

**OC FAIR & EVENT CENTER
RENTAL AGREEMENTS FOR BOARD APPROVAL
OCTOBER 2025**

1 of 1

NEW

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-027-25	SOCA Fights	Fight Club OC	Competition/Tournament (COM)	The Hangar	10/21/25-10/24/25	\$20,570.25
R-106-25	Celebration Festivals LLC	Winter Fest OC	Festival (FST)	Parking Lot A (North)	11/03/25-01/14/26	\$364,272.13
R-127-25	Kastl Amusements	Kastl Camping	Camping (RAL)	Campground	09/23/25-09/29/25	\$2,733.00
R-129-25	Seasonal Adventures	Christmas Tree Lot	Other (OTH)	Parking Lot E	11/24/25-12/17/25	\$16,737.00
R-130-25	Live Nation Worldwide Inc	Observatory Parking	Parking (PARK)	Parking Lot A (North); Parking Lot A (South); Parking Lot B	10/11/25-10/12/25	\$2,180.50
R-132-25	Kastl Amusements	Kastl Camping	Camping (RAL)	Campground	10/07/25-10/22/25	\$5,980.00
R-001-26	Vivid Special Events, LLC	Repticon	Consumer Show (CON)	Huntington Beach Building (#12)	02/20/26-02/23/26	\$24,664.00
R-004-26	WWSRA	Southern California Preview	Consumer Show (CON)	The Hangar	01/12/26-01/15/26	\$24,300.75
R-025-26	American Consumer Shows, LLC	California Bridal & Wedding Expo	Consumer Show (CON)	Costa Mesa Building (#10)	02/27/26-02/28/26	\$16,838.25
EQC-018-25	Karen Dayton	Equine Exhibit	To provide 2 horses for exhibit and provide general education on equine	The Ranch Community Center	10/15-16/2024	In-Kind Trade
EQC-019-25	Tanaka Farms	Equine Exhibit	To provide equine and/or livestock animals for Ranch Discovery Day exhibit and provide general education on animals	The Ranch Community Center	10/15-16/2025	In-Kind Trade

REVISED

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-079-25 (REVISED)	Ultimate Trade Shows & Events, Inc.	OC Home & Garden Show <i>Revised: building removed</i>	Consumer Show (CON)	Los Alamitos Building (#14)	10/10/25-10/13/25	\$21,567.50
R-085-25 (REVISED)	James R. Glidewell Dental Ceramics, Inc.	Glidewell Holiday Party <i>Revised: signee</i>	Party (PAR)	Costa Mesa Building (#10); Courtyard; Huntington Beach Building (#12); Santa Ana Pavilion (Parade of Products)	12/09/25-12/13/25	\$75,873.25

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-027-25**

DATE **September 29, 2025**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **SOCA Fights** 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 22 - 23, 2025

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

See Exhibit A

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

Fight Club OC

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

\$20,570.25

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" "S" and "T" 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.

SOCA Fights
17151 Newhope Street, Suite 101
Fountain Valley, CA 92708

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

By: _____ Date: _____
Title: Roy Englebrecht, Promoter

By: _____ Date: _____
Title: Michele Capps, Chief Business Development Officer

EXHIBIT A

Event Information				
Event Name:	Fight Club OC	Contract No:	R-027-25	
Contact Person:	Roy Englebrecht	Phone:	(949) 235-6155	
Event Date:	10/23/2025	Hours:	Happy Hour (Baja Grill):	5:30 PM - 6:30 PM
			Doors:	6:00 PM
Admission Price:	Adult: \$40.00 - \$80.00		Event:	7:00 PM - 10:00 PM
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	1,200	

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
The Hangar	10/22/2025 06:00 AM - 11:59 PM	Move In	600.00
Thursday			
The Hangar	10/23/2025 05:30 PM - 10:00 PM	Event	2,825.00
Total:			3,425.00

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

Move out must be completed by 11:59 PM Thursday - October 23, 2025 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
25 MB Internet - Hard Line	10/23/2025	1.00	EA	250.00	EA/DAY	250.00
100 Amp Drop	Estimate 2	2.00	EA	180.00	EA	360.00
200 Amp Drop	As Needed Per Request	TBD	EA	360.00	EA	TBD
Barricade (Plastic)	Flat Rate (Delivery & Pick Up Only, No Set Up)	1.00	EA	200.00	FLAT	200.00
Bleacher (100 Seat Section)	Estimate 3	3.00	EA	200.00	EA	600.00
Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	Estimate 300	300.00	EA	1.00	EA	300.00
Chair (Tied)	Estimate 1,050	1,050.00	EA	2.00	EA	2,100.00
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	250.00	EVT	250.00
EVOLV - Weapon Detection System	10/23/2025	1.00	EA	800.00	EA/DAY	800.00
Folding Table (Rectangular)	Estimate 2	2.00	EA	15.00	EA	30.00
Forklift	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Hang Tag - 1 Day	TBD	TBD	EA	6.00	EA	TBD
Man Lift (Banners)	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Marquee Board	10/17/2025 - 10/23/2025	1.00	WK	Included		Included
Portable Electronic Message Board	10/23/2025	2.00	EA	75.00	EA/DAY	150.00
Projector and Screen	10/23/2025	1.00	EA	1,500.00	EA/DAY	1,500.00
Scissor Lift (Production)	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Stanchion	Estimate 45	45.00	EA	1.00	EA	45.00
Sweeper (In-House)	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Wireless Internet Router	Estimate 2	2.00	EA	75.00	EA	150.00
Total:						8,055.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 16 Hours	16.00	HR	29.00	HR	464.00
Electrician	Estimate 2 Hours	2.00	HR	72.50	HR	145.00

EXHIBIT A

Event Information

Event Day

Grounds Attendant Lead	10/23/2025 05:30PM - 10:00PM	1.00	EA	34.00	HR	153.00
Grounds Attendant	10/23/2025 05:30PM - 10:00PM	2.00	EA	29.00	HR	261.00
Janitorial Attendant	10/23/2025 05:30PM - 10:00PM	2.00	EA	29.00	HR	261.00
Electrician	10/23/2025 05:30PM - 10:00PM	1.00	EA	72.50	HR	326.25

Clean Up

Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	34.00	HR	170.00
Grounds Attendant	Estimate 14 Hours	14.00	HR	29.00	HR	406.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	29.00	HR	116.00
Electrician	Estimate 2 Hours	2.00	HR	72.50	HR	145.00

Event Sales & Services

Event Coordinator	10/23/2025 05:30PM - 10:00PM	1.00	EA	56.00	HR	252.00
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Parking

Parking Attendant	Estimate 6 Hours	6.00	HR	29.00	HR	174.00
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Safety & Security

Security Attendant Lead	10/23/2025 06:15PM - 10:45PM	1.00	EA	34.00	HR	153.00
Security Attendant	10/23/2025 04:30PM - 09:00PM	2.00	EA	29.00	HR	261.00
Security Attendant	10/23/2025 06:15PM - 10:45PM	5.00	EA	29.00	HR	652.50

Technology

Technology Attendant	Estimate 1 Hour	1.00	HR	56.00	HR	56.00
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Outside Services

Orange County Sheriff Services	10/23/2025 Estimate Only	1.00	EA	4,200.00	EVT	4,200.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Total: 8,590.25

Summary

Facility Rental Total	\$3,425.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$16,645.25
Refundable Deposit	\$500.00

Grand Total: \$20,570.25

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$10,285.25
Second Payment	10/15/2025	\$10,285.00

Total: \$20,570.25

Please Remit Payment in *Check Only*

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

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

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

BOOKING PROTECTION

In an effort to ensure that no two (2) similar combative sports events take place in The Hangar in close proximity to regularly scheduled Fight Club OC shows throughout the entire 2025 Season, the OCFEC shall not book fight events with any other promoter within the two (2) week period prior and/or after scheduled Fight Club OC event dates.

CANNABIS EVENTS

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

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.

CHAIRS

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

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

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>

FUTURE TERMS

Future terms and agreements subject to change.

OAK VIEW GROUP dba OVG HOSPITALITY

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

PARKING PASS LIST

Event Producer will provide a Parking Pass List for Gate 4. Each name on the list will be charged back to the Event Producer at \$6.00 per name. The Parking Pass List will only be accepted at Gate 4.

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.**

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, SOCA Fights must comply with request.**

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-106-25**

REVIEWED _____

DATE **September 26, 2025**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Celebration Festivals 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

November 3, 2025 - January 14, 2026

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:

Winter Fest OC

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

\$364,272.13

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" "I" "S" and "T" 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.

Celebration Festivals LLC
205 Technology Drive, Suite 200
Irvine, CA 92618

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

By: _____ Date: _____
Title: Mark Entner, Chief Executive Officer

By: _____ Date: _____
Title: James Canfield, Chief Executive Officer

EXHIBIT A

Event Information			
Event Name:	Winter Fest OC	Contract No:	R-106-25
Contact Person:	Mark Entner	Phone:	(657) 333-2520
Event Date:	11/28/2025 - 01/04/2026	Hours:	Monday - Friday: 5:00 PM - 10:00 PM Saturday: 4:00 PM - 11:00 PM Sunday: 4:00 PM - 10:00 PM December 7 (Private Event): 4:00 PM - 9:00 PM December 31: 5:00 PM - 12:30 AM
Admission Price:	\$20.00 - \$200.00		
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	20,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Parking Lot A (North)	11/03/2025 - 11/27/2025	Move In	28,125.00
Parking Lot A (North)	11/28/2025 05:00 PM - 10:00 PM	Event	2,250.00
Parking Lot A (North)	11/29/2025 04:00 PM - 11:00 PM	Event	2,250.00
Parking Lot A (North)	11/30/2025 04:00 PM - 10:00 PM	Event	2,250.00
Parking Lot A (North)	12/01/2025 07:00 AM - 11:59 PM	Dark Day	1,125.00
Parking Lot A (North)	12/02/2025 07:00 AM - 11:59 PM	Dark Day	1,125.00
Parking Lot A (North)	12/03/2025 07:00 AM - 11:59 PM	Dark Day	1,125.00
Parking Lot A (North)	12/04/2025 05:00 PM - 10:00 PM	Event	2,250.00
Parking Lot A (North)	12/05/2025 05:00 PM - 10:00 PM	Event	2,250.00
Parking Lot A (North)	12/06/2025 04:00 PM - 11:00 PM	Event	2,250.00
Parking Lot A (North)	12/07/2025 04:00 PM - 09:00 PM	Event	2,250.00
Parking Lot A (North)	12/08/2025 07:00 AM - 11:59 PM	Dark Day	1,125.00
Parking Lot A (North)	12/09/2025 07:00 AM - 11:59 PM	Dark Day	1,125.00
Parking Lot A (North)	12/10/2025 07:00 AM - 11:59 PM	Dark Day	1,125.00
Parking Lot A (North)	12/11/2025 05:00 PM - 10:00 PM	Event	2,250.00
Parking Lot A (North)	12/12/2025 05:00 PM - 10:00 PM	Event	2,250.00
Parking Lot A (North)	12/13/2025 04:00 PM - 11:00 PM	Event	2,250.00
Parking Lot A (North)	12/14/2025 04:00 PM - 10:00 PM	Event	2,250.00
Parking Lot A (North)	12/15/2025 07:00 AM - 11:59 PM	Dark Day	1,125.00
Parking Lot A (North)	12/16/2025 07:00 AM - 11:59 PM	Dark Day	1,125.00
Parking Lot A (North)	12/17/2025 07:00 AM - 11:59 PM	Dark Day	1,125.00
Parking Lot A (North)	12/18/2025 05:00 PM - 10:00 PM	Event	2,250.00
Parking Lot A (North)	12/19/2025 05:00 PM - 10:00 PM	Event	2,250.00
Parking Lot A (North)	12/20/2025 04:00 PM - 11:00 PM	Event	2,250.00
Parking Lot A (North)	12/21/2025 04:00 PM - 10:00 PM	Event	2,250.00
Parking Lot A (North)	12/22/2025 05:00 PM - 10:00 PM	Event	2,250.00
Parking Lot A (North)	12/23/2025 05:00 PM - 10:00 PM	Event	2,250.00
Parking Lot A (North)	12/24/2025 05:00 PM - 10:00 PM	Event	2,250.00
Parking Lot A (North)	12/25/2025 05:00 PM - 10:00 PM	Event	2,250.00
Parking Lot A (North)	12/26/2025 05:00 PM - 10:00 PM	Event	2,250.00
Parking Lot A (North)	12/27/2025 04:00 PM - 11:00 PM	Event	2,250.00
Parking Lot A (North)	12/28/2025 04:00 PM - 10:00 PM	Event	2,250.00
Parking Lot A (North)	12/29/2025 05:00 PM - 10:00 PM	Event	2,250.00
Parking Lot A (North)	12/30/2025 05:00 PM - 10:00 PM	Event	2,250.00
Parking Lot A (North)	12/31/2025 05:00 PM - 12:30 AM	Event	2,250.00
Parking Lot A (North)	01/01/2026 05:00 PM - 10:00 PM	Event	2,300.00
Parking Lot A (North)	01/02/2026 05:00 PM - 10:00 PM	Event	2,300.00
Parking Lot A (North)	01/03/2026 04:00 PM - 11:00 PM	Event	2,300.00
Parking Lot A (North)	01/04/2026 04:00 PM - 10:00 PM	Event	2,300.00
Parking Lot A (North)	01/05/2026 - 01/11/2026	Move Out	8,050.00

EXHIBIT A

Event Information

Parking Lot A (North) 01/12/2026 - 01/14/2026 Move Out No Charge

Total: 111,750.00

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

Move out must be completed by 11:59 PM Wednesday - January 14, 2026 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
100 MB Internet - Hard Line	11/28/2025 - 01/04/2026	1.00 EA	5,000.00 EVT	5,000.00
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
50 Amp Drop	Estimate 15	15.00 EA	70.00 EA	1,050.00
100 Amp Drop	TBD	TBD EA	180.00 EA	TBD
200 Amp Drop	Estimate 1	1.00 EA	360.00 EA	360.00
400 Amp Drop	Estimate 3	3.00 EA	720.00 EA	2,160.00
Barricade (Metal)	TBD	TBD EA	15.00 EA	TBD
Barricade (Plastic)	Estimate 50	50.00 EA	15.00 EA	750.00
Bench (Metal)	Estimate 40	40.00 EA	15.00 EA	600.00
Bleachers (50 Seat Section)	Estimate 2	2.00 EA	125.00 EA/WK	1,500.00
Cable Ramp	Estimate 40	40.00 EA	15.00 EA	600.00
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Cube Tower	Estimate 4	4.00 EA	100.00 EA	400.00
Dumpster	TBD	TBD EA	20.00 EA	TBD
Electrical Splitter Box	Estimate 41	41.00 EA	55.00 EA	2,255.00
Electrical Usage Rate	Estimate Only	1.00 EA	11,600.00 EVT	11,600.00
Forklift	Estimate 97 Hours	97.00 HR	75.00 HR	7,275.00
Handwashing Station	Estimate 2	2.00 EA	100.00 EA/WK	1,200.00
Man Lift	TBD	TBD HR	75.00 HR	TBD
Marquee Board	10/27/2025 - 01/04/2026	10.00 WK	Included	Included
Picnic Table (Rectangular & Round)	Estimate 117	117.00 EA	15.00 EA	1,755.00
Podium	TBD	TBD EA	25.00 EA	TBD
Portable Electronic Message Board	11/28/2025 - 01/04/2026	1.00 EA	75.00 EA/DAY	2,175.00
Portable Light Pole	Estimate 5	5.00 EA	75.00 EA	375.00
Portable Restroom Unit	Estimate 3	3.00 EA	250.00 EA/WK	4,500.00
Propane Heater	TBD	TBD EA	50.00 EA	TBD
PVC Material	Estimate 1	1.00 EA	900.00 EVT	900.00
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Signage Pole	Estimate 3	3.00 EA	75.00 EA	225.00
Stanchion	Estimate 30	30.00 EA	5.00 EA	150.00
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Umbrella w/Stand	TBD	TBD EA	15.00 EA	TBD

Total: 44,980.00

Reimbursable Personnel and Services Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 10 Hours	10.00 HR	34.00 HR	340.00
Grounds Attendant	Estimate 66 Hours	66.00 HR	29.00 HR	1,914.00
Janitorial Attendant	Estimate 80 Hours	80.00 HR	29.00 HR	2,320.00
Electrician	Estimate 103 Hours	103.00 HR	72.50 HR	7,467.50
Plumber	Estimate 21 Hours	21.00 HR	72.50 HR	1,522.50

EXHIBIT A

Event Information						
Event Day						
Grounds Attendant Lead	11/28/2025 04:00PM - 11:00PM	1.00	EA	51.00	HR*	357.00
Grounds Attendant	11/28/2025 04:00PM - 11:00PM	2.00	EA	43.50	HR*	609.00
Janitorial Attendant Lead	11/28/2025 04:00PM - 11:00PM	1.00	EA	51.00	HR*	357.00
Janitorial Attendant	11/28/2025 04:00PM - 11:00PM	8.00	EA	43.50	HR*	2,436.00
Electrician	11/28/2025 04:00PM - 11:00PM	1.00	EA	108.75	HR*	761.25
Grounds Attendant Lead	11/29/2025 03:00PM - 12:00AM	1.00	EA	34.00	HR	306.00
Grounds Attendant	11/29/2025 03:00PM - 12:00AM	2.00	EA	29.00	HR	522.00
Janitorial Attendant Lead	11/29/2025 03:00PM - 12:00AM	1.00	EA	34.00	HR	306.00
Janitorial Attendant	11/29/2025 03:00PM - 12:00AM	8.00	EA	29.00	HR	2,088.00
Electrician	11/29/2025 03:00PM - 12:00AM	1.00	EA	72.50	HR	652.50
Grounds Attendant Lead	11/30/2025 03:00PM - 11:00PM	1.00	EA	34.00	HR	272.00
Grounds Attendant	11/30/2025 03:00PM - 11:00PM	2.00	EA	29.00	HR	464.00
Janitorial Attendant Lead	11/30/2025 03:00PM - 11:00PM	1.00	EA	34.00	HR	272.00
Janitorial Attendant	11/30/2025 03:00PM - 11:00PM	8.00	EA	29.00	HR	1,856.00
Electrician	11/30/2025 03:00PM - 11:00PM	1.00	EA	72.50	HR	580.00
Grounds Attendant Lead	12/04/2025 04:00PM - 11:00PM	1.00	EA	34.00	HR	238.00
Grounds Attendant	12/04/2025 04:00PM - 11:00PM	2.00	EA	29.00	HR	406.00
Janitorial Attendant Lead	12/04/2025 04:00PM - 11:00PM	1.00	EA	34.00	HR	238.00
Janitorial Attendant	12/04/2025 04:00PM - 11:00PM	8.00	EA	29.00	HR	1,624.00
Electrician	12/04/2025 04:00PM - 11:00PM	1.00	EA	72.50	HR	507.50
Grounds Attendant Lead	12/05/2025 04:00PM - 11:00PM	1.00	EA	34.00	HR	238.00
Grounds Attendant	12/05/2025 04:00PM - 11:00PM	2.00	EA	29.00	HR	406.00
Janitorial Attendant Lead	12/05/2025 04:00PM - 11:00PM	1.00	EA	34.00	HR	238.00
Janitorial Attendant	12/05/2025 04:00PM - 11:00PM	8.00	EA	29.00	HR	1,624.00
Electrician	12/05/2025 04:00PM - 11:00PM	1.00	EA	72.50	HR	507.50
Grounds Attendant Lead	12/06/2025 03:00PM - 12:00AM	1.00	EA	34.00	HR	306.00
Grounds Attendant	12/06/2025 03:00PM - 12:00AM	2.00	EA	29.00	HR	522.00
Janitorial Attendant Lead	12/06/2025 03:00PM - 12:00AM	1.00	EA	34.00	HR	306.00
Janitorial Attendant	12/06/2025 03:00PM - 12:00AM	8.00	EA	29.00	HR	2,088.00
Electrician	12/06/2025 03:00PM - 12:00AM	1.00	EA	72.50	HR	652.50
Grounds Attendant Lead	12/07/2025 03:00PM - 10:00PM	1.00	EA	34.00	HR	238.00
Grounds Attendant	12/07/2025 03:00PM - 10:00PM	2.00	EA	29.00	HR	406.00
Janitorial Attendant Lead	12/07/2025 03:00PM - 10:00PM	1.00	EA	34.00	HR	238.00
Janitorial Attendant	12/07/2025 03:00PM - 10:00PM	8.00	EA	29.00	HR	1,624.00
Electrician	12/07/2025 03:00PM - 10:00PM	1.00	EA	72.50	HR	507.50
Grounds Attendant Lead	12/11/2025 04:00PM - 11:00PM	1.00	EA	34.00	HR	238.00
Grounds Attendant	12/11/2025 04:00PM - 11:00PM	2.00	EA	29.00	HR	406.00
Janitorial Attendant Lead	12/11/2025 04:00PM - 11:00PM	1.00	EA	34.00	HR	238.00
Janitorial Attendant	12/11/2025 04:00PM - 11:00PM	8.00	EA	29.00	HR	1,624.00
Electrician	12/11/2025 04:00PM - 11:00PM	1.00	EA	72.50	HR	507.50
Grounds Attendant Lead	12/12/2025 04:00PM - 11:00PM	1.00	EA	34.00	HR	238.00
Grounds Attendant	12/12/2025 04:00PM - 11:00PM	2.00	EA	29.00	HR	406.00
Janitorial Attendant Lead	12/12/2025 04:00PM - 11:00PM	1.00	EA	34.00	HR	238.00

EXHIBIT A

Event Information						
Janitorial Attendant	12/12/2025 04:00PM - 11:00PM	8.00	EA	29.00	HR	1,624.00
Electrician	12/12/2025 04:00PM - 11:00PM	1.00	EA	72.50	HR	507.50
Grounds Attendant Lead	12/13/2025 03:00PM - 12:00AM	1.00	EA	34.00	HR	306.00
Grounds Attendant	12/13/2025 03:00PM - 12:00AM	2.00	EA	29.00	HR	522.00
Janitorial Attendant Lead	12/13/2025 03:00PM - 12:00AM	1.00	EA	34.00	HR	306.00
Janitorial Attendant	12/13/2025 03:00PM - 12:00AM	8.00	EA	29.00	HR	2,088.00
Electrician	12/13/2025 03:00PM - 12:00AM	1.00	EA	72.50	HR	652.50
Grounds Attendant Lead	12/14/2025 03:00PM - 11:00PM	1.00	EA	34.00	HR	272.00
Grounds Attendant	12/14/2025 03:00PM - 11:00PM	2.00	EA	29.00	HR	464.00
Janitorial Attendant Lead	12/14/2025 03:00PM - 11:00PM	1.00	EA	34.00	HR	272.00
Janitorial Attendant	12/14/2025 03:00PM - 11:00PM	8.00	EA	29.00	HR	1,856.00
Electrician	12/14/2025 03:00PM - 11:00PM	1.00	EA	72.50	HR	580.00
Grounds Attendant Lead	12/18/2025 04:00PM - 11:00PM	1.00	EA	34.00	HR	238.00
Grounds Attendant	12/18/2025 04:00PM - 11:00PM	2.00	EA	29.00	HR	406.00
Janitorial Attendant Lead	12/18/2025 04:00PM - 11:00PM	1.00	EA	34.00	HR	238.00
Janitorial Attendant	12/18/2025 04:00PM - 11:00PM	8.00	EA	29.00	HR	1,624.00
Electrician	12/18/2025 04:00PM - 11:00PM	1.00	EA	72.50	HR	507.50
Grounds Attendant Lead	12/19/2025 04:00PM - 11:00PM	1.00	EA	34.00	HR	238.00
Grounds Attendant	12/19/2025 04:00PM - 11:00PM	2.00	EA	29.00	HR	406.00
Janitorial Attendant Lead	12/19/2025 04:00PM - 11:00PM	1.00	EA	34.00	HR	238.00
Janitorial Attendant	12/19/2025 04:00PM - 11:00PM	8.00	EA	29.00	HR	1,624.00
Electrician	12/19/2025 04:00PM - 11:00PM	1.00	EA	72.50	HR	507.50
Grounds Attendant Lead	12/20/2025 03:00PM - 12:00AM	1.00	EA	34.00	HR	306.00
Grounds Attendant	12/20/2025 03:00PM - 12:00AM	2.00	EA	29.00	HR	522.00
Janitorial Attendant Lead	12/20/2025 03:00PM - 12:00AM	1.00	EA	34.00	HR	306.00
Janitorial Attendant	12/20/2025 03:00PM - 12:00AM	8.00	EA	29.00	HR	2,088.00
Electrician	12/20/2025 03:00PM - 12:00AM	1.00	EA	72.50	HR	652.50
Grounds Attendant Lead	12/21/2025 03:00PM - 11:00PM	1.00	EA	34.00	HR	272.00
Grounds Attendant	12/21/2025 03:00PM - 11:00PM	2.00	EA	29.00	HR	464.00
Janitorial Attendant Lead	12/21/2025 03:00PM - 11:00PM	1.00	EA	34.00	HR	272.00
Janitorial Attendant	12/21/2025 03:00PM - 11:00PM	8.00	EA	29.00	HR	1,856.00
Electrician	12/21/2025 03:00PM - 11:00PM	1.00	EA	72.50	HR	580.00
Grounds Attendant Lead	12/22/2025 04:00PM - 11:00PM	1.00	EA	34.00	HR	238.00
Grounds Attendant	12/22/2025 04:00PM - 11:00PM	2.00	EA	29.00	HR	406.00
Janitorial Attendant Lead	12/22/2025 04:00PM - 11:00PM	1.00	EA	34.00	HR	238.00
Janitorial Attendant	12/22/2025 04:00PM - 11:00PM	8.00	EA	29.00	HR	1,624.00
Electrician	12/22/2025 04:00PM - 11:00PM	1.00	EA	72.50	HR	507.50
Grounds Attendant Lead	12/23/2025 04:00PM - 11:00PM	1.00	EA	34.00	HR	238.00
Grounds Attendant	12/23/2025 04:00PM - 11:00PM	2.00	EA	29.00	HR	406.00
Janitorial Attendant Lead	12/23/2025 04:00PM - 11:00PM	1.00	EA	34.00	HR	238.00
Janitorial Attendant	12/23/2025 04:00PM - 11:00PM	8.00	EA	29.00	HR	1,624.00
Electrician	12/23/2025 04:00PM - 11:00PM	1.00	EA	72.50	HR	507.50

EXHIBIT A

Event Information						
Grounds Attendant Lead	12/24/2025 04:00PM - 11:00PM	1.00	EA	51.00	HR*	357.00
Grounds Attendant	12/24/2025 04:00PM - 11:00PM	2.00	EA	43.50	HR*	609.00
Janitorial Attendant Lead	12/24/2025 04:00PM - 11:00PM	1.00	EA	51.00	HR*	357.00
Janitorial Attendant	12/24/2025 04:00PM - 11:00PM	8.00	EA	43.50	HR*	2,436.00
Electrician	12/24/2025 04:00PM - 11:00PM	1.00	EA	108.75	HR*	761.25
Grounds Attendant Lead	12/25/2025 04:00PM - 11:00PM	1.00	EA	68.00	HR*	476.00
Grounds Attendant	12/25/2025 04:00PM - 11:00PM	2.00	EA	58.00	HR*	812.00
Janitorial Attendant Lead	12/25/2025 04:00PM - 11:00PM	1.00	EA	68.00	HR*	476.00
Janitorial Attendant	12/25/2025 04:00PM - 11:00PM	8.00	EA	58.00	HR*	3,248.00
Electrician	12/25/2025 04:00PM - 11:00PM	1.00	EA	145.00	HR*	1,015.00
Grounds Attendant Lead	12/26/2025 04:00PM - 11:00PM	1.00	EA	34.00	HR	238.00
Grounds Attendant	12/26/2025 04:00PM - 11:00PM	2.00	EA	29.00	HR	406.00
Janitorial Attendant Lead	12/26/2025 04:00PM - 11:00PM	1.00	EA	34.00	HR	238.00
Janitorial Attendant	12/26/2025 04:00PM - 11:00PM	8.00	EA	29.00	HR	1,624.00
Electrician	12/26/2025 04:00PM - 11:00PM	1.00	EA	72.50	HR	507.50
Grounds Attendant Lead	12/27/2025 03:00PM - 12:00AM	1.00	EA	34.00	HR	306.00
Grounds Attendant	12/27/2025 03:00PM - 12:00AM	2.00	EA	29.00	HR	522.00
Janitorial Attendant Lead	12/27/2025 03:00PM - 12:00AM	1.00	EA	34.00	HR	306.00
Janitorial Attendant	12/27/2025 03:00PM - 12:00AM	8.00	EA	29.00	HR	2,088.00
Electrician	12/27/2025 03:00PM - 12:00AM	1.00	EA	72.50	HR	652.50
Grounds Attendant Lead	12/28/2025 03:00PM - 11:00PM	1.00	EA	34.00	HR	272.00
Grounds Attendant	12/28/2025 03:00PM - 11:00PM	2.00	EA	29.00	HR	464.00
Janitorial Attendant Lead	12/28/2025 03:00PM - 11:00PM	1.00	EA	34.00	HR	272.00
Janitorial Attendant	12/28/2025 03:00PM - 11:00PM	8.00	EA	29.00	HR	1,856.00
Electrician	12/28/2025 03:00PM - 11:00PM	1.00	EA	72.50	HR	580.00
Grounds Attendant Lead	12/29/2025 04:00PM - 11:00PM	1.00	EA	34.00	HR	238.00
Grounds Attendant	12/29/2025 04:00PM - 11:00PM	2.00	EA	29.00	HR	406.00
Janitorial Attendant Lead	12/29/2025 04:00PM - 11:00PM	1.00	EA	34.00	HR	238.00
Janitorial Attendant	12/29/2025 04:00PM - 11:00PM	8.00	EA	29.00	HR	1,624.00
Electrician	12/29/2025 04:00PM - 11:00PM	1.00	EA	72.50	HR	507.50
Grounds Attendant Lead	12/30/2025 04:00PM - 11:00PM	1.00	EA	34.00	HR	238.00
Grounds Attendant	12/30/2025 04:00PM - 11:00PM	2.00	EA	29.00	HR	406.00
Janitorial Attendant Lead	12/30/2025 04:00PM - 11:00PM	1.00	EA	34.00	HR	238.00
Janitorial Attendant	12/30/2025 04:00PM - 11:00PM	8.00	EA	29.00	HR	1,624.00
Electrician	12/30/2025 04:00PM - 11:00PM	1.00	EA	72.50	HR	507.50
Grounds Attendant Lead	12/31/2025 04:00PM - 01:30AM	1.00	EA	51.00	HR*	484.50
Grounds Attendant	12/31/2025 04:00PM - 01:30AM	2.00	EA	43.50	HR*	826.50
Janitorial Attendant Lead	12/31/2025 04:00PM - 01:30AM	1.00	EA	51.00	HR*	484.50
Janitorial Attendant	12/31/2025 04:00PM - 01:30AM	8.00	EA	43.50	HR*	3,306.00
Electrician	12/31/2025 04:00PM - 01:30AM	1.00	EA	108.75	HR*	1,033.13
Grounds Attendant Lead	01/01/2026 04:00PM - 11:00PM	1.00	EA	70.00	HR*	490.00
Grounds Attendant	01/01/2026 04:00PM - 11:00PM	2.00	EA	60.00	HR*	840.00
Janitorial Attendant Lead	01/01/2026 04:00PM - 11:00PM	1.00	EA	70.00	HR*	490.00
Janitorial Attendant	01/01/2026 04:00PM - 11:00PM	8.00	EA	60.00	HR*	3,360.00
Electrician	01/01/2026 04:00PM - 11:00PM	1.00	EA	150.00	HR*	1,050.00

EXHIBIT A

Event Information						
Grounds Attendant Lead	01/02/2026 04:00PM - 11:00PM	1.00	EA	35.00	HR	245.00
Grounds Attendant	01/02/2026 04:00PM - 11:00PM	2.00	EA	30.00	HR	420.00
Janitorial Attendant Lead	01/02/2026 04:00PM - 11:00PM	1.00	EA	35.00	HR	245.00
Janitorial Attendant	01/02/2026 04:00PM - 11:00PM	8.00	EA	30.00	HR	1,680.00
Electrician	01/02/2026 04:00PM - 11:00PM	1.00	EA	75.00	HR	525.00
Grounds Attendant Lead	01/03/2026 03:00PM - 12:00AM	1.00	EA	35.00	HR	315.00
Grounds Attendant	01/03/2026 03:00PM - 12:00AM	2.00	EA	30.00	HR	540.00
Janitorial Attendant Lead	01/03/2026 03:00PM - 12:00AM	1.00	EA	35.00	HR	315.00
Janitorial Attendant	01/03/2026 03:00PM - 12:00AM	8.00	EA	30.00	HR	2,160.00
Electrician	01/03/2026 03:00PM - 12:00AM	1.00	EA	75.00	HR	675.00
Grounds Attendant Lead	01/04/2026 03:00PM - 11:00PM	1.00	EA	35.00	HR	280.00
Grounds Attendant	01/04/2026 03:00PM - 11:00PM	2.00	EA	30.00	HR	480.00
Janitorial Attendant Lead	01/04/2026 03:00PM - 11:00PM	1.00	EA	35.00	HR	280.00
Janitorial Attendant	01/04/2026 03:00PM - 11:00PM	8.00	EA	30.00	HR	1,920.00
Electrician	01/04/2026 03:00PM - 11:00PM	1.00	EA	75.00	HR	600.00
Clean Up						
Grounds Attendant Lead	Estimate 10 Hours	10.00	HR	35.00	HR	350.00
Grounds Attendant	Estimate 40 Hours	40.00	HR	30.00	HR	1,200.00
Janitorial Attendant	Estimate 28 Hours	28.00	HR	30.00	HR	840.00
Electrician	Estimate 94 Hours	94.00	HR	75.00	HR	7,050.00
Plumber	Estimate 26 Hours	26.00	HR	75.00	HR	1,950.00
<u>Event Sales & Services</u>						
Event Coordinator	11/28/2025 04:00PM - 11:00PM	1.00	EA	84.00	HR*	588.00
Event Coordinator	11/29/2025 03:00PM - 12:00AM	1.00	EA	56.00	HR	504.00
Event Coordinator	11/30/2025 03:00PM - 11:00PM	1.00	EA	56.00	HR	448.00
Event Coordinator	12/04/2025 04:00PM - 11:00PM	1.00	EA	56.00	HR	392.00
Event Coordinator	12/05/2025 04:00PM - 11:00PM	1.00	EA	56.00	HR	392.00
Event Coordinator	12/06/2025 03:00PM - 12:00AM	1.00	EA	56.00	HR	504.00
Event Coordinator	12/07/2025 03:00PM - 10:00PM	1.00	EA	56.00	HR	392.00
Event Coordinator	12/11/2025 04:00PM - 11:00PM	1.00	EA	56.00	HR	392.00
Event Coordinator	12/12/2025 04:00PM - 11:00PM	1.00	EA	56.00	HR	392.00
Event Coordinator	12/13/2025 03:00PM - 12:00AM	1.00	EA	56.00	HR	504.00
Event Coordinator	12/14/2025 03:00PM - 11:00PM	1.00	EA	56.00	HR	448.00
Event Coordinator	12/18/2025 04:00PM - 11:00PM	1.00	EA	56.00	HR	392.00
Event Coordinator	12/19/2025 04:00PM - 11:00PM	1.00	EA	56.00	HR	392.00
Event Coordinator	12/20/2025 03:00PM - 12:00AM	1.00	EA	56.00	HR	504.00
Event Coordinator	12/21/2025 03:00PM - 11:00PM	1.00	EA	56.00	HR	448.00
Event Coordinator	12/22/2025 04:00PM - 11:00PM	1.00	EA	56.00	HR	392.00
Event Coordinator	12/23/2025 04:00PM - 11:00PM	1.00	EA	56.00	HR	392.00
Event Coordinator	12/24/2025 04:00PM - 11:00PM	1.00	EA	84.00	HR*	588.00
Event Coordinator	12/25/2025 04:00PM - 11:00PM	1.00	EA	112.00	HR*	784.00
Event Coordinator	12/26/2025 04:00PM - 11:00PM	1.00	EA	56.00	HR	392.00
Event Coordinator	12/27/2025 03:00PM - 12:00AM	1.00	EA	56.00	HR	504.00
Event Coordinator	12/28/2025 03:00PM - 11:00PM	1.00	EA	56.00	HR	448.00
Event Coordinator	12/29/2025 04:00PM - 11:00PM	1.00	EA	56.00	HR	392.00
Event Coordinator	12/30/2025 04:00PM - 11:00PM	1.00	EA	56.00	HR	392.00

EXHIBIT A

Event Information						
Event Coordinator	12/31/2025 04:00PM - 01:30AM	1.00	EA	84.00	HR*	798.00
Event Coordinator	01/01/2026 04:00PM - 11:00PM	1.00	EA	115.00	HR*	805.00
Event Coordinator	01/02/2026 04:00PM - 11:00PM	1.00	EA	57.50	HR	402.50
Event Coordinator	01/03/2026 03:00PM - 12:00AM	1.00	EA	57.50	HR	517.50
Event Coordinator	01/04/2026 03:00PM - 11:00PM	1.00	EA	57.50	HR	460.00
<u>Parking</u>						
Parking Attendant Lead	Estimate 20 Hours	20.00	HR	34.00	HR	680.00
Parking Attendant	Estimate 40 Hours	40.00	HR	29.00	HR	1,160.00
<u>Safety & Security</u>						
Security Attendant Lead	11/28/2025 04:00PM - 10:30PM	1.00	EA	51.00	HR*	331.50
Security Attendant Lead	11/29/2025 03:00PM - 11:30PM	1.00	EA	34.00	HR	289.00
Security Attendant Lead	11/30/2025 03:00PM - 10:30PM	1.00	EA	34.00	HR	255.00
Security Attendant Lead	12/04/2025 04:00PM - 10:30PM	1.00	EA	34.00	HR	221.00
Security Attendant Lead	12/05/2025 04:00PM - 10:30PM	1.00	EA	34.00	HR	221.00
Security Attendant Lead	12/06/2025 03:00PM - 11:30PM	1.00	EA	34.00	HR	289.00
Security Attendant Lead	12/07/2025 03:00PM - 09:30PM	1.00	EA	34.00	HR	221.00
Security Attendant Lead	12/11/2025 04:00PM - 10:30PM	1.00	EA	34.00	HR	221.00
Security Attendant Lead	12/12/2025 04:00PM - 10:30PM	1.00	EA	34.00	HR	221.00
Security Attendant Lead	12/13/2025 03:00PM - 11:30PM	1.00	EA	34.00	HR	289.00
Security Attendant Lead	12/14/2025 03:00PM - 10:30PM	1.00	EA	34.00	HR	255.00
Security Attendant Lead	12/18/2025 04:00PM - 10:30PM	1.00	EA	34.00	HR	221.00
Security Attendant Lead	12/19/2025 04:00PM - 10:30PM	1.00	EA	34.00	HR	221.00
Security Attendant Lead	12/20/2025 03:00PM - 11:30PM	1.00	EA	34.00	HR	289.00
Security Attendant Lead	12/21/2025 03:00PM - 10:30PM	1.00	EA	34.00	HR	255.00
Security Attendant Lead	12/22/2025 04:00PM - 10:30PM	1.00	EA	34.00	HR	221.00
Security Attendant Lead	12/23/2025 04:00PM - 10:30PM	1.00	EA	34.00	HR	221.00
Security Attendant Lead	12/24/2025 04:00PM - 10:30PM	1.00	EA	51.00	HR*	331.50
Security Attendant Lead	12/25/2025 04:00PM - 10:30PM	1.00	EA	68.00	HR*	442.00
Security Attendant Lead	12/26/2025 04:00PM - 10:30PM	1.00	EA	34.00	HR	221.00
Security Attendant Lead	12/27/2025 03:00PM - 11:30PM	1.00	EA	34.00	HR	289.00
Security Attendant Lead	12/28/2025 03:00PM - 10:30PM	1.00	EA	34.00	HR	255.00
Security Attendant Lead	12/29/2025 04:00PM - 10:30PM	1.00	EA	34.00	HR	221.00
Security Attendant Lead	12/30/2025 04:00PM - 10:30PM	1.00	EA	34.00	HR	221.00
Security Attendant Lead	12/31/2025 04:00PM - 01:00AM	1.00	EA	51.00	HR*	459.00
Security Attendant Lead	01/01/2026 04:00PM - 10:30PM	1.00	EA	70.00	HR*	455.00
Security Attendant Lead	01/02/2026 04:00PM - 10:30PM	1.00	EA	35.00	HR	227.50
Security Attendant Lead	01/03/2026 03:00PM - 11:30PM	1.00	EA	35.00	HR	297.50
Security Attendant Lead	01/04/2026 03:00PM - 10:30PM	1.00	EA	35.00	HR	262.50
<u>Outside Services</u>						
Ride Inspector	Estimate Only	1.00	EA	9,000.00	EVT	9,000.00
Sound Engineer	Estimate Only	2.00	EA	845.00	EA/DAY	1,690.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	21.00	HR	263.00	HR	5,523.00

***State Holiday Rates**

Total: 172,312.13

EXHIBIT A

Event Information

Summary

Facility Rental Total	\$111,750.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$217,292.13
Parking Buyout (<i>Based upon 145 staff/vendor vehicles at \$6.00 per vehicle per day</i>) **	\$25,230.00
Refundable Deposit	\$10,000.00

Grand Total: \$364,272.13

***A physical count of vendor/staff vehicles parked in OCFEC parking lots will be conducted daily on event days of 2025 - 2026 Winter Fest OC and an average of those counts will accordingly become the basis for parking buyout terms in the 2026 - 2027 Winter Fest OC rental agreement.*

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$25,000.00
Second Payment	09/19/2025	\$169,636.10
Third Payment	10/03/2025	\$169,636.03
Total:		\$364,272.13

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.

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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.

ADDITIONAL INSURANCE REQUIREMENT (HAZARDOUS/INTERACTIVE GAMES)

Coverage and proof of insurance is required for all hazardous and/or interactive activities. Insurance certificate must be submitted to the Event Coordinator three (3) weeks prior to the event date.

AMENDMENTS

Any changes to this agreement will be outlined in an amendment to be signed and executed by Renter and the OC Fair & Event Center.

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.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

DISTRICT BRAND PROTECTION

Celebration Festivals LLC acknowledges that the fair brand in general and the OC Fair brand in particular are extremely valuable and important to the District. Therefore, Celebration Festivals LLC will refrain from using images, likenesses, names, words, phrases, brands and/or branding elements, etc of the District or related to Fairs in general in description or depiction without prior knowledge and consent of the District.

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>

EXCLUSIVE RIGHTS

OCFEC agrees Celebration Festivals LLC shall have the exclusive rights to use the Premises as set forth herein to produce a winter festival themed event during the months of November, 2025 through January, 2026 in accordance with OCFEC's booking policies. Subject to the District's Event Booking Policy, Celebration Festivals LLC shall have the first rights of refusal to rebook their event from November, 2026 to January 2027 with the submittal of dates and venues to be utilized within sixty (60) days following the end of the 2025/2026 event.

EXHIBIT A

Event Information

FUEL & PROPANE

Renter understands that they are responsible for providing their own fuel and propane. OCFEC only provides propane for the use of OCFEC owned heaters.

INFLATABLE AMUSEMENTS AND ATTRACTIONS

For purpose of public/user safety, the OC Fair & Event Center requires that all event promoters and show producers incorporating inflatable attractions including, but not limited to, amusements such as bounce houses, obstacle courses or log slides into their event, must adhere to all manufacturer specifications and OSHA/DOSH guidelines as well as all other applicable state and local regulation when setting up and operating respective planned attraction. See Exhibit I for full terms regarding safety measure requirements.

OAK VIEW GROUP dba OVG HOSPITALITY

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

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.**

PEPSI BEVERAGES – SPONSOR PRODUCTS

The OCFEC is a Pepsi exclusive facility. The District (OCFEC) will provide exclusive beverage availability and sponsorship rights to Sponsor (Pepsi) for Pepsi Fountain Brands, Bottle and Can Brands (Carbonated Soft Drinks, Juices, Teas, Isotonics, Energy Drinks, Iced Coffees). Sponsor products shall be the exclusive carbonated and non-carbonated, non-alcoholic beverages sold, dispensed or otherwise made available at all dining facilities, concessions, vending areas and any other areas where beverages are sold or distributed throughout the OC Fair & Event Center throughout the Term of Sponsorship Agreement. The products, cups and CO2 will be purchased directly from Sponsor by District (OCFEC), food service provider, concessionaires and any other third parties selling Sponsor Beverages at the OC Fair & Event Center.

PERFORMANCE ASSURANCE

Celebration Festivals LLC acknowledges that any event held at District property is also a reflection on the District's brand as the public often equates outside promoted events such as Winter Fest OC with the OC Fair & Event Center brand. As such, Celebration Festivals LLC acknowledges its responsibility to provide a quality event experience to guests, one that garners positive reviews from the public. In the event that the District receives bona fide negative feedback about the Winter Fest OC event through emails, social media posts or phone calls, and to the extent that such bona fide negative feedback relates to a deviation from the most recently approved Production Deck (as defined below) or Updated Deck (as defined below) that Celebration Festivals LLC agrees to address any such issues in a timely manner, including making reasonable programming changes within a mutually agreed upon reasonable cure period to achieve guest satisfaction. The District acknowledges that negative reviews may be posted with respect to issues beyond the control or reasonable expectation of control of Celebration Festivals LLC. In connection with this paragraph, the District and Celebration Festivals LLC shall meet and confer to determine if such negative feedback is bona fide. Should Celebration Festivals LLC fail to make mutually agreed upon changes to achieve satisfactory results by the end of the cure period, the District may, as a last resort, consider this to be cause for further action up to and including event closure and contract cancellation.

PROJECT MILESTONES – NEW OR REFORMATTED EVENTS

Celebration Festivals LLC and the District will participate in a Winter Fest OC Concept & Design meeting regarding the proposed event format. Celebration Festivals LLC will provide the District with a Winter Fest OC Production Deck setting forth the production and design elements for Winter Fest OC ("Production Deck"). Throughout the engagement, Celebration Festivals LLC may continue to send updated Production Decks ("Updated Decks") based on material changes or revisions to solely the production aspects of the event. Such material changes must receive prior approval from the District which may not unnecessarily delay the review and approval process. Celebration Festivals LLC shall retain sole discretion over the creative elements of the event provided that such elements are "family appropriate."

Within forty-eight (48) hours of receipt of the initial Production Deck or any subsequent Updated Decks, the District will provide Celebration Festivals LLC with a written approval of such Production Deck or Updated Deck. The District shall designate the Chief Business Development Officer who will be responsible for such review and approvals.

In order to ensure that quality and presentation standards are met in adherence to the representations made in the Production Deck, Celebration Festivals LLC shall provide the District with the opportunity to view the installation and construction of Winter Fest

EXHIBIT A

Event Information

OC layout and setup at mutually agreed upon intervals prior to the public opening date. Three (3) days prior to the public opening of Winter Fest OC, Celebration Festivals LLC will provide the District a test trial run of Winter Fest OC. Following such inspection dates, Celebration Festivals LLC shall have no more than twenty-four (24) hours to implement safety-related changes and up to three (3) days to implement production related changes. Celebration Festivals LLC acknowledges that the District may make random daily inspections at the discretion of the authorized OCFEC Facilities representatives. Costs for such inspection, if any, will be included in the rental agreement and are the responsibility of Celebration Festivals LLC. The purpose of this will be to ensure that quality and presentation standards are met in adherence to the good faith promise as stated and presented during the Winter Fest OC Concept & Design meeting between Celebration Festivals LLC and the District and in Winter Fest OC planning documents.

Should quality and presentation fall short of promised deliverables, Celebration Festivals LLC agrees to make reasonable production related requested changes prior to the public event opening date. Failure to do so may cause as a last resort, a delay in the stated public event opening at the expense of Celebration Festivals LLC.

PROPANE

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

PYROTECHNICS

The pyrotechnics company hired by Celebration Festivals LLC will work directly with State Fire Marshal for all required approvals. A pre-inspection and/or on-site stand-by may be required by the State Fire Marshal and may result in additional State Fire Marshal fees which will be reflected on the final settlement to Celebration Festivals LLC.

RECYCLING / SB 1383

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.

RIDE INSPECTOR

Celebration Festivals LLC is required to select a ride inspector from an approved list provided by OCFEC. The ride inspector must have a separate contract with OCFEC outside of the carnival agreement for 2025 Winter Fest OC. Ride inspector is required to provide full inspection reports to OCFEC prior to opening day of 2025 Winter Fest OC.

RIGGING

All rigging plans must be submitted to OCFEC for review and approval. Rigging approval is subject to facility engineering capacity/integrity. Approval is not guaranteed. State Engineering Stamp is required for all rigging plans.

SECURITY

Security plan must be submitted to OCFEC Safety and Security by no later than **November 1, 2025** for review and approval. Should the outside services security plan submitted by Celebration Festivals LLC not be approved by OCFEC, then OCFEC will add personnel via an amendment. **No armed security is allowed on site**, with the exception of the Orange County Sheriffs.

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, Celebration Festivals LLC must comply with request.**

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STATE FIRE MARSHAL

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

STORM WATER RESOURCE PLAN

OCFEC and Celebration Festivals LLC agree to discuss a storm water recourse plan prior to any teardown of the Ice Slide, Snow Play Area and Ice Rink. Additional permits may be required at expense of Celebration Festivals LLC for any illicit discharge of water that leaves OCFEC property.

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.

CELEBRATION FESTIVALS LLC AGREES TO:

Celebration Festivals LLC agrees to provide a \$10,000.00 deposit to be included in Rental Agreement scheduled payments prior to the start of the event run which OCFEC will hold in reserve to pay for damages to OCFEC property, additional space and equipment and/or services requested by Celebration Festivals LLC during the Event. All requests will be assessed by OCFEC on a case-by-case basis and if approved will be deducted from the \$10,000.00 reserve. If the reserve is depleted, Celebration Festivals LLC must pay for the approved space, equipment and/or services with a credit card or provide another cash advance to cover such costs prior to the delivery of requested space and/or services.

Celebration Festivals LLC agrees to adhere to all OCFEC event, booking and payment policies as set forth herein and any violation of said policies will be considered a material breach of this agreement and/or the resulting Rental Agreement. Should a material breach occur, OCFEC has the sole right to cancel the Event and apply its cancellation policy. OCFEC reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Celebration Festivals LLC.

In the event that an emergency occurs under the Rental Agreement which requires the use of the Premises by a government agency, OCFEC shall endeavor in good faith to provide Celebration Festivals LLC with an alternative location at the fairgrounds for the Celebration Festivals LLC event. In the event that a Force Majeure event occurs, then the Parties shall confer in good faith regarding the mutual cancelation of this agreement, and if canceled, either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

Celebration Festivals LLC management and staff agree to work solely through their assigned Event Coordinator and to not approach other OCFEC staff with requests for additional services, equipment and/or labor either leading up to the Event or throughout the Event. All event business must be directed to the Event Coordinator.

Celebration Festivals LLC acknowledges that other events are scheduled during the run of Winter Fest OC and agrees to abide by any reasonable requests made by OCFEC to ensure that Winter Fest OC does not interfere with the successful operation of another event. As such, Celebration Festivals LLC agrees to contain its construction and setup activity within a fenced and banner-walled area located in Parking Lot A, and that no construction of event elements, including the entertainment sets, will be visible to other events scheduled unless otherwise approved by OCFEC.

Celebration Festivals LLC agrees that parking hang tags for staff, vendors, concessionaires and other Event partners are non-transferable and may not be shared. Should OCFEC staff discover inappropriate use of hang tags, Celebration Festivals LLC will be charged accordingly and agrees to pay for the additional hang tags needed.

Celebration Festivals LLC acknowledges that at the time of the signing of this Agreement, it does not intend to rent space in the OCFEC campground. Should a request to rent campground space be made after signing, Celebration Festivals LLC agrees that OCFEC will post a mandatory security attendant in the campground from 8:00 pm to 8:00 am daily to ensure that staff will strictly adhere to quiet hours and campground rules as outlined in the OCFEC event guide. The cost for the mandatory security attendant will be included in a resulting Rental Agreement amendment. Any violations will result in loss of camping rental privileges and charges for damages.

OCFEC understands that some events require small deviations from the originally proposed layout by the promoter. OCFEC will make every effort to accommodate such requests, but at its sole and absolute discretion. Celebration Festivals LLC agrees to

EXHIBIT A

Event Information

include all possible and anticipated space and equipment requests in its original proposal to minimize any major deviations from the original event plan.

Celebration Festivals LLC acknowledges that at the time of the signing of this Agreement, if third party contracted services are utilized for security coverage, provider must be a CA BSIS PPO certificate holder in good standing which will be verified by OCFEC Security Management. In advance of the event dates, contract provider will be required to meet with OCFEC Security Management to review all requirements, procedures and other aspects of operating on OCFEC property. Proposed use of contracted traffic management services will also be subject to same advance review and approval before provider may perform such services on OCFEC property. If contract security or traffic services are retained, an OCFEC Supervisor specific to either or each service will be scheduled during all operating hours to oversee all security, traffic and related emergency aspects of either or both functions.

Celebration Festivals LLC acknowledges that at the time of the signing of this Agreement, an OCFEC Event Coordinator is required to be contracted to provide essential venue oversight during all scheduled event operating hours.

Celebration Festivals LLC agrees to obtain all required permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensure that all elements of the event are operating within the parameters set forth by these agencies as well as in compliance with all applicable laws.

Celebration Festivals LLC will provide copies of safety training certifications, licenses, insurance and/or permits for all third party attractions including its entertainment sets and setups, and submit such copies to OCFEC for review and approval.

Celebration Festivals LLC agrees that all attractions included in Winter Fest OC will be subject to a full pre-Event inspection and random daily inspections at the discretion of authorized OCFEC Facilities Department representatives. Costs for such inspections, if any, will be included in the Rental Agreement and are the responsibility of Celebration Festivals LLC. In addition, OCFEC reserves the right to inspect all event components for family audience appropriateness. Because of the brand equity that OCFEC has with its annual OC Fair, certain standards for cleanliness and appearance are expected from any other event that operates at OCFEC. As such, Celebration Festivals LLC agrees to comply with any and all requests OCFEC may make for improvements to the presentation of event production provided by Celebration Festivals LLC.

By _____ Date: _____
Title: Mark Entner, Chief Executive Officer

By _____ Date: _____
Title: James Canfield, Chief Executive Officer

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-127-25**

DATE **August 11, 2025**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Kastl Amusements** 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

September 23 - 29, 2025

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:

Kastl Camping

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

\$2,733.00

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" "S" and "T" 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.

Kastl Amusements
23905 Clinton Keith Drive, Suite 114-520
Wildomar, CA 92595

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

By _____ Date: _____
Title: Kay Kastl, Owner

By _____ Date: _____
Title: Michele Capps, Chief Business Development Officer

EXHIBIT A

Event Information				
Event Name:	Kastl Camping	Contract No:	R-127-25	
Contact Person:	Kay Kastl	Phone:	(951) 757-6607	
Event Date:	09/23/2025 - 09/29/2025	Hours:	12:00 AM - 11:59 PM Daily	
Camping and Parking Fee:	See Facility Rental Fees	Projected Attendance:	30	

Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
September				
Campground (Employee Bunkhouse/RV)	09/23/2025 - 09/29/2025 (6 Nights)	7.00 EA	45.00 EA/DAY	1,890.00
Total:				1,890.00

Hosting of this event in the above specified space, Campground, 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 - September 29, 2025 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	TBD	TBD EA	70.00 EA	TBD
Dumpster	Estimate 7	7.00 EA	20.00 EA	140.00
Total:				140.00

Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Electrician	TBD	TBD HR	72.50 HR	TBD
Event Day				
Grounds Attendant	09/23/2025 - 09/29/2025 Estimate 1 Hour Per Day	1.00 HR	29.00 HR	203.00
Janitorial Attendant	TBD	TBD HR	29.00 HR	TBD
Clean Up				
Grounds Attendant	TBD	TBD HR	29.00 HR	TBD
Janitorial Attendant	TBD	TBD HR	29.00 HR	TBD
Electrician	TBD	TBD HR	72.50 HR	TBD
Total:				203.00

Summary

Facility Rental Total	\$1,890.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$343.00
Refundable Deposit	\$500.00
Grand Total:	\$2,733.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$2,733.00
Total:		\$2,733.00

Please Remit Payment in *Check Only*

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

EXHIBIT A

Event Information

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.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

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>

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.

RESTROOMS

Renter agrees to provide their own restrooms for use by Kastl employees during rental period in the OCFEC Campground. Restrooms must be maintained in a fully hygienic manner at all times throughout the entire occupancy period, and are subject to regular inspection by OCFEC Facilities staff. Failure of Kastl personnel to adhere to strict cleanliness standards while on OCFEC property will be cause for immediate termination of this contract.

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, Kastl Amusements must comply with request.**

EXHIBIT A

Event Information

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-129-25**

REVIEWED _____

DATE **September 12, 2025**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Seasonal Adventures** 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

November 24 - December 17, 2025

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:

Christmas Tree Lot

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

\$16,737.00

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" "S" and "T" 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.

Seasonal Adventures
207 West Los Angeles Avenue #287
Moorpark, CA 93021

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

By:_____Date:_____
Title: Rob Lambert, Owner

By:_____Date:_____
Title: Michele Capps, Chief Business Development Officer

EXHIBIT A

Event Information				
Event Name:	Christmas Tree Lot	Contract No:	R-129-25	
Contact Person:	Rob Lambert	Phone:	(503) 930-1900	
Event Date:	11/28/2025 - 12/15/2025	Hours:	Daily: 11:00 AM - 9:00 PM	

Admission Price:	Free	Projected Attendance:	500 Daily
Vehicle Parking Fee:	No Charge		

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Portion of Parking Lot E	11/24/2025 - 11/27/2025	Move In	1,125.00
Portion of Parking Lot E	11/28/2025 - 11/30/2025	Event	1,687.50
Portion of Parking Lot E	12/01/2025 - 12/15/2025	Event	8,437.50
Portion of Parking Lot E	12/16/2025 - 12/17/2025	Move Out	Included
Total:			11,250.00

Hosting of this event in the above specified space, Parking Lot E, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also 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 Wednesday - December 17, 2025 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
40 Yard Dumpster	Estimate 1	1.00	EA	241.00 EA	241.00
Cable Ramp	Estimate 13	13.00	EA	15.00 EA	195.00
Electrical Splitter Box	Estimate 4	3.00	EA	55.00 EA	165.00
Electrical Usage Rate	Estimate Only	1.00	EA	1,125.00 EVT	1,125.00
Forklift	TBD	1.00	HR	75.00 HR	75.00
Marquee Board	11/18/2025 - 12/15/2025	4.00	WK	Included	Included
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00 HR	225.00
Tonnage Weight (40 Yard Dumpster)	Estimate 2 Tons	2.00	TON	83.00 TON	166.00
Total:					2,262.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up / Clean Up						
Grounds Attendant	TBD	TBD	HR	29.00	HR	TBD
Electrician	Estimate 8 Hours	8.00	HR	72.50	HR	580.00
Plumber	Estimate 2 Hours	2.00	HR	72.50	HR	145.00
<u>Event Sales & Services</u>						
Event Coordinator	Estimate 8 Hours	8.00	HR	56.00	HR	448.00
<u>Outside Services</u>						
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	4.00	HR	263.00	HR	1,052.00
Trash Collection & Sweeping Services	TBD	TBD	EA	TBD	EVT	TBD
Total:						2,225.00

Summary	
Facility Rental Total	\$11,250.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$4,487.00
Refundable Deposit	\$1,000.00
Grand Total:	\$16,737.00

EXHIBIT A

Event Information

Payment Schedule

First Payment

Payment Schedule

Due Date

Upon Signing

Amount

\$16,737.00

Total: \$16,737.00

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.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

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>

MARKING THE GROUNDS

Any marking of the grounds must be pre-approved. Only white spray chalk is allowed. Chalking the grounds is subject to additional cleaning fees.

EXHIBIT A

Event Information

OAK VIEW GROUP dba OVG HOSPITALITY

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

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.**

PORT-A-POTTIES

Seasonal Adventures has agreed to provide and maintain port-a-potties throughout the event. OCFEC staff will not be responsible for maintenance of port-a-potties.

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.

RENTER AGREES

That damage occurring in Parking Lot E and/or of OCFEC property will be itemized and invoiced for payment by Seasonal Adventures.

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, Seasonal Adventures must comply with request.**

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-130-25**

REVIEWED _____

DATE **September 19, 2025**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Live Nation Worldwide 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

October 11 - 12, 2025

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:

Observatory Off-Site Parking

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

\$2,180.50

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" "S" and "T" 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.

Live Nation Worldwide Inc
3503 South Harbor Boulevard
Santa Ana, CA 92704

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

By: _____ Date: _____
Title: Morgan Jefferson, General Manager

By: _____ Date: _____
Title: Michele Capps, Chief Business Development Officer

EXHIBIT A

Event Information				
Event Name:	Observatory Off-Site Parking	Contract No:	R-130-25	
Contact Person:	Morgan Jefferson	Phone:	(708) 307-1932	
Event Date:	10/11/2025	Hours:	Shuttle Hours: 3:30 PM - 12:30 AM	Concert Hours: 5:30 PM - 11:00 PM
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	1,500 Vehicles	

Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
Saturday				
Parking Lot A, B & D	10/11/2025 03:00 PM - 10/12/2025 12:30 AM	Event	\$12.00 Per Vehicle	

Total: General Parking

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

Move out must be completed by 11:59 AM Sunday - October 12, 2025 to avoid additional charges.

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Bench (Metal)	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 2	2.00 EA	20.00 EA	40.00
Portable Electronic Message Board	10/11/2025	1.00 EA	75.00 EA/DAY	75.00
Total:				115.00

Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up / Event / Clean Up				
Grounds Attendant	Estimate 8 Hours	8.00 HR	29.00 HR	232.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	29.00 HR	232.00
<u>Parking</u>				
Parking Attendant Lead	Estimate 10 Hours	10.00 EA	34.00 HR	340.00
Parking Attendant	Estimate 12 Hours	12.00 EA	29.00 HR	348.00
<u>Safety & Security</u>				
Security Attendant - Parking Lot	10/11/2025 02:30 PM - 01:00 AM	3.00 EA	29.00 HR	913.50
Total:				2,065.50

Summary

Facility Rental Total	General Parking
Estimated Equipment, Reimbursable Personnel and Services Total	\$2,180.50
Grand Total:	\$2,180.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$2,180.50
Total:		\$2,180.50

Please Remit Payment in *Check Only*

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

EXHIBIT A

Event Information

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.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

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>

LIGHT TOWER

Live Nation Worldwide Inc is responsible for providing light towers at the shuttle stop location.

OAK VIEW GROUP dba OVG HOSPITALITY

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

SHUTTLE BUSES

Live Nation Worldwide Inc will provide staff at the shuttle stop location to assist attendees. Live Nation Worldwide Inc will work with the OC Fair & Event Center Parking Department to set up shuttle stop and signage. Signage will only be allowed in approved locations.

RECYCLING / SB 1383

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

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-132-25**
DATE **September 29, 2025**
FAIRTIME
INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Kastl Amusements** 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 7 - 22, 2025

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:

Kastl Camping

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

\$5,980.00

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" "S" and "T" 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.

Kastl Amusements
23905 Clinton Keith Drive, Suite 114-520
Wildomar, CA 92595

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

By _____ Date: _____
Title: Kay Kastl, Owner

By _____ Date: _____
Title: Michele Capps, Chief Business Development Officer

EXHIBIT A

Event Information				
Event Name:	Kastl Camping	Contract No:	R-132-25	
Contact Person:	Kay Kastl	Phone:	(951) 757-6607	
Event Date:	10/07/2025 - 10/22/2025	Hours:	12:00 AM - 11:59 PM Daily	
Camping and Parking Fee:	See Facility Rental Fees	Projected Attendance:	30	

Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
October				
Campground (Employee Bunkhouse/RV)	10/07/2025 - 10/22/2025 (15 Nights)	7.00 EA	45.00 EA/DAY	4,725.00
Total:				4,725.00

Hosting of this event in the above specified space, Campground, 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 - September 29, 2025 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	TBD	TBD EA	70.00 EA	TBD
Dumpster	Estimate 16	16.00 EA	20.00 EA	320.00
Total:				320.00

Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Electrician	TBD	TBD HR	72.50 HR	TBD
Event Day				
Grounds Attendant	10/07/2025 - 10/22/2025 Estimate 1 Hour Per Day	1.00 HR	29.00 HR	435.00
Janitorial Attendant	TBD	TBD HR	29.00 HR	TBD
Clean Up				
Grounds Attendant	TBD	TBD HR	29.00 HR	TBD
Janitorial Attendant	TBD	TBD HR	29.00 HR	TBD
Electrician	TBD	TBD HR	72.50 HR	TBD
Total:				435.00

Summary

Facility Rental Total	\$4,725.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$755.00
Refundable Deposit	\$500.00
Grand Total:	\$5,980.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$5,980.00
Total:		\$5,980.00

Please Remit Payment in *Check Only*

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

EXHIBIT A

Event Information

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.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

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>

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.

RESTROOMS

Renter agrees to provide their own restrooms for use by Kastl employees during rental period in the OCFEC Campground. Restrooms must be maintained in a fully hygienic manner at all times throughout the entire occupancy period, and are subject to regular inspection by OCFEC Facilities staff. Failure of Kastl personnel to adhere to strict cleanliness standards while on OCFEC property will be cause for immediate termination of this contract.

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, Kastl Amusements must comply with request.**

EXHIBIT A

Event Information

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-001-26**

DATE **September 29, 2025**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

February 20 - 23, 2026

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:

Reption

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

\$24,664.00

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" "S" and "T" 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

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

By: _____ Date: _____
Title: Lisa Parker, Special Events Manager

By: _____ Date: _____
Title: Michele Capps, Chief Business Development Officer

EXHIBIT A

Event Information			
Event Name:	Repticon	Contract No:	R-001-26
Contact Person:	Lisa Parker	Phone:	(863) 268-4273 x200
Event Date:	02/21/2026 - 02/22/2026	Hours:	Saturday: 9:00 AM - 4:00 PM
			Saturday Auction: 4:30 PM - 6:00 PM
			Sunday: 10:00 AM - 4:00 PM
Admission Price:	\$7.00 - \$20.00		
Vehicle Parking Fee:	\$12.00 General Parking (See Terms)	Projected Attendance:	2,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Huntington Beach Building (#12)	02/20/2026 09:30 AM - 08:00 PM	Move In	1,950.00
Saturday			
Huntington Beach Building (#12)	02/21/2026 09:00 AM - 04:00 PM	Event	3,900.00
Sunday			
Huntington Beach Building (#12)	02/22/2026 10:00 AM - 04:00 PM	Event	3,900.00
Monday			
Huntington Beach Building (#12)	02/23/2026 06:00 AM - 11:59 AM	Move Out	No Charge
Total:			9,750.00

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 ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 AM Monday - February 23, 2026 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
Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Dumpster	Estimate 17	17.00	EA	20.00	EA	340.00
Electrical Splitter Box	Estimate 19	19.00	EA	55.00	EA	1,045.00
Electrical Usage Rate	Estimate Only	1.00	EA	1,150.00	EVT	1,150.00
Forklift	TBD	TBD	EA	75.00	EA	TBD
Hang Tag - 2 Day	Estimate 51	51.00	EA	12.00	EA	612.00
Man Lift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Marquee Board	02/16/2026 - 02/22/2026	1.00	WK	Included		Included
Portable Electronic Message Board	02/21/2026 - 02/22/2026	2.00	EA	75.00	EA/DAY	300.00
Public Address System (Per Building)	02/21/2026 - 02/22/2026	1.00	EA	75.00	EA/DAY	150.00
Scissor Lift	TBD	TBD	HR	75.00	HR	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Total:						4,122.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	35.00	HR	280.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Electrician	Estimate 8 Hours	8.00	HR	75.00	HR	600.00
Event Day						
Grounds Attendant Lead	02/21/2026 08:00AM - 05:00PM	1.00	EA	35.00	HR	315.00
Grounds Attendant	02/21/2026 08:00AM - 05:00PM	1.00	EA	30.00	HR	270.00
Janitorial Attendant	02/21/2026 08:00AM - 05:00PM	2.00	EA	30.00	HR	540.00

EXHIBIT A

Event Information						
Grounds Attendant Lead	02/22/2026 09:00AM - 05:00PM	1.00	EA	35.00	HR	280.00
Grounds Attendant	02/22/2026 09:00AM - 05:00PM	1.00	EA	30.00	HR	240.00
Janitorial Attendant	02/22/2026 09:00AM - 05:00PM	2.00	EA	30.00	HR	480.00
Clean Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Electrician	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	35.00	HR	280.00
<u>Event Sales & Services</u>						
Event Coordinator	02/21/2026 08:00AM - 05:00PM	1.00	EA	57.50	HR	517.50
Event Coordinator	02/22/2026 09:00AM - 05:00PM	1.00	EA	57.50	HR	460.00
<u>Parking</u>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	35.00	HR	280.00
Parking Attendant	Estimate 16 Hours	16.00	HR	30.00	HR	480.00
<u>Safety & Security</u>						
Security Attendant - Overnight	02/20/2026 09:00PM - 07:00AM	1.00	EA	30.00	HR	300.00
Security Attendant	02/21/2026 08:00AM - 06:30PM	1.00	EA	30.00	HR	315.00
Security Attendant	02/21/2026 08:00AM - 04:30PM	2.00	EA	30.00	HR	510.00
Security Attendant - Overnight	02/21/2026 07:00PM - 08:00AM	1.00	EA	30.00	HR	390.00
Security Attendant	02/22/2026 09:00AM - 04:30PM	2.00	EA	30.00	HR	450.00
<u>Technology</u>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<u>Outside Services</u>						
Emergency Medical Services	02/21/2026 08:30AM - 04:30PM	2.00	EA	35.00	HR	560.00
Emergency Medical Services	02/22/2026 09:30AM - 04:30PM	2.00	EA	35.00	HR	490.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						9,792.00

Summary

Facility Rental Total	\$9,750.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$13,914.00
Refundable Deposit	\$1,000.00
Grand Total:	\$24,664.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	12/19/2025	\$12,332.00
Second Payment	01/20/2026	\$12,332.00
Total:		\$24,664.00

Please Remit Payment in *Check Only*

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

EXHIBIT A

Event Information

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.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

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>

OAK VIEW GROUP dba OVG HOSPITALITY

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

PARKING FEE

2026 Parking Fee is pending and subject to price increase.

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.

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, 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-004-26**

REVIEWED _____

DATE **September 13, 2025**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

January 12 - 15, 2026

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

See Exhibit A

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

Southern California Preview

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

\$24,300.75

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

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

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

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

WWSRA
726 Tenacity Drive, Unit B
Longmont, CO 80504

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

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

By: _____ Date: _____
Title: Michele Capps, Chief Business Development
Officer

EXHIBIT A

Event Information			
Event Name:	Southern California Preview	Contract No:	R-004-26
Contact Person:	Rachel Mahoney	Phone:	(303) 532-4002 x2
Event Date:	01/13/2026 - 01/15/2026	Hours:	Tuesday & Wednesday: 7:30 AM - 7:00 PM Thursday: 7:30 AM - 3:00 PM
Admission Price:	Private Event		
Vehicle Parking Fee:	Parking Buyout (See Summary and Terms)	Projected Attendance:	200

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Monday			
The Hangar	01/12/2026 08:00 AM - 06:00 PM	Move In	2,050.00
Tuesday			
The Hangar	01/13/2026 07:30 AM - 07:00 PM	Event	4,100.00
Wednesday			
The Hangar	01/14/2026 07:30 AM - 07:00 PM	Event	4,100.00
Thursday			
The Hangar	01/15/2026 07:30 AM - 03:00 PM	Event	4,100.00
Total:			14,350.00

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

Move out must be completed by 11:59 PM Thursday - January 15, 2026 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	TBD	TBD	EA	70.00	EA	TBD
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	850.00	EVT	850.00
Portable Electronic Message Board	01/13/2026 - 01/15/2026	1.00	EA	75.00	EA/DAY	225.00
Scissor Lift	TBD	TBD	EA	75.00	EA	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Total:						1,400.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	35.00	HR	140.00
Grounds Attendant	Estimate 3 Hours	3.00	HR	30.00	HR	90.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	30.00	HR	120.00
Electrician	Estimate 1 Hour	1.00	HR	75.00	HR	75.00
Event Day						
Janitorial Attendant - AM	01/13/2026 07:00AM - 11:00AM	2.00	EA	30.00	HR	240.00
Janitorial Attendant - PM	01/13/2026 01:00PM - 05:00PM	2.00	EA	30.00	HR	240.00
Janitorial Attendant - AM	01/14/2026 07:00AM - 11:00AM	2.00	EA	30.00	HR	240.00
Janitorial Attendant - PM	01/14/2026 01:00PM - 05:00PM	2.00	EA	30.00	HR	240.00
Janitorial Attendant - AM	01/15/2026 07:00AM - 11:00AM	2.00	EA	30.00	HR	240.00
Janitorial Attendant - PM	01/15/2026 11:00AM - 03:00PM	2.00	EA	30.00	HR	240.00

EXHIBIT A

Event Information

Clean Up

Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	35.00	HR	140.00
Grounds Attendant	Estimate 6 Hours	6.00	HR	30.00	HR	180.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	30.00	HR	120.00
Electrician	Estimate 1 Hour	1.00	HR	75.00	HR	75.00

Event Sales & Services

Event Coordinator	01/13/2026 06:30AM - 07:00PM	1.00	EA	57.50	HR	718.75
Event Coordinator	01/14/2026 06:30AM - 07:00PM	1.00	EA	57.50	HR	718.75
Event Coordinator	01/15/2026 06:30AM - 03:00PM	1.00	EA	57.50	HR	488.75

Safety & Security

Security Attendant	01/13/2026 06:30AM - 07:30PM	1.00	EA	30.00	HR	390.00
Security Attendant	01/14/2026 06:30AM - 07:30PM	1.00	EA	30.00	HR	390.00
Security Attendant	01/15/2026 06:30AM - 03:30PM	1.00	EA	30.00	HR	270.00

Outside Services

State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
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Total: 5,750.75

Summary

Facility Rental Total	\$14,350.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$7,150.75
Parking Buyout (<i>Based upon 150 vehicles at \$12.00 each</i>)	\$1,800.00
Refundable Deposit	\$1,000.00

Grand Total: \$24,300.75

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	10/13/2025	\$8,100.25
Second Payment	11/12/2025	\$8,100.25
Third Payment	12/12/2025	\$8,100.25

Total: \$24,300.75

Please Remit Payment in *Check Only*

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

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

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.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

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>

OAK VIEW GROUP dba OVG HOSPITALITY

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

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.

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-025-26**

DATE **October 8, 2025**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

February 27 - 28, 2026

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

See Exhibit A

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

California Bridal & Wedding Expo

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

\$16,838.25

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" "S" and "T" 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.

**American Consumer Shows, LLC
6901 Jericho Turnpike, Suite 250
Syosset, NY 11719**

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

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

By: _____ Date: _____
Title: Michele Capps, Chief Business Development Officer

EXHIBIT A

Event Information			
Event Name:	California Bridal & Wedding Expo	Contract No:	R-025-26
Contact Person:	Maria Palumbo	Phone:	(516) 422-8125
Event Date:	02/28/2026	Hours:	12:30 PM - 5:00 PM
Admission Price:	\$10.00		
Vehicle Parking Fee:	\$12.00 General Parking (See Terms)	Projected Attendance:	2,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Costa Mesa Building (#10)	02/27/2026 08:00 AM - 05:00 PM	Move In	2,450.00
Saturday			
Costa Mesa Building (#10)	02/28/2026 12:30 PM - 05:00 PM	Event	4,900.00
Total:			7,350.00

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

Move out must be completed by 11:59 PM Saturday - February 28, 2026 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 7	7.00	EA	70.00	EA	490.00
Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Dumpster	Estimate 5	5.00	EA	20.00	EA	100.00
Electrical Splitter Box	Estimate 7	7.00	EA	55.00	EA	385.00
Electrical Usage Rate	Estimate Only	1.00	EA	600.00	EVT	600.00
Forklift	TBD	TBD	EA	75.00	EA	TBD
Man Lift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Marquee Board	02/22/2026 - 02/28/2026	1.00	WK	Included		Included
Portable Electronic Message Board	02/28/2026	2.00	EA	75.00	EA/DAY	150.00
Public Address System (Per Building)	TBD	TBD	EA	75.00	EA/DAY	TBD
Scissor Lift	TBD	TBD	HR	75.00	HR	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Total:						2,100.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	30.00	HR	120.00
Electrician	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Event Day						
Grounds Attendant Lead	02/28/2026 11:30AM - 06:00PM	1.00	EA	35.00	HR	227.50
Grounds Attendant	02/28/2026 11:30AM - 06:00PM	1.00	EA	30.00	HR	195.00
Janitorial Attendant	02/28/2026 11:30AM - 06:00PM	3.00	EA	30.00	HR	585.00
Electrician	02/28/2026 11:30AM - 06:00PM	1.00	EA	75.00	HR	487.50
Clean Up						
Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	35.00	HR	140.00
Grounds Attendant	Estimate 11 Hours	11.00	HR	30.00	HR	330.00

EXHIBIT A

Event Information						
Janitorial Attendant	Estimate 4 Hours	4.00	HR	30.00	HR	120.00
Electrician	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
<u>Event Sales & Services</u>						
Event Coordinator	02/28/2026 11:30AM - 06:00PM	1.00	EA	57.50	HR	373.75
<u>Parking</u>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	35.00	HR	280.00
Parking Attendant	Estimate 16 Hours	16.00	HR	30.00	HR	480.00
<u>Safety & Security</u>						
Security Attendant Lead	02/28/2026 11:30AM - 05:30PM	1.00	EA	35.00	HR	210.00
Security Attendant	02/28/2026 11:30AM - 05:30PM	4.00	EA	30.00	HR	720.00
<u>Technology</u>						
Technology Attendant	TBD (Audio Configuration Fee)	TBD	EA	100.00	EVT	TBD
<u>Outside Services</u>						
Emergency Medical Services	02/28/2026 12:00PM - 05:30PM	2.00	EA	35.00	HR	385.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						5,888.25

Summary

Facility Rental Total	\$7,350.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$7,988.25
Refundable Deposit	\$1,500.00
Grand Total:	\$16,838.25

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$4,209.75
Second Payment	11/26/2025	\$4,209.75
Third Payment	12/29/2025	\$4,209.75
Fourth Payment	01/27/2026	\$4,209.00
Total:		\$16,838.25

Please Remit Payment in *Check Only*

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

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

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.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

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>

OAK VIEW GROUP dba OVG HOSPITALITY

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

PARKING FEE

2026 Parking Fee is pending and subject to price increase.

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.

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, American Consumer Shows, LLC must comply with request.

EXHIBIT A

Event Information

STATE FIRE MARSHAL

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

TIMED ENTRY

In order to manage building capacity as determined by State Fire Marshal, American Consumer Shows, LLC agrees to provide staffing to facilitate timed entry into the event.

FORM F-31

REVIEWED TD

APPROVED EY

AGREEMENT NO. **EQC-018-25**

DATE **September 16, 2025**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Karen Dayton** 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 15, 2025 to October 16, 2025

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:

Equine Exhibit

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

In-Kind Trade (See Exhibit A)

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" "S" and "T" 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.

Karen Dayton

By: Karen Dayton Date: 9/18/2025
Title: **Karen Dayton**

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

By: Michele Capps Date: 9/18/2025
Title: **Michele Capps, 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 excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
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.

AGREEMENT: EQC-018-25
DATED: September 16, 2025
WITH: Karen Dayton
PHONE:

EXHIBIT "A"

DATE(S) OF EVENT: **October 15, 2025 to October 16, 2025**

BUILDING(S)/LOCATION(S):

The Ranch Community CenterIn-Kind Trade

RENTER AGREES:

- That the term of this Agreement is October 15 13, 2025 to October 16, 2025.
- **To provide 2 horses for exhibit and provide general education on equine.**
- **Exhibit setup can begin on October 15 and is to be completed by Thursday, October 16, 2025 by 8:00 a.m.**
- **To provide proof of insurance upon signing this agreement.**
- To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening, and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
- To contact The Ranch Community Center staff at (714) 708-1652 to schedule dates for setup and teardown.
- That parking around the building and barns is not permitted unless of setup and teardown; approved by The Ranch Community Center staff. Staff and members are required to park in Parking Lot in a marked parking stall or where otherwise instructed by OCFEC Parking Staff.
- That no setup may take place prior to the time designated on this Rental Agreement.
- Renter is responsible for setup and teardown of exhibit.
- Staffing and additional equipment rental/usage cost are not included in this rental agreement. Please refer to the rental rates sheet on OCFair.com for more information.
- That all trash generated by renter be taken out to appropriate disposal areas at The Ranch Community Center.
- To reimburse District (OCFEC) for any out-of-pocket expenses incurred due to damage caused by Renter or its members.
- That office supplies and office equipment are not included in this rental.
- That OCFEC phones are not available for outside calls. In case of an emergency, Renter is to contact the Safety & Security Department at (714) 708-1588. Security will then notify outside emergency personnel if needed.
- Special Provisions: The Ranch Community Center Policies & Procedures Handbook is incorporated as part of this Agreement by this reference and is on file with the Association. By signing the Agreement, Renter acknowledges that Renter has read the Ranch Community Center Policies & Procedures Handbook and agrees to abide by the Ranch Community Center Policies & Procedures Handbook ocfair.com/ranchpolicies.

32nd District (OCFEC) will provide:

- To provide exhibit space for horses: One 12-foot x 24-foot box stall or two 12-foot x 12-foot box stall as an exhibit space at The Ranch Community Center.
- To provide one trailer parking.
- To provide additional table and chairs limited to what is in supply at The Ranch Community Center for The Ranch Discovery Day event.
- Parking access through Gate 9 off Arlington Drive. Should Gate 9 need to be closed, parking access will be available through Gate 8. Parking for the Ranch Discovery Day on event day will be through Gate 8.

Payment Schedule:

Payment of \$0 (In-kind trade).

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.

The OC Fair & Event Center will notify renter in the event of a new location is needed for your meeting. If meeting needs to be cancelled due to lack of meeting space. Renter will be reimbursed that month rental fee.

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.

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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.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

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

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

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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, Karen Dayton must comply with request.**

STATE FIRE MARSHAL

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

California Fair Services Authority

EXHIBIT B

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

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, burnout contests/competitions, 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, endure, 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 such as Bull Riding, Bareback, Saddle Bronc, or Mutton

Busting; **\$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$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 fair 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 32nd 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

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 S

TRUSSING/TEMPORARY SPECIAL EVENT STRUCTURE CONSTRUCTION & SAFETY CODE

For purpose of public and worker safety, the OC Fair & Event Center (OCFEC) requires that all show producers/promoters, commercial exhibitors/merchants and concessionaires incorporating trussing and other structural components such as signage, banner frames and flag poles into their exhibit/booth design or concession area must adhere to all manufacturer specifications and OSHA guidelines as well as any other applicable state and local regulation when setting up planned exhibitor/merchant or concession space. ***See below California Fire Code (CFC) reference language specific to Temporary Special Event Structures.*** Other related safety practice requirements also apply when personnel climb onto trussing, and/or stand on concession trailer roofs. Safety measures must include, but are not limited to:

- Required fall arrest system (harness and line use) by personnel exposed to fall hazard during installation, maintenance/wash and teardown periods.
- Specified installation of base plates and anchoring systems.
- Specified blocking schemes and pinning devices.

Show producers/promoters, commercial exhibitors/merchants and concessionaires not adhering to above guidelines, or deemed to be operating in an otherwise unsafe manner, may be directed to cease operations. Violations can result in counseling and other corrective measures up to and including notice of contractual default. If condition is not corrected within a reasonable remedy period based upon severity of situation or immediately when absolutely necessary, or if occurrence is a repeat violation, matter can be cause for loss of directly related rental space and/or dismissal from the OC Fair & Event Center as well as loss of consideration for future participation at the OC Fair and other planned events.

Advance request and OCFEC/State Fire Marshal review process: During application and contractual rental agreement development timeline, Renter shall submit a request to respective contracting department for OCFEC review and approval of Renter's intent to install trussing units or other such structures surrounding or adjoining designated concession or commercial exhibitor space. If provided OCFEC approval to proceed to next steps of structure planning, Renter is then required by OCFEC and California State Fire Marshal to provide structure (trussing) installation construction documentation, inclusive of a stamped engineering drawing prepared by a California registered structural engineer in accordance with the California Building Code and a letter of conformance from the party responsible for actual building of the structure. Documentation shall encompass structural integrity, wind loads and flame spread requirements, and must be available to OCFEC and fire code official upon request for review and approval in order to permit installation of planned temporary structure. In and of itself, submission of documents to OCFEC or fire code official does not constitute approval. Basis for addressing all specified construction related requirements is to protect against potential of structural collapse/upending and shock hazards. See below document content and procedural list for additional preparatory reference.



Construction documents: Construction documents shall be prepared by a California registered design professional (structural engineer) in accordance with the California Building Code and ANSI E1 .21 where applicable. Documents shall include:

1. A summary sheet showing the building code used, design criteria, loads and support reactions.
2. Detailed construction and installation drawings.
3. Design calculations.
4. Operating limits of the structure explicitly outlined by the registered design professional including environmental conditions and physical forces.
5. Effects of additive elements such as video walls, supported scenery, audio equipment, vertical and horizontal coverings.
6. Means for adequate stability including specific requirements for guying and cross-bracing, ground anchors or ballast for different ground conditions.

Designation of responsible party: The owner of the temporary special event structure shall designate in writing a person to have responsibility for the temporary special event structure on the site. The designated person shall have sufficient knowledge of the construction documents, manufacturer's recommendations and operations plan to make judgments regarding the structure's safety and to coordinate with the fire code official.

Operations plan: The operations plan shall reflect manufacturer's operational guidelines, procedures for environmental monitoring and actions to be taken under specified conditions consistent with the construction documents.

Means of egress – The means of egress for temporary special event structures shall comply with California Fire Code.

For official code standards, refer to the California Fire Code (CFC) section applicable to Temporary Special Event Structures.



Exhibit T - GenAI

GENAI TECHNOLOGY USE & REPORTING

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.



RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, Karen Dayton ("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.


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.

Executed at Orange, California on 9/18/2025, 20 .

PARTICIPANT/RELEASOR


86F017EFD45B4DD...
Signature

Address: _____

PARENT OR GUARDIAN

Signature

Address: _____

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

FORM F-31

REVIEWED TD

APPROVED EY

AGREEMENT NO. **EQC-019-25**

DATE **September 16, 2025**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Tanaka Farms** 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 15, 2025 to October 16, 2025

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:

Equine and Tanaka Farm Exhibit

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

In-Kind Trade (See Exhibit A)

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" "S" and "T" 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.

Tanaka Farms
5380 ¾ University Drive
Irvine, CA 92612

Signed by: Shelmarie Main Date: 10/8/2025
By: 3ETC1562340044A...
Title: Shelmarie Main, Director of Tanaka Farms Barnyard

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

Signed by: Michele Capps Date: 10/8/2025
By: D46CB1EE42244DE...
Title: Michele Capps, 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 excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
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.

AGREEMENT: EQC-019-25
DATED: September 16, 2025
WITH: Tanaka Farms
PHONE: [REDACTED]

EXHIBIT "A"

DATE(S) OF EVENT: **October 15, 2025 to October 16, 2025**

BUILDING(S)/LOCATION(S):

The Ranch Community CenterIn-Kind Trade

RENTER AGREES:

- That the term of this Agreement is October 15, 2025 to October 16, 2025.
- **To provide equine and/or livestock animals for Ranch Discovery Day exhibit and provide general education on animals.**
- **Exhibit setup can begin on October 15 and is to be completed by Wednesday, October 16, 2025 by 8:30 a.m.**
- **To staff the exhibit during Ranch Discovery Day event October 16 from 9:00 a.m. to 12:00 p.m. (noon).**
- **To provide professional, customer friendly service during Ranch Discovery Day and adhere to the District's standard of Conduct Policies.**
- To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening, and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
- To contact The Ranch Community Center staff at (714) 708-1652 to schedule dates for setup and teardown.
- That parking around the building and barns is not permitted unless of setup and teardown; approved by The Ranch Community Center staff. Staff and members are required to park in Parking Lot in a marked parking stall or where otherwise instructed by OCFEC Parking Staff.
- That no setup may take place prior to the time designated on this Rental Agreement.
- Renter is responsible for setup and teardown of exhibit.
- Staffing and additional equipment rental/usage cost are not included in this rental agreement. Please refer to the rental rates sheet on OCFair.com for more information.
- That all trash generated by renter be taken out to appropriate disposal areas at The Ranch Community Center.
- To reimburse District (OCFEC) for any out-of-pocket expenses incurred due to damage caused by Renter or its members.
- That office supplies and office equipment are not included in this rental.
- That OCFEC phones are not available for outside calls. In case of an emergency, Renter is to contact the Safety & Security Department at (714) 708-1588. Security will then notify outside emergency personnel if needed.
- Special Provisions: The Ranch Community Center Policies & Procedures Handbook is incorporated as part of this Agreement by this reference and is on file with the Association. By signing the Agreement, Renter acknowledges that Renter has read the Ranch Community Center Policies & Procedures Handbook and agrees to abide by the Ranch Community Center Policies & Procedures Handbook ocfair.com/ranchpolicies.

32nd District (OCFEC) will provide:

- To provide exhibit space for animals: One to two 12-foot x 12-foot box stall as an exhibit space at The Ranch Community Center. Number of stalls will depend on number of animals.
- To provide Special Event Liability Insurance (SELI), which will satisfy the General Liability requirement as listed in Exhibit E – Insurance Requirements, and as attached hereto and incorporated herein. Contractor is responsible for providing evidence of coverage for Automobile Liability and/or Workers' Compensation insurance, as applicable.
- To allow Contractor to place Tanaka Farms signage in exhibit space promoting their business.
- To list Tanaka Farms on The Ranch Discovery Day map.
- To provide additional table and chairs limited to what is in supply at The Ranch Community Center for The Ranch Discovery Day event.
- To provide one trailer parking.
- Parking access through Gate 9 off Arlington Drive. Should Gate 9 need to be closed, parking access will be available through Gate 8. Parking for the Ranch Discovery Day event will through Gate 8.

Payment Schedule:

Payment of \$0 (In-kind trade).

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.

The OC Fair & Event Center will notify renter in the event of a new location is needed for your meeting. If meeting needs to be cancelled due to lack of meeting space. Renter will be reimbursed that month rental fee.

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.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

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>

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, Tanaka Farms must comply with request.**

STATE FIRE MARSHAL

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

California Fair Services Authority

EXHIBIT B

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

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, burnout contests/competitions, 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, endure, 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 such as Bull Riding, Bareback, Saddle Bronc, or Mutton

Busting; **\$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$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.

State of California

EXHIBIT "C"

Division of Fairs & Expositions

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 fair 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 32nd 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

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 S

TRUSSING/TEMPORARY SPECIAL EVENT STRUCTURE CONSTRUCTION & SAFETY CODE

For purpose of public and worker safety, the OC Fair & Event Center (OCFEC) requires that all show producers/promoters, commercial exhibitors/merchants and concessionaires incorporating trussing and other structural components such as signage, banner frames and flag poles into their exhibit/booth design or concession area must adhere to all manufacturer specifications and OSHA guidelines as well as any other applicable state and local regulation when setting up planned exhibitor/merchant or concession space. ***See below California Fire Code (CFC) reference language specific to Temporary Special Event Structures.*** Other related safety practice requirements also apply when personnel climb onto trussing, and/or stand on concession trailer roofs. Safety measures must include, but are not limited to:

- Required fall arrest system (harness and line use) by personnel exposed to fall hazard during installation, maintenance/wash and teardown periods.
- Specified installation of base plates and anchoring systems.
- Specified blocking schemes and pinning devices.

Show producers/promoters, commercial exhibitors/merchants and concessionaires not adhering to above guidelines, or deemed to be operating in an otherwise unsafe manner, may be directed to cease operations. Violations can result in counseling and other corrective measures up to and including notice of contractual default. If condition is not corrected within a reasonable remedy period based upon severity of situation or immediately when absolutely necessary, or if occurrence is a repeat violation, matter can be cause for loss of directly related rental space and/or dismissal from the OC Fair & Event Center as well as loss of consideration for future participation at the OC Fair and other planned events.

Advance request and OCFEC/State Fire Marshal review process: During application and contractual rental agreement development timeline, Renter shall submit a request to respective contracting department for OCFEC review and approval of Renter's intent to install trussing units or other such structures surrounding or adjoining designated concession or commercial exhibitor space. If provided OCFEC approval to proceed to next steps of structure planning, Renter is then required by OCFEC and California State Fire Marshal to provide structure (trussing) installation construction documentation, inclusive of a stamped engineering drawing prepared by a California registered structural engineer in accordance with the California Building Code and a letter of conformance from the party responsible for actual building of the structure. Documentation shall encompass structural integrity, wind loads and flame spread requirements, and must be available to OCFEC and fire code official upon request for review and approval in order to permit installation of planned temporary structure. In and of itself, submission of documents to OCFEC or fire code official does not constitute approval. Basis for addressing all specified construction related requirements is to protect against potential of structural collapse/upending and shock hazards. See below document content and procedural list for additional preparatory reference.



Construction documents: Construction documents shall be prepared by a California registered design professional (structural engineer) in accordance with the California Building Code and ANSI E1 .21 where applicable. Documents shall include:

1. A summary sheet showing the building code used, design criteria, loads and support reactions.
2. Detailed construction and installation drawings.
3. Design calculations.
4. Operating limits of the structure explicitly outlined by the registered design professional including environmental conditions and physical forces.
5. Effects of additive elements such as video walls, supported scenery, audio equipment, vertical and horizontal coverings.
6. Means for adequate stability including specific requirements for guying and cross-bracing, ground anchors or ballast for different ground conditions.

Designation of responsible party: The owner of the temporary special event structure shall designate in writing a person to have responsibility for the temporary special event structure on the site. The designated person shall have sufficient knowledge of the construction documents, manufacturer's recommendations and operations plan to make judgments regarding the structure's safety and to coordinate with the fire code official.

Operations plan: The operations plan shall reflect manufacturer's operational guidelines, procedures for environmental monitoring and actions to be taken under specified conditions consistent with the construction documents.

Means of egress – The means of egress for temporary special event structures shall comply with California Fire Code.

For official code standards, refer to the California Fire Code (CFC) section applicable to Temporary Special Event Structures.



Exhibit T - GenAI

GENAI TECHNOLOGY USE & REPORTING

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.




RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, Shelmarie Main ("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.

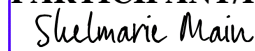
I verify this statement by placing my initials here: 
Parent or Guardian's initials (if under 18): _____

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.

Executed at Orange, California on 10/8/2025, 20 .

PARTICIPANT/RELEASOR


3ETC1562340044A...
Signature

Address: _____

PARENT OR GUARDIAN

Signature

Address: _____

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

CFSA EVIDENCE OF COVERAGE AND ACKNOWLEDGEMENT FORM

**COVERED SPECIAL
EVENT OPERATOR:**

As specified on the
Special Events Coverage Receipt

ISSUED BY:

California Fair Services Authority
1776 Tribute Road, Suite 100
Sacramento, CA 95815

DESCRIPTION OF OPERATIONS: SPECIAL EVENTS COVERAGE; LESSEES, CONCESSIONAIRES, EXHIBITORS AND OTHER SPECIAL EVENT OPERATORS.

Coverages: The California Fair Services Authority pooled Special Events liability program will provide general liability coverages for special event users of facilities at designated fairgrounds. Coverage will be provided pursuant to Section 6516.5 of the California Government Code and applicable Special Events Program Memorandum of Coverage*. See Special Conditions/Restrictions below for explanation of coverage provided. **THIS COVERAGE IS SECONDARY TO ANY OTHER TYPE OF INSURANCE THE COVERED SPECIAL EVENT OPERATOR MAY HAVE ACCESS TO INCLUDING HOMEOWNERS AND/OR BUSINESS INSURANCE.**

GENERAL LIABILITY

- ☒ Commercial General Liability
☒ Occurrence Form
☒ Special Conditions as Noted Below

Automobile risk is not covered hereunder.
Damage to or loss of fair property is not covered hereunder.

- Limits are \$1,000,000 Per Occurrence, inclusive of defense costs.
- Protection for liability from bodily injury, property damage, personal and advertising injury and products provided under the Memorandum* Stating the Terms and Conditions of the Special Events Program Administered by CFSA.

COVERED SPECIAL EVENT OPERATORS - LESSEES, CONCESSIONAIRES, EXHIBITORS, OR OTHER SPECIAL EVENT OPERATORS, AS SPECIFIED ON THE SPECIAL EVENTS COVERAGE FORM ATTACHED.

Additional Covered Entities and Individuals - The State of California, California Fair Services Authority, District Agricultural Associations, County Fair, County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, or California Exposition & State Fair, or Entities (public or non-profit) operating California Designated agricultural fairs, their respective directors, officers, agents, servants and employees; but only as respects the negligence and resulting liability emanating from operations performed at the facilities rented or leased to Covered Special Event Operator, as specified on the Special Events Coverage Receipt form attached.

SPECIAL CONDITIONS/RESTRICTIONS/OTHER COVERAGES:

- The CFSA Special Events Program is a pooled liability program, operated pursuant to Government Code Section 6516.5 and applicable Memorandum of Coverage*. Section 6516.5 provides that the aggregate payments made under the Program cannot exceed the amount available in the pool. Therefore, the \$1,000,000 per occurrence limit provided under the Program is the most that could be paid on a particular claim. Payments for liability losses for all program participants may not exceed the amount available in the pool. Thus, when the pool covers a participant's loss, the pool's available monies shrink by that amount. It is possible, therefore, that available funds at any given time might be less than the amount of a valid claim or claims.
- Coverage applies hereunder for only the specific dates and operations as indicated on the Special Events Coverage Receipt form.
- **As to lessees, concessionaires, exhibitors or other special event operators only, coverage is excess over any other valid and collectible coverage.**
- Products coverage is limited solely to food and beverage concessionaires.
- All matters regarding accidents or claims should be reported to the fair manager and California Fair Services Authority, Attention Claims Department, 1776 Tribute Road, Suite 100, Sacramento, California 95815, (916) 263-6171.

*A copy of the applicable Special Events Program Memorandum of Coverage is available from the Fair or by contacting California Fair Services Authority, (916)-263-6174.

Shelmarie Main

Special Event Operator), have read and understand the above Evidence of Coverage.

Shelmarie Main

10/8/2025

Special Event Operator Signature

Date

FORM F-31

AGREEMENT NO. **R-079-25 REVISED**

REVIEWED _____

DATE **September 29, 2025**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

October 10 - 13, 2025

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 Fall Home Show

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

\$21,567.50

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" "S" and "T" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force

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

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

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

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

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

By: _____ Date: _____
Title: Sylvia Andersen, Promoter

By: _____ Date: _____
Title: Michele Capps, Chief Business Development Officer

EXHIBIT A

Event Information				
Event Name:	OC Fall Home Show	Contract No:	R-079-25 REVISED	
Contact Person:	Sylvia Andersen	Phone:	(801) 599-6664	
Event Date:	10/11/2025 - 10/12/2025	Hours:	Saturday: 10:00 AM - 6:00 PM Sunday: 10:00 AM - 5:00 PM	
Admission Price:	TBD			
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	1,000	

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Los Alamitos Building (#14)	10/10/2025 08:00 AM - 10:00 PM	Move In	1,712.50
Saturday			
Los Alamitos Building (#14)	10/11/2025 10:00 AM - 06:00 PM	Event	3,425.00
Sunday			
Los Alamitos Building (#14)	10/12/2025 10:00 AM - 05:00 PM	Event	3,425.00
Monday			
Los Alamitos Building (#14)	10/13/2025 06:00 AM - 12:00 PM	Move Out	No Charge

Total: 8,562.50

Hosting of this event in the above specified space, Los Alamitos Building, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also 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 12:00 PM Monday - October 13, 2025 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	TBD	TBD	EA	15.00	EA	TBD
Dumpster	Estimate 5	5.00	EA	20.00	EA	100.00
Electrical Splitter Box	Estimate 2	2.00	EA	55.00	EA	110.00
Electrical Usage Rate	Estimate Only	1.00	EA	550.00	EVT	550.00
Forklift	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Man Lift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Marquee Board	10/06/2025 - 10/12/2025	1.00	WK	Included		Included
Portable Electronic Message Board	10/11/2025 - 10/12/2025	2.00	EA	75.00	EA/DAY	300.00
Public Address System (Per Building)	10/11/2025 - 10/12/2025	1.00	EA	75.00	EA/DAY	150.00
Scissor Lift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Total:						1,960.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	34.00	HR	136.00
Grounds Attendant	Estimate 6 Hours	6.00	HR	29.00	HR	174.00
Janitorial Attendant	Estimate 6 Hours	6.00	HR	29.00	HR	174.00
Electrician	Estimate 2 Hours	2.00	HR	72.50	HR	145.00
Event Day						
Grounds Attendant Lead	10/11/2025 09:00AM - 07:00PM	1.00	EA	34.00	HR	340.00
Grounds Attendant	10/11/2025 09:00AM - 07:00PM	1.00	EA	29.00	HR	290.00

EXHIBIT A

Event Information						
Janitorial Attendant	10/11/2025 09:00AM - 07:00PM	2.00	EA	29.00	HR	580.00
Electrician	10/11/2025 09:00AM - 07:00PM	1.00	EA	72.50	HR	725.00
Grounds Attendant Lead	10/12/2025 09:00AM - 06:00PM	1.00	EA	34.00	HR	306.00
Grounds Attendant	10/12/2025 09:00AM - 06:00PM	1.00	EA	29.00	HR	261.00
Janitorial Attendant	10/12/2025 09:00AM - 06:00PM	2.00	EA	29.00	HR	522.00
Electrician	10/12/2025 09:00AM - 06:00PM	1.00	EA	72.50	HR	652.50
Clean Up						
Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	34.00	HR	136.00
Grounds Attendant	Estimate 10 Hours	10.00	HR	29.00	HR	290.00
Janitorial Attendant	Estimate 6 Hours	6.00	HR	29.00	HR	174.00
Electrician	Estimate 2 Hours	2.00	HR	72.50	HR	145.00
Event Sales & Services						
Event Coordinator	10/11/2025 09:00AM - 07:00PM	1.00	EA	56.00	HR	560.00
Event Coordinator	10/12/2025 09:00AM - 06:00PM	1.00	EA	56.00	HR	504.00
Parking						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	34.00	HR	272.00
Parking Attendant	Estimate 16 Hours	16.00	HR	29.00	HR	464.00
Safety & Security						
Security Attendant	10/11/2025 09:00AM - 06:30PM	2.00	EA	29.00	HR	551.00
Security Attendant	10/12/2025 09:00AM - 05:30PM	2.00	EA	29.00	HR	493.00
Technology						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
Outside Services						
Emergency Medical Services	10/11/2025 09:30AM - 06:30PM	2.00	EA	34.00	HR	612.00
Emergency Medical Services	10/12/2025 09:30AM - 05:30PM	2.00	EA	34.00	HR	544.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						9,545.00

Summary

Facility Rental Total	\$8,562.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$11,505.00
Refundable Deposit	\$1,500.00
Grand Total:	\$21,567.50

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment	PAID	\$10,000.00
Second Payment	<i>Upon Signing</i>	\$11,567.50
Total:		\$21,567.50

EXHIBIT A

Event Information

Please Remit Payment in *Check Only*

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

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

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.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

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>

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

REVIEWED _____

DATE **September 11, 2025**

FAIRTIME

APPROVED _____

INTERIM **XX****RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **James R. Glidewell Dental Ceramics, 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

December 9 - 13, 2025

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 caused by Renter, its invitees, or contractors, 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:

Glidewell Holiday Party

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

\$75,873.25

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" "S" and "T" 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, provided that any amount paid by Renter to the Association pursuant to this Agreement is refunded to Renter.
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.

James R. Glidewell Dental Ceramics, Inc.
4141 MacArthur Boulevard
Newport Beach, CA 92660

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

By: _____ Date: _____
Title: **Lisa Maxson, Chief Financial Officer**

By: _____ Date: _____
Title: **James Canfield, Chief Executive Officer**

EXHIBIT A

Event Information			
Event Name:	Glidewell Holiday Party	Contract No:	R-085-25 REVISED
Contact Person:	Joelle Fegan	Phone:	(831) 214-2499
Event Date:	12/12/2025	Hours:	5:00 PM - 10:30 PM

Admission Price:	Private Event		
Vehicle Parking Fee:	Parking Buyout (See Summary)	Projected Attendance:	4,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Tuesday			
Costa Mesa Building (#10)	12/09/2025 07:00 AM - 11:59 PM	Move In	2,412.50
Huntington Beach Building (#12)	12/09/2025 07:00 AM - 11:59 PM	Move In	1,912.50
Wednesday			
Costa Mesa Building (#10)	12/10/2025 07:00 AM - 11:59 PM	Move In	2,412.50
Huntington Beach Building (#12)	12/10/2025 07:00 AM - 11:59 PM	Move In	1,912.50
Thursday			
Costa Mesa Building (#10)	12/11/2025 07:00 AM - 11:59 PM	Move In	2,412.50
Huntington Beach Building (#12)	12/11/2025 07:00 AM - 11:59 PM	Move In	1,912.50
Friday			
Costa Mesa Building (#10)	12/12/2025 05:00 PM - 10:30 PM	Event	4,825.00
Courtyard	12/12/2025 05:00 PM - 10:30 PM	Event	1,050.00
Huntington Beach Building (#12)	12/12/2025 05:00 PM - 10:30 PM	Event	3,825.00
Santa Ana Pavilion (Parade of Products)	12/12/2025 05:00 PM - 10:30 PM	Event	2,425.00
Saturday			
Costa Mesa Building (#10)	12/13/2025 07:00 AM - 11:59 PM	Move Out	2,412.50
Courtyard	12/13/2025 07:00 AM - 11:59 PM	Move Out	525.00
Huntington Beach Building (#12)	12/13/2025 07:00 AM - 11:59 PM	Move Out	1,912.50
Santa Ana Pavilion (Parade of Products)	12/13/2025 07:00 AM - 11:59 PM	Move Out	1,212.50

Total: 31,162.50

Hosting of this event in the above specified spaces, Costa Mesa Building, Courtyard, Huntington Beach Building, 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 11:59 PM Saturday - December 13, 2025 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
25 MB Internet - Hard Line	12/12/2025	4.00	EA	250.00	EA/DAY	1,000.00
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
100 Amp Drop	Estimate 3	3.00	EA	180.00	EA	540.00
200 Amp Drop	TBD	TBD	EA	360.00	EA	TBD
400 Amp Drop	Estimate 1	1.00	EA	720.00	EA	720.00
40 Yard Dumpster	Estimate 2	2.00	EA	232.00	EA	464.00
Coroplast Sheets	Estimate 60	60.00	EA	5.00	EA	300.00
Dumpster	TBD	TBD	EA	20.00	EA	TBD
Electrical Splitter Box	Estimate 9	9.00	EA	55.00	EA	495.00
Electrical Usage Rate	Estimate Only	1.00	EA	1,900.00	EVT	1,900.00
Forklift	Estimate 9 Hours	9.00	HR	75.00	HR	675.00
Forklift (40 Yard Dumpster)	Estimate 18 Hours	18.00	HR	75.00	HR	1,350.00
Gaffers Tape	Estimate 18	18.00	EA	35.00	EA	630.00
Portable Electronic Message Board	12/12/2025	2.00	EA	75.00	EA/DAY	150.00

EXHIBIT A

Event Information						
Public Address System (Per Building)	TBD	TBD	EA	75.00	EA/DAY	TBD
Scissor Lift	Estimate 7 Hours	7.00	HR	75.00	HR	525.00
Sweeper (In-House)	Estimate 12 Hours	12.00	HR	75.00	HR	900.00
Tonnage Weight (40 Yard Dumpster)	Estimate 6 Tons	6.00	TON	80.00	TON	480.00
Wireless Internet Router	TBD	TBD	EA	75.00	EA	TBD
Total:						10,129.00
Reimbursable Personnel and Services Fees						
Description	Date-Time	Units		Rate		Actual
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 10 Hours	10.00	HR	34.00	HR	340.00
Grounds Attendant	Estimate 32 Hours	32.00	HR	29.00	HR	928.00
Janitorial Attendant	Estimate 24 Hours	24.00	HR	29.00	HR	696.00
Electrician	Estimate 14 Hours	14.00	HR	72.50	HR	1,015.00
Event Day						
Grounds Attendant Lead	12/12/2025 04:00PM - 11:30PM	1.00	EA	34.00	HR	255.00
Grounds Attendant	12/12/2025 04:00PM - 11:30PM	5.00	EA	29.00	HR	1,087.50
Janitorial Attendant Lead	12/12/2025 04:00PM - 11:30PM	1.00	EA	34.00	HR	255.00
Janitorial Attendant	12/12/2025 04:00PM - 11:30PM	14.00	EA	29.00	HR	3,045.00
Electrician	12/12/2025 04:00PM - 11:30PM	1.00	EA	72.50	HR	543.75
Clean Up						
Grounds Attendant Lead	Estimate 9 Hours	9.00	HR	34.00	HR	306.00
Grounds Attendant	Estimate 40 Hours	40.00	HR	29.00	HR	1,160.00
Janitorial Attendant	Estimate 12 Hours	12.00	HR	29.00	HR	348.00
Electrician	Estimate 10 Hours	10.00	HR	72.50	HR	725.00
<u>Event Sales & Services</u>						
Event Coordinator	12/12/2025 04:00PM - 11:30PM	1.00	EA	56.00	HR	420.00
<u>Parking</u>						
Parking Attendant Lead	Estimate 7 Hours	7.00	HR	34.00	HR	238.00
Parking Attendant	Estimate 25 Hours	25.00	HR	29.00	HR	725.00
<u>Safety & Security</u>						
Security Attendant Lead	12/12/2025 04:00PM - 11:00PM	1.00	EA	34.00	HR	238.00
<u>Technology</u>						
Technology Attendant	TBD	TBD	EA	56.00	HR	TBD
<u>Outside Services</u>						
Emergency Medical Services	12/12/2025 04:30PM - 11:00PM	2.00	EA	34.00	HR	442.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						13,161.75
Summary						
Facility Rental Total						\$31,162.50
Estimated Equipment, Reimbursable Personnel and Services Total						\$23,290.75
Parking Buyout (Based upon 1,660 vehicles at \$12.00 each; 2024 Actual = 1,655 Vehicles)						\$19,920.00
Refundable Deposit						\$1,500.00
Grand Total:						\$75,873.25

EXHIBIT A

Event Information

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$25,291.50
Second Payment	10/13/2025	\$25,291.50
Third Payment	11/12/2025	\$25,290.25
Total:		\$75,873.25

Please Remit Payment in *Check Only*

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

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

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.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

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>

FUTURE PARKING BUYOUT TERMS

Event Coordinator will work with Renter to create physical parking passes to be collected from attendees during the 2025 Glidewell Holiday Party. A final count of these passes will be conducted at the conclusion of the event and be included in the event settlement. Accordingly, this count will become the basis for parking buyout terms in the 2026 Glidewell Holiday Party rental agreement.

EXHIBIT A

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OAK VIEW GROUP dba OVG HOSPITALITY

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