>

**Please Remit Payment in \*Check Only\***

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

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

# EXHIBIT A

## Event Information

### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

### CANNABIS EVENTS

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

### CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

### EVENT PROGRAM POLICIES AND PROCEDURES

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

### EXHIBIT V

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

### OAK VIEW GROUP dba OVG HOSPITALITY

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

### RECYCLING / SB 1383

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

### SOUND ORDINANCE

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

### STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-080-23**

REVIEWED \_\_\_\_\_

DATE **April 14, 2023**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**May 24 - 26, 2023**

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

**See Exhibit A**

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

**OCC Commencement**

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

**\$23,117.50 Budget Relieving Trade**

**\$41,077.25 Payment**

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

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



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

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

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

**Coast Community College District**  
**1370 Adams Avenue**  
**Costa Mesa, CA 92626**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Whitney Yamamura, Ed.D., Chancellor**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	OCC Commencement	<b>Contract No:</b>	R-080-23
<b>Contact Person:</b>	Michelle Khuong	<b>Phone:</b>	(714) 432-5773
<b>Event Date:</b>	05/25/2023 - 05/26/2023	<b>Hours:</b>	<b>Thursday</b> Rehearsal: 12:00 PM - 2:00 PM <b>Friday</b> Doors: 4:00 PM Commencement: 5:30 PM - 7:30 PM Reception: 7:30 PM - 9:00 PM
<b>Vehicle Parking Fee:</b>	No Charge (Private Event)	<b>Projected Attendance:</b>	6,000

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Wednesday</b>			
Pacific Amphitheatre ( <i>IATSE Load In</i> )	05/24/2023 09:00 AM - 05:00 PM	Move In	Included*
<b>Thursday</b>			
Pacific Amphitheatre	05/25/2023 08:00 AM - 05:00 PM	Move In	4,637.50*
½ Parking Lot F	05/25/2023 08:00 AM - 05:00 PM	Move In	Included*
Pacific Amphitheatre ( <i>Rehearsal &amp; BBQ</i> )	05/25/2023 12:00 PM - 02:00 PM	Event	Included*
½ Parking Lot F ( <i>Rehearsal &amp; BBQ</i> )	05/25/2023 12:00 PM - 02:00 PM	Event	1,075.00*
<b>Friday</b>			
Pacific Amphitheatre	05/26/2023 05:30 PM - 07:30 PM	Event	9,275.00*
½ Parking Lot D ( <i>Reception</i> )	05/26/2023 07:30 PM - 09:00 PM	Event	1,075.00*
½ Parking Lot F	05/26/2023 08:00 AM - 07:30 PM	Event	1,075.00*
<b>*Budget relieving trade.</b>		<b>*Total:</b>	<b>17,137.50</b>

Hosting of this event in the above specified spaces, Pacific Amphitheatre, ½ Parking Lot D, ½ Parking Lot F, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 PM Friday - May 26, 2023 to avoid additional charges.

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
10 MB Internet - Hard Line	05/26/2023	2.00 EA	150.00 EA/DAY	300.00*
Barricade (Metal)	Estimate 130	130.00 EA	15.00 EA	1,950.00*
Barricade (Plastic)	Estimate 100	100.00 EA	15.00 EA	1,500.00*
Bench (Metal)	Estimate 15	15.00 EA	15.00 EA	225.00*
Chair (Individual)	Estimate 200	200.00 EA	2.50 EA	500.00*
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00*
Forklift	Estimate 11 Hours	11.00 HR	75.00 HR	825.00*
Portable Electronic Message Board	05/26/2023	2.00 EA	75.00 EA/DAY	150.00*
Stanchion	Estimate 50	50.00 EA	5.00 EA	250.00*
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00*
Wireless Internet Router	Estimate 1	1.00 HR	75.00 EA	75.00*
<b>*Budget relieving trade.</b>			<b>*Total:</b>	<b>5,980.00</b>
<b>Hard Cost</b>				
Dumpster	Estimate 6	6.00 EA	20.00 EA	120.00
Electrical Usage Rate	Estimate Only	1.00 EA	650.00 EVT	650.00
			<b>Total:</b>	<b>770.00</b>

# EXHIBIT A

## Event Information

### Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 40 Hours	40.00 HR	27.00 HR	1,080.00
Janitorial Attendant	Estimate 24 Hours	24.00 HR	27.00 HR	648.00
Electrician	Estimate 2 Hours	2.00 HR	67.50 HR	135.00
<b>Event Day</b>				
Grounds Attendant Lead	05/26/2023 03:00PM - 09:00PM	1.00 EA	32.00 HR	192.00
Grounds Attendant	05/26/2023 03:00PM - 09:00PM	4.00 EA	27.00 HR	648.00
Janitorial Attendant Lead	05/26/2023 03:00PM - 09:00PM	1.00 EA	32.00 HR	192.00
Janitorial Attendant (Backstage)	05/26/2023 07:00AM - 09:00PM	1.00 EA	27.00 HR	378.00
Janitorial Attendant	05/26/2023 03:00PM - 09:00PM	8.00 EA	27.00 HR	1,296.00
Electrician	05/26/2023 03:00PM - 09:00PM	1.00 EA	67.50 HR	405.00
<b>Clean Up</b>				
Grounds Attendant	Estimate 24 Hours	24.00 HR	27.00 HR	648.00
Janitorial Attendant	Estimate 10 Hours	10.00 HR	27.00 HR	270.00
Electrician	Estimate 1 Hour	1.00 HR	67.50 HR	67.50
<b><u>Event Sales &amp; Services</u></b>				
Event Coordinator	05/26/2023 03:00PM - 09:00PM	1.00 EA	53.00 HR	318.00
<b><u>Parking</u></b>				
Parking Attendant Lead	Estimate 8 Hours	8.00 HR	32.00 HR	256.00
Parking Attendant	Estimate 16 Hours	16.00 HR	27.00 HR	432.00
<b><u>Safety &amp; Security</u></b>				
Security Attendant - Overnight	05/24/2023 07:45AM - 12:00AM	3.00 EA	27.00 HR	1,316.25
Security Attendant - Overnight	05/25/2023 12:00AM - 12:00AM	3.00 EA	27.00 HR	1,944.00
Security Attendant - Overnight	05/26/2023 12:00AM - 03:00PM	3.00 EA	27.00 HR	1,215.00
Security Attendant Lead	05/26/2023 03:00PM - 09:00PM	1.00 EA	32.00 HR	192.00
Security Attendant	05/26/2023 03:00PM - 09:00PM	15.00 EA	27.00 HR	2,430.00
<b><u>Outside Services</u></b>				
Emergency Medical Services	See Additional Verbiage Below	TBD EA	TBD HR	TBD
Local 504 Union Costs	Estimate Only	1.00 EA	16,800.00 EVT	16,800.00
Man Lift (Outside Rental)	Estimate Only	1.00 EA	550.00 EVT	550.00
Orange County Sheriff Services	Estimate Only	1.00 EA	1,700.00 EVT	1,700.00
Rigging Setup & Teardown	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
Sound Engineer	05/26/2023	1.00 EA	800.00 EA/DAY	800.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50 HR	263.00 HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	5,000.00 EVT	5,000.00
<b>Total:</b>				<b>40,307.25</b>
<b>Summary</b>				
<b><u>OCFEC Budget Relieving Trade</u></b>				
Facility Rental Total				\$17,137.50
Estimated Equipment Total				\$5,980.00

**OCFEC Budget Relieving Trade Grand Total: \$23,117.50**

# EXHIBIT A

## Event Information

### Coast Community College District

Estimated Equipment Total ( <i>Hard Cost</i> )	\$770.00
Estimated Reimbursable Personnel and Services Total	\$40,307.25
<b>Coast Community College District Grand Total:</b>	<b>\$41,077.25</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$41,077.25
	<b>Total:</b>	<b>\$41,077.25</b>

Please Remit Payment in \*Check Only\*

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

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

### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

### BANNERS

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

### CANNABIS EVENTS

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

### CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

### DRONES

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

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

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

# EXHIBIT A

## Event Information

### EMERGENCY MEDICAL SERVICES

Coast Community College District will contract directly with an Emergency Medical Services (EMS)/First Aid company. OCFEC approval is contingent upon Coast Community College District providing professional/medical malpractice coverage and certification that EMS company is in good standing with the State of California. Minimum coverage must be one million dollars (\$1,000,000) per occurrence. EMS Workers' Compensation insurance coverage certificate must be provided. EMS/First Aid personnel must be on site one (1) hour prior to the event starting and until one (1) hour after the event session concludes.

### EVENT PROGRAM POLICIES AND PROCEDURES

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

### EXHIBIT V

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

### OAK VIEW GROUP dba OVG HOSPITALITY

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

### RECYCLING / SB 1383

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

### SOUND ORDINANCE

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

### STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-081-23**

REVIEWED \_\_\_\_\_

DATE **April 11, 2023**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**May 9, 2023**

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

**See Exhibit A**

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

**Firefighter Entrapment Seminar Parking**

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

**Inter-agency Agreement**

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

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

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

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

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

**Costa Mesa Fire & Rescue**  
**77 Fair Drive**  
**Costa Mesa, CA 92626**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Dan Stefano, Fire Chief**

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

# EXHIBIT A

## Event Information

**Event Name:** Firefighter Entrapment Seminar Parking      **Contract No:** R-081-23  
**Contact Person:** Taylor Voss      **Phone:** (714) 754-5005  
**Event Date:** 05/09/2023      **Hours:** 8:00 AM - 12:30 PM

**Vehicle Parking Fee:** No Parking Fee      **Projected Attendance:** 20 Vehicles

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Tuesday			
Parking Lot B (Parking)	05/09/2023 08:00 AM - 12:30 PM	Event	0.00

**Total: Inter-agency**

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

Move out must be completed by 11:59 PM Tuesday - May 9, 2023 to avoid additional charges.

## Estimated Equipment, Personnel and Services Fees

\* No services needed at this time.

**Total: 0.00**

## Summary

Facility Rental Total (Parking Lot B Parking)      **Inter-agency**

**Grand Total: Inter-agency**

Please Remit Payment in \*Check Only\*

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

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

## ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

## CANNABIS EVENTS

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

## EVENT PROGRAM POLICIES AND PROCEDURES

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

## EXHIBIT V

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

## OAK VIEW GROUP dba OVG HOSPITALITY

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



# EXHIBIT A

## Event Information

### RECYCLING / SB 1383

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

### SOUND ORDINANCE

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

### STATE FIRE MARSHAL

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

REVIEWED \_\_\_\_\_

DATE March 29, 2023

APPROVED \_\_\_\_\_

FAIRTIME

INTERIM

OC FAIR IMAGINOLOGY **XX**

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Lake View and Golden View Schools – Ocean View Elementary School District** hereinafter, called the Rentor.

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-16, 2023**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **One 10’x10’ space in the Huntington Beach Bldg. Space rental includes 10’x10’ pipe and drape booth with 2 tables and 2 chairs.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-16, 2023**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 waived for 2023.**
5. **See Exhibits “A”, “B”, & “C” which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before April 12, 2023**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers’ Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in triplicate, by and on behalf of the parties hereto, the day and year first above written.

**Lake View School  
17451 Zeider Lane  
Huntington Beach, CA 92647**

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION  
88 Fair Drive  
Costa Mesa, CA 92626**

By \_\_\_\_\_ (sign)

By \_\_\_\_\_

\_\_\_\_\_ (print)

Title: Michele Richards, Chief Executive Officer or  
Joan Hamill, Chief Business Development Officer

Title \_\_\_\_\_

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Rentor will be allowed to open until all the preliminary requirements herein set forth have been complied with.
  2. Rentor will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
  3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
  4. Rentor will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Rentor in said space(s).
  5. Rentor must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
  6. Rentor will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; 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 said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Rentor shall not include the Carnival and the Carnival Area.
  7. Rentor will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
  8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Rentor must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Rentor's trash, and such trash must not be swept into the aisles or streets or any public space.
  9. All sound-producing devices used by Rentor within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and 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 within or outside any space only by first obtaining written permission thereof from Association.
  10. Rentor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
  11. Rentor is entirely responsible for the space allotted to Rentor and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Rentor, reasonable wear and tear and damage from caused beyond Rentor's control excepted.
  12. Association may provide watchman service, which will provide for reasonable protection of the property of Rentors, but Association shall not be responsible for loss or damage to the property of Rentor.
  13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Rentor must be removed from the buildings and grounds by Rentor, at his own expense, no later than a date specified by Association. It is understood in the event of Rentor's failure to vacate said premises as herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Rentor to remove and store the concession and all other material of any nature whatsoever, at the Rentor's risk and expense, and Rentor shall reimburse Association for expenses thus incurred.
  14. No Rentor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Rentor is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
  15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
  16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
  17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
  18. "Contractor, 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)."
  19. Rentor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Rentor may be subject to the payment or property taxes levied on such interest.
  20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
  21. The parties hereto agree that Rentor, and any agents and employees of Rentor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
  22. 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.
- Memo for Fair Management: Hazardous Agreements. If this agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one.
- Nondiscrimination Clause, Form 17A or Form 17b for agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 or page one.

REVIEWED \_\_\_\_\_

DATE March 29, 2023

APPROVED \_\_\_\_\_

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OC FAIR IMAGINOLOGY **XX**

# RENTAL AGREEMENT

THIS AGREEMENT by and between **the 32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Excel Academy Charter School** hereinafter, called the Rentor.

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-16, 2023**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **One 10’x10’ space in the Pavilion. Space rental includes 10’x10’ pipe and drape booth with 1 table and 2 chairs.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-16, 2023**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 waived for 2023.**
5. **See Exhibits “A”, “B”, & “C” which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before April 12, 2023**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers’ Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in triplicate, by and on behalf of the parties hereto, the day and year first above written.

**Excel Academy Charter School  
1 Technology Dr.  
Irvine, CA 92618**

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION  
88 Fair Drive  
Costa Mesa, CA 92626**

By \_\_\_\_\_ (sign)

By \_\_\_\_\_

\_\_\_\_\_ (print)

Title: Michele Richards, Chief Executive Officer or  
Joan Hamill, Chief Business Development Officer

Title \_\_\_\_\_

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Rentor will be allowed to open until all the preliminary requirements herein set forth have been complied with.
  2. Rentor will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
  3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
  4. Rentor will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Rentor in said space(s).
  5. Rentor must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
  6. Rentor will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; 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 said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Rentor shall not include the Carnival and the Carnival Area.
  7. Rentor will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
  8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Rentor must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Rentor's trash, and such trash must not be swept into the aisles or streets or any public space.
  9. All sound-producing devices used by Rentor within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and 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 within or outside any space only by first obtaining written permission thereof from Association.
  10. Rentor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
  11. Rentor is entirely responsible for the space allotted to Rentor and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Rentor, reasonable wear and tear and damage from caused beyond Rentor's control excepted.
  12. Association may provide watchman service, which will provide for reasonable protection of the property of Rentors, but Association shall not be responsible for loss or damage to the property of Rentor.
  13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Rentor must be removed from the buildings and grounds by Rentor, at his own expense, no later than a date specified by Association. It is understood in the event of Rentor's failure to vacate said premises as herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Rentor to remove and store the concession and all other material of any nature whatsoever, at the Rentor's risk and expense, and Rentor shall reimburse Association for expenses thus incurred.
  14. No Rentor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Rentor is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
  15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
  16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
  17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
  18. "Contractor, 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)."
  19. Rentor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Rentor may be subject to the payment or property taxes levied on such interest.
  20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
  21. The parties hereto agree that Rentor, and any agents and employees of Rentor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
  22. 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.
- Memo for Fair Management: Hazardous Agreements. If this agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one.
- Nondiscrimination Clause, Form 17A or Form 17b for agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 or page one.

**FORM F-31**

**AGREEMENT NO. RA-EQCRobLut-23**

REVIEWED TD

DATE **4-11-2023**

FAIRTIME

APPROVED EY

INTERIM **XX**

**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Robyn Lutzkanin and Maxwell Wittenberg** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

**WITNESSETH:**

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

**April 11 - December 31, 2023**

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

**See Exhibit A**

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

**OC Fair Equestrian Center Facility Boarding**

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

**SEE RATE SHEET (Exhibit W)**

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" "V" and "W" attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

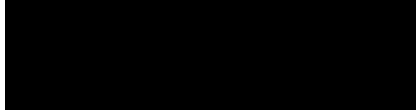
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority,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

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

- 10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
- 11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers’ Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
- 12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
- 13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
- 14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.
- 15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
- 16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
- 17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**  
<https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>
- 18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

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

**Robyn Lutzkanin and Maxwell Wittenberg**



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

By: Robyn Lutzkanin Date: 04/12/2023 | 11:06:56  
Title: **Robyn Lutzkanin or Maxwell Wittenberg, Renter**

By: Joan Hamill Date: 04/12/2023 | 09:32:1  
Title: **Joan Hamill, Chief Business Development Officer**

## **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 his 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 plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the 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. 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 a food serving 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. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
4. 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; 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 said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
5. Renter will post in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Agreement; the size of said sign, manner and place of posting to be pre-approved by Association.
6. 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 concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to received Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
7. All sound-producing devices used by Renter within the 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 thereof from Association.
8. 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 shall 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 operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
9. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. 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.
10. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.



11. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that 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 all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.

12. No Renter will be permitted to sell or dispose of anywhere on the Premises 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.

13. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

14. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

15. 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 performance of the terms of this Agreement.

16. "Contractor, 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)."

17. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.

18. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

19. 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.

20. 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.

21. OCFEC prohibits the use of all remotely controlled devices such as aircraft, cars, etc. No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express consent of the OCFEC and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio-controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles. Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from applicable law enforcement authority.

**Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.**

**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.**

## **EXHIBIT "A"**

**DATE(S) OF EVENT: April 11, 2023 and ending December 31, 2023**

**LOCATION(S):**

OC Fair & Event Center – Equestrian Center – 905 Arlington Drive, Costa Mesa, CA 92626

**RENTER AGREES:**

1. That the term of this Agreement is from April 11, 2023 through December 31, 2023.
2. Renter (Boarder or Trainer) rents from District, and District agrees to provide boarding and livestock services and facilities to Boarder for one or more of Boarder's horses at District's customary rates and charges. District's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. District reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at District's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice, subject to the provisions of #8 and #9 or Rental Agreement.
3. Monthly board for each horse boarded, stall, feed, office, tack room, locker, and/or trailer parking shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges and may opt for paperless billing in lieu of receiving paper statements. All such charges, and all other charges for livestock goods and services provided hereunder and for use of District's facilities are payable on the first day of each month for the preceding month. Checks should be made payable to the "OC Fair & Event Center". All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of \$3.00 per day will accrue beginning the 8th day of the month. A minimum two weeks' notice is required before moving any horse from the District, and no horse shall leave the District until all charges are paid in full. There shall be no exceptions to this payment policy without prior arrangements with District management.
4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.
5. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the renter.
6. Due to office/facility space limitations, OC Fair will not be accepting any mail or serve as a clearinghouse for users of the equestrian center property. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.
7. Boarding of horse(s) and use of District facilities and livestock services shall be subject to these General Rules and Regulations in addition to the other terms and conditions herein. District may, at its discretion, change these General Rules and Regulations from time to

time, and Renter agrees to be bound by and observe the General Rules and Regulations as they may, from time to time, be published by District.

- a) The District facilities are for the use of renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider. District reserves the right to refuse admittance of renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the District premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at District's discretion, result in the immediate expulsion of the renters' affiliates, including any employees, assistants, agents, family members and guests. When renter and any affiliates, including any employees, assistants, agents, family members and guests enters the District grounds, renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on District grounds.
- b) All renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Theft, use of alcohol or narcotics, flagrant damage of or destruction of District property or renter's property, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at District's discretion, in immediate expulsion from the District. In such event, renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. District and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.
- c) Facility Use Rules  
Renter shall comply at all times with the following facility use rules:
1. Trotting or running horses will not be permitted outside of an arena.
  2. Minor children must be kept under constant supervision of parent or guardian.
  3. For safety, no riding double.
  4. No glass containers will be allowed on grounds.
  5. Renter may clean stalls before or after the daily cleaning, but shall deposit material in one of the corners of the stall for convenient removal at the next cleaning.

6. For everyone's safety, horses should not be ridden with just a halter. Please use headstall with proper control devices.
7. No stallions are allowed on the property.
8. No dogs are allowed on the property.
9. Speed limit on District premises is 5 miles per hour in all driveways and parking lots. All vehicles must be parked in designated parking areas.
10. No smoking/vaping is permitted in the equestrian center facility.
11. Pick up all manure dropped while grooming, washing or walking your horse(s) around the barn areas immediately. Any manure pullings should be swept up and disposed of in the trash receptacles.

d) Arena Rules

12. When entering an arena, a rider should make sure they are seen and wait for a break in the traffic to enter.
13. Horses or riders who are obviously inexperienced or are having difficulty deserve the right-of-way and lots of space. Cut across the arena or circle accordingly. When overtaking someone from behind, pass them wide, about a horse length away, more if the horse is obviously upset by your move. When meeting someone head on, pass left hand to left hand, or on the right as you would in a car. Again, pass at a comfortable distance.
14. Do not stop on the rail for anything except schooling, and then, not for long periods of time. As a general rule, faster traffic should pass to the inside track, slower horses on the outside track (the rail).
15. Riders under the age of eighteen (18) must wear a helmet that meets the American Society of Testing and Materials (ASTM) standards (or any other nationally recognized standard for equine helmets) which is properly fitted and fastened securely upon the rider's head by a strap when riding horses. No jumping at any time without protective headgear, shoes with heels, and full tack. Be aware of horses on course and anticipate their direction of travel. Do not stand or sit on or near the arena rails.
16. Rules for each arena are posted at each arena entrance. The course may be changed or jump poles relocated. Arena is to be returned to its original position as soon as renter is finished. Any pole or standard dislocated shall be replaced immediately. Horses are not to be turned out in these arenas.

e) Tack Rooms/Office Space Rules

17. No space heaters allowed in any tack room/office space.
18. No overnight stays allowed.
19. No modifications of any kind can be done without the expressed written consent of the District.
20. Renters are responsible for their own equipment and the general order of their tack room/office space.
21. Do not stack items in and around the aisle ways. Please make sure all your personal items are out of the way of others and clear from horses.

22. Trash should be placed in designated waste bins.

23. Renters with Tack Room/Office Space must comply with all California State Fire Codes.

f) Barn Aisles

24. Feed and tack must be in a container and the containers must be kept in good shape.

25. Feed and tack containers must conform to the following standards:

- No items may extend more than 34 inches from the stall.

26. No writing on any of the feeders or stalls. If there is a need to have notes for trainers, groomers, etc., please use a small dry-erase board.

g) Hot Walkers

27. Renter shall limit the use of hot walkers to one-half hour. Renter shall be respectful of, and use courtesy, when other renters are waiting. No horse shall be left on a non-moving hot walker.

h) Wash Racks

28. Wash racks are provided as a courtesy to Renters on an "as available, first-come, first-served" basis. User shall shut off the valve when finished. Drying of horses on the wash rack is not permitted when others are waiting.

i) Horse Shoeing

29. All shoeing, trimming and resets will be done in the shoeing racks only. There are no exceptions without prior arrangements with District management.

j) Trailers

30. Due to a limited number of parking spots on District property, renters may not store their trailers on District property unless a parking spot and permit are assigned to them by District. A monthly charge will be assessed for any trailer stored on District property as set forth in the current Schedule of Fees (Exhibit W). District does not accept liability for any theft or damage to trailers.

k) Possessory Lien

31. Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, District shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, District has the right to take possession and control of the horse(s) for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during District's possession, even though you may be refused access to or use of the horse(s), and that District has the right to sell your horse(s) to satisfy its lien and for costs of sale.

1) Security Deposit

32. Security deposits are required for new renters effective April 10, 2023.

33. The security deposit may be used for the purpose of repairing damage for which the tenant is responsible (beyond normal wear and tear), outstanding feed bills, etc. The tenant shall conduct a pre move-out inspection of the stall(s) BEFORE moving out at which time management shall inform the tenant of needed repairs in writing. The tenant shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the tenant with a itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.

34. Security deposit requirements are as follows:

<b>TYPE</b>	<b>DEPOSIT REQUIRED</b>
1 horse	Equal to 1 month's rent (Based on stall size. For example, if a horse will be boarded in a 12' x 12' stall, deposit shall be \$644).
2 to 5 horses	Equal to 1 month's rent (Based on stall size. For example, if 1 horse will be boarded in a 12' x 12' stall, and another will be boarded in a double stall 12' x 24', then deposit shall be \$644+\$1,023=\$1,667). Capped at deposit on 2 horses (based on larger stall size).
6+ horses	Equal to 1 month's rent on full stall rate deposit capped on first 2 horses boarded (based on larger stall size). 20% deposit will be required on any additional stalls (based on stall size). For example, if 10 horses will be boarded, and you require two double stalls (12' x 24') and 8 single stalls (12' x 12'), deposit would be \$1,023+\$1,023+\$1,030.40 (20% deposit on other 8, 12' x 12' stalls)=\$3,076.40
Tack Room	Equal to 1 month's rent (\$358)
Locker	Equal to 1 month's rent (based on locker size)

**DISTRICT AGREES:**

1. To provide equestrian center office hours which will be as follows: Monday through Saturday, from 8:30 a.m. to 5:00 p.m., and 8:30 a.m. to 12:30 p.m. on Sundays. The office will be closed on holidays.
2. Allow use of the equestrian center facilities between 6 a.m. and 10 p.m. All outside arena lights will be turned off at 10 p.m. For after hour emergencies, please call District Public Safety at 714-708-1588.
3. Provide entry to the Equestrian Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.
4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.
5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning and Arena Maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify District management and make appropriate arrangements for any adjustment in feeding.

**California Fair Services Authority****EXHIBIT B****INSURANCE REQUIREMENTS****I. Evidence of Coverage**

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

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



Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

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

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

## **II. General Provisions**

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from

contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. **Certified Copies of Policies** - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

### **III. Participant Waivers**

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

**STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)****1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

**2. Resolution of Contract Disputes (PCC 10240.5, 10381)**

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

**3. Non-Discrimination Clause**

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

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

**4. Amendment (GC 11010.5)**

Contract modification, when allowable, may be made by formal amendment only.

**5. Assignment**

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

## **6. Termination**

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the contractor of any further payments, obligations, and/or performances required in the terms of the contract.

Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

## **7. Governing Law**

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

## **8. Conflict of Interest (PCC 10410, 10411, 10420)**

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

### Current State Employees (PCC 10410):

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

### Former State Employees (PCC 10411):

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

Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

**9. Contractor Name Change**

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

**10. Air or Water Pollution Violation (WC 13301)**

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

State of California Division of Fairs & Exposition SCTC, F-31 (revised 12/19)

## EXHIBIT E

### NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

**ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.**

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32<sup>nd</sup> District Agricultural Association (District) prior to the event.

### GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

**NOTE: outside of fair, all references to 55 db are lowered to 50 dB.**

- 1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.
- 2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
- 3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.
- 4) Any combination of 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

### IN SUMMARY:

**NOTE: outside of fair, all references to 55 db are lowered to 50 dB.**

- 1) No more than 55 dB in any area where a home is located.
- 2) No more than 70 dB behind stages.
- 3) No more than 92 dB at FOH.
- 4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

- 1) In all cases, apply reasonable care to:
  - a) Not interfere with surrounding vendors activities.
  - b) Maintain a level reasonably consistent with the program material and audience size to be covered.
  - c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
  - d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
  - e) The Noise Injunction is to be respected and adhered to at all times.

2) Contractor is specifically responsible for insuring compliance as indicated herein.

3) Contractor will respond to requests from District personnel to reduce levels as required.



## Exhibit F - Assembly Bill 1499

If you haven't already heard, the California Legislature enacted Assembly Bill 1499 (AB 1499). The bill became effective July 1, 2018 and requires retailers (commercial exhibitors/vendors, merchants, concessionaires, etc) who make sales of tangible personal property at a California state-designated fairground to separately report the sales amount on their Sales and Use Tax Return. The OC Fair & Event Center (OCFEC) is a California state-designated fairground. When you operate at the OCFEC as well as at other state-designated fairgrounds, on-premises sales that you and/or your vendors generate are to be reported separately for each specific fairground.

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate  $\frac{3}{4}$  of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

Below are links to helpful information on how this may affect you and your vendors.

Please take the time to read through the information and pass along to all of your vendors who will be on OC Fair and Event Center property for your upcoming event.

If you or your vendors have any questions, please contact the California Department of Tax and Fee Administration's customer service line at 1-800-400-7115. Representatives are available Monday - Friday (except state holidays), from 8:00 a.m. to 5:00 p.m. (Pacific time).

California Department of Tax and Fee Administration  
<http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm>

California Legislative Information  
[http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\\_id=201720180AB1499](http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1499)

Westerns Fairs Association  
<https://www.westernfairs.org/p/members/subsidiaries/cfa/ab1499>

Thank you for being a valued part of the OCFEC's Year Round Event Program and ensuring that all of your participating retailers are aware of and in compliance with AB 1499. We look forward to your upcoming events.





## **EXHIBIT V**

### **COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES**

1. **Scope.** As a result of the worldwide COVID-19 pandemic, the 32<sup>nd</sup> District agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.
2. **Sick, elderly and vulnerable persons.** Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.
3. **Physical Distancing in the Workplace.** Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.
4. **Handwashing, Personal Protective Equipment, and Testing.** Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

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

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

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the

scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

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

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

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

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

6. **OCFEC Business Partner Compliance.** OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.
7. **Covid-19 Release and Waiver of Liability.** As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32<sup>nd</sup> District Agricultural Association, the State, California Fair Services Authority (“CFSA”), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner’s employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs,

distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner’s participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

- 8. **Event Organization Protocols.** Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event’s scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner’s COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event’s scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.
  
- 9. **Further Action as Necessary.** The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

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

04/12/2023 | 11:06:56 CDT

Executed on \_\_\_\_\_, 20\_\_\_\_.

**OCFEC BUSINESS PARTNER**

*Robyn Lutzykanin*  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address



## Exhibit W

<b>EQUESTRIAN CENTER SCHEDULE OF FEES</b> (Effective June 1, 2023 for current tenants. Rates apply to any NEW incoming tenants.)*		
Type	Fee	Occurrence
12' x 12' Box Stall (shavings included)	\$644	Monthly
Double Stall (12' x 24') (shavings included)	\$1,023	Monthly
Office or Tack Room	\$358	Monthly
Trailer Parking	\$138	Monthly
*Stalls are cleaned daily and are fully bedded with shavings.		

<b>LOCKER FEES**</b>		
Type	Fee	Occurrence
Locker, Large	\$220	Monthly
Locker, Small	\$110	Monthly
Locker	\$17	Monthly
Locker, Big	\$44	Monthly
**Locker availability is limited.		

<b>FEED PRICES*** (Effective February 1, 2023)</b>	
Type	Fee (per portion per month)
Alfalfa	\$70.00
Orchard	\$88.00
Timothy	\$88.00
Bermuda	\$72.00
Cubes	\$50.00
Horses are fed twice daily.	

### Examples:

- Box stall feeding 2 flakes of alfalfa in the morning and 1 flake of alfalfa in the evening.  
 $\$644 + \$70 + \$70 + \$70 = \$854$  (3 portions of feed per month)
- Box stall feeding 2 flakes of timothy in the morning and 1 bucket of cubes in the evening.  
 $\$644 + \$88 + \$88 + \$50 = \$870$  (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

\*\*\*Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

## RELEASE AND WAIVER OF LIABILITY AGREEMENT

Robyn Lutzkanin

I, \_\_\_\_\_ (“Participant”), acknowledge that I have voluntarily applied to participate in the following activities at \_\_\_\_\_ OC \_\_\_\_\_ Fair (the “Fair”):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

**I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.**

*RL*

I verify this statement by placing my initials here: \_\_\_\_\_  
Parent or Guardian’s initials (if under 18): \_\_\_\_\_

As consideration for being permitted by the Fair, the State of California (“State”), the County of \_\_\_\_\_ Orange \_\_\_\_\_ (the “County”), and any lessor of the fair premises (“Lessor”), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

**I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.**

04/12/2023 | 11:06:56 CDT

Executed at \_\_\_\_\_ Orange \_\_\_\_\_, California on \_\_\_\_\_, 20\_\_\_\_.

**PARTICIPANT/RELEASOR**

**PARENT OR GUARDIAN**

*Robyn Lutzkanin*

Signature

Signature

Address: \_\_\_\_\_

Address: \_\_\_\_\_

**IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.**



R.C.G. 4/14/23

A\_\_\_\_\_

**AMENDMENT TO ADCC OPEN  
(APRIL 2023)**

DATE: April 14, 2023

RENTAL AGREEMENT: R-072-23

AMENDMENT #1

Except as herein amended, all other terms and conditions remain as previously agreed upon.

**ADDITION TO EXHIBIT A: FACILITY RENTAL FEES**

<u>Facility and/or Area Fees</u>	<u>Date Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
Huntington Beach Building (#12)	04/28/2023 11:00 AM - 07:00 PM	Move In	1,837.50
<b>Saturday</b>			
Huntington Beach Building (#12)	04/29/2023 06:00 AM - 06:00 PM	Event	3,675.00
Huntington Beach Building (#12)	04/29/2023 06:00 PM - 11:59 PM	Move Out	No Charge
<b>Total:</b>			<b>5,512.50</b>

**ADDITION TO EXHIBIT A: ESTIMATED EQUIPMENT FEES**

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 2	2.00 EA	20.00 EA	40.00
Electrical Usage Rate	Estimate Only	1.00 EA	350.00 EVT	350.00
Sweeper	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
<b>Total:</b>				<b>540.00</b>

**ADDITION TO EXHIBIT A: REIMBURSABLE PERSONNEL AND SERVICES FEES**

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Event Day</b>				
Janitorial Attendant	04/29/2023 05:00 AM - 07:00 PM	2.00 EA	27.00 HR	756.00
<b>Safety &amp; Security</b>				
Security Attendant	04/29/2023 05:00 AM - 06:30 PM	2.00 EA	27.00 HR	729.00
<b>Total:</b>				<b>1,485.00</b>

**Summary**

Rental Agreement Facility Fee Total	\$7,012.50
<b>Revised Amendment #1 Facility Fee Total</b>	<b>\$12,525.00</b>
Rental Agreement Estimated Equipment, Reimbursable Personnel and Services Total	\$11,533.00
<b>Revised Amendment #1 Estimated Equipment, Reimbursable Personnel and Services Total</b>	<b>\$13,558.00</b>
Refundable Deposit	\$1,500.00
<b>Grand Total:</b>	<b>\$27,583.00</b>





**Payment Schedule**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	PAID	\$10,022.75
Second Payment	PAID	\$10,022.75
Third Payment	<i>Upon Signing</i>	\$7,537.50
	<b>Payment Total:</b>	<b>\$27,583.00</b>

**ADCC Combat Club**  
7969 Northwest 2<sup>nd</sup> Street, #424  
Miami, FL 33126

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

By \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Shawn Fowler, Director**

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

