

**OC FAIR & EVENT CENTER
RENTAL AGREEMENTS FOR BOARD APPROVAL
FEBRUARY 2026**

NEW

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
RA-EQC010-26	Stiegler Show Productions, LLC	SP Inaugural Week 1 Horse Show	Horse Show	TRCC	3/20/26-3/22/26	\$13,700.00
RA-EQC011-26	Hapa Honey Farm	Ranch Discovery Days	Exhibit	TRCC	2/10/26-12/31/26	In-Kind Trade
RA-EQC012-26	Karen Dayton	Ranch Discovery Days	Exhibit	TRCC	2/10/26-12/31/26	In-Kind Trade
RA-EQC014-26	Kruse Feed & Supply	Ranch Discovery Days	Exhibit	TRCC	1/01/26-12/31/26	In-Kind Trade
RA-EQC013-26	Tanaka Farms	Ranch Discovery Days	Exhibit	TRCC	2/10/26-12/31/26	In-Kind Trade
R-009-26	SOCA Fights	Fight Club OC	Competition/Tournament (COM)	The Hangar	02/11/26-02/12/26	\$21,178.25
R-015-26	Giant Shows, Inc	Great Train Show	Consumer Show (CON)	Costa Mesa Building (#10); Main Mall	02/13/26-02/16/26	\$31,116.00
R-016-26	Gem Faire, Inc.	Gem Faire	Consumer Show (CON)	Costa Mesa Building (#10); Main Mall; Santa Ana Pavilion (Parade of Products)	02/18/26-02/23/26	\$54,512.00
R-017-26	Gem Faire, Inc.	Gem Faire	Consumer Show (CON)	Costa Mesa Building (#10); Main Mall; Santa Ana Pavilion (Parade of Products)	05/06/26-05/11/26	\$54,512.00
R-021-26	Ultimate Trade Shows & Events, Inc.	OC Home & Garden Show	Consumer Show (CON)	The Hangar	02/20/26-02/23/26	\$23,537.00
R-024-26	Sugar Plum Festivals	Sugar Plum Festivals	Consumer Show (CON)	Los Alamitos Building (#14)	02/24/26-03/02/26	\$32,808.00
R-029-26	Apartment Association of Orange County	The Rental Housing Show	Consumer Show (CON)	Costa Mesa Building (#10); Huntington Beach Building (#12)	03/17/26-03/19/26	\$32,129.00
R-051-26	FoodieLand LLC	626 Night Market	Food Festival (FOODF)	OC Promenade (Span); Parking Lot G; Parking Lot I	05/26/26-06/01/26	\$152,871.00
R-060-26	Escalent	Escalent Auto Research	Research & Development (RD)	Anaheim Building (#16); Parking Lot I	01/13/26-01/21/26	\$70,367.00
R-061-26	TMT Productions, LLC	Night Nation Run	Festival (FST)	Country Meadows; Crafters Village; Pacific	05/08/26-05/09/26	\$34,070.75
R-062-26	Share Our Selves Corporation	SOS Wild & Crazy Taco Night	Fundraiser (FUNR)	Plaza Pacifica	05/07/26-05/07/26	\$15,384.50
R-067-26	Vanguard University	Vanguard Overflow Parking	Parking (PARK)	Parking Lot B; Parking Lot C	01/15/26-04/30/26	\$5,600.00
R-068-26	Southwest Traders	SWT Product Show	Consumer Show (CON)	The Hangar	03/25/26-03/26/26	\$17,699.50
R-069-26	Orange County Wine Society	OCWS Meeting	Meeting/Seminar (MEE)	Baja Grill	03/22/26-03/22/26	\$2,100.00
R-070-26	Shaw & Sons, Inc	Shaw & Sons Holiday Party	Party (PAR)	Baja Grill; Baja Grill Grass	02/20/26-02/20/26	\$5,502.50
R-074-26	Precision Dynamics Int'l, LLC	Nissan/Infiniti Field Ride & Drive	Research & Development (RD)	Parking Lot I	02/09/26-02/12/26	\$17,784.50

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CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-076-26	College Board	OC Pathways Employer Engagement	Meeting/Seminar (MEE)	Baja Grill	02/25/26-02/25/26	\$4,460.00

AMENDMENTS

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
RA-EQC001-26 (Amend. #1)	All About Horses OC, LLC	The Ranch Community Center Equestrian Facility Boarding	Horse Boarding & Care	Trailer (1); Facilities Use Fee	01/01/26-12/31/26	\$6,804.00
R-106-25 (Amend. #2)	Celebration Festivals LLC	Winter Fest OC <i>Amended: extended dates</i>	Education (EDUCA)	Huntington Beach Building (#12); Santa Ana Pavilion (Parade of Products)	11/03/25-01/18/26	\$391,746.63
R-023-26 (REV. # 2)	Orange County Department of Education	OC Pathways Showcase <i>Revised: dates revised one day earlier</i>	Education (EDUCA)	Huntington Beach Building (#12); Santa Ana Pavilion (Parade of Products)	02/24/26-02/26/26	\$28,467.00
R-028-26 (REV. #1)	Emerald X LLC	Overland Expo So Cal 2026 <i>Revised: agreement cover page language updates; removed building from layout</i>	Consumer Show (CON)	Anaheim Building (#16); Costa Mesa Building (#10); Country Meadows; Courtyard; Crafters Village; Festival Field Grass; Huntington Beach Building (#12); Los Alamitos Building (#14); Main Mall; OC Promenade (Span); Park Plaza; Parking Lot I; Parking Lot J (FFZ); Santa Ana Pavilion (Parade of Products); The Hangar	03/11/26-03/16/26	\$239,782.50
R-044-26 (Amend. #1)	TinyFest, LLC	TinyFest California <i>Amended: added load in day</i>	Competition/Tournament (COM)	The Hangar	04/16/26-04/20/26	\$51,206.00
R-046-26 (REV. #2)	IBJJF dba International BJJ Inc.	IBJJF <i>Revised: agreement cover page language updates; event transitioned to "in house" event</i>	Competition/Tournament (COM)	The Hangar	02/25/26-03/02/26	\$39,719.50
R-053-26 (REV. #1)	VIBE Gymnastics LLC	GOOD VIBES Classic <i>Revised: event end time change, staffing hours updated</i>	Competition/Tournament (COM)	The Hangar	01/22/26-01/25/26	\$45,354.51

FORM F-31

AGREEMENT NO. **RA-EQC010-26**

REVIEWED TD

DATE **1/26/2026**

FAIRTIME

INTERIM **XX**

APPROVED EY

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 **Stiegler Show Productions, 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:

March 20 to March 22, 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:

SP Inaugural Week 1 Horse Show

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

Total Amount: \$13,700.00

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

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

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

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

Stiegler Show Productions, LLC
Robyn Stiegler
18725 Redwing Street
Tarzana, CA 91356
(949) 355-9557

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

By: _____ Date: _____
Title: Robyn Stiegler, Renter

By: _____ Date: _____
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 expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
10. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.

11. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.

12. No Renter will be permitted to sell or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

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

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

15. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.

16. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."

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

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

19. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

20. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

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

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

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade, Centennial Farm, Equestrian Center, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT A

Event Information

Event Name:	SP Inaugural Week 1 Horse Show	Contract No:	RA-EQC010-26
Contact Person:	Robyn Stiegler	Phone:	
Event Date:	03/21/2026 - 03/22/2026	Hours:	Sat & Sun: 8:00 AM - 5:00 PM
Admission Price:	Free	Projected Attendance:	90
Vehicle Parking Fee:	Free	Projected Number of Horses:	30-40

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Arena #1 (Mesa) Show Arena	03/20/2026 9:30 AM - 04:30 PM	Move In	Included
Arena #2 (Orange) Warm Up	03/20/2026 9:30 AM - 04:30 PM	Move In	Included
Arena #3 (Arlington)	N/A	N/A	N/A
Saturday			
Arena #1 (Mesa) Show Arena	03/21/2026 8:00 AM - 05:00 PM	Event	787.50
Arena #2 (Orange) Warm Up	03/21/2026 8:00 AM - 05:00 PM	Event	787.50
Arena #3 (Arlington)	N/A	N/A	N/A
Sunday			
Arena #1 (Mesa) Show Arena	03/22/2026 8:00 AM - 05:00 PM	Event	787.50
Arena #2 (Orange) Warm Up	03/22/2026 8:00 AM - 05:00 PM	Event	787.50
Arena #4 (Arlington)	N/A	N/A	N/A
Total:			3,150.00

Move out must be completed by 11:59 PM Sunday -March 22, 2026 to avoid additional charges.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Box Stalls (12' x 12') - 1 Day Event	TBD	TBD EA	85.00 EA/DAY	TBD
Box Stalls (12' x 12') - 2 Day Event	03/21/2026 - 03/22/2026	30.00 EA	125.00 EA/DAY	3,750.00
Tack Room (12' x 12') - 1 Day Event	TBD	TBD EA	35.00 EA	TBD
Tack Room (12' x 12') - 2 Day Event	03/21/2026 - 03/22/2026	3.00 EA	70.00 EA	210.00
Trailer Parking	TBD	TBD EA	30.00 EA	TBD
Show Office (12' x 12' tack room)	TBD	TBD EA	TBD EA	TBD
Dumpster (Manure)	Estimate 6	6.00 EA	Included	Included
Dumpster (Trash)	Estimate 2	2.00 EA	20.00 EA	40.00
Electrical Usage Rate	Estimate Only	TBD EA	TBD EVT	TBD
Electical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Portable PA System - Small	Estimate 1	1.00 EA	Included	Included
Shavings	TBD	TBD EA	10.00 EA	TBD
Sweeper	Estimate 2 Hours	TBD HR	75.00 HR	TBD
Alfalfa	TBD	TBD EA	24.00 EA	TBD
Timothy	TBD	TBD EA	36.00 EA	TBD
Total:				4,000.00

Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
TRCC				
Event Coordinator	03/21/2026 07:00AM - 05:00PM	1.00 EA	57.50 HR	575.00
Event Coordinator	03/22/2026 07:00AM - 05:00PM	1.00 EA	57.50 HR	575.00
Event Operations				
Set Up				
Grounds Attendant	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Janitorial Attendant	TBD	0.00 HR	30.00 HR	TBD
Electrician	TBD	TBD HR	75.00 HR	TBD

EXHIBIT A

Event Information

Event Day

Grounds Attendant	03/21/2026 07:00AM - 05:00PM	1.00	EA	30.00	HR	300.00
Janitorial Attendant	03/22/2026 07:00AM - 05:00PM	1.00	EA	30.00	HR	300.00
Grounds Attendant	03/21/2026 07:00AM - 05:00PM	1.00	EA	30.00	HR	300.00
Janitorial Attendant	03/22/2026 07:00AM - 05:00PM	1.00	EA	30.00	HR	300.00

Clean Up

Grounds Attendant	Estimate 4 Hours	4.00	HR	30.00	HR	120.00
Janitorial Attendant	TBD	TBD	HR	30.00	HR	TBD
Electrician	TBD	TBD	HR	75.00	HR	TBD

Parking

Parking Attendant Lead	Estimate 8 Hours	8.00	HR	35.00	HR	280.00
Parking Attendant	Estimate 20 Hours	20.00	HR	30.00	HR	600.00

Safety & Security

Security Attendant	03/21/2026 07:00AM - 05:00PM	2.00	EA	30.00	HR	600.00
Security Attendant	03/22/2026 07:00AM - 05:00PM	2.00	EA	30.00	HR	600.00

Outside Services

Emergency Medical Services	03/21/2026 07:00AM - 05:00PM	1.00	EA	34.00	HR	340.00
Emergency Medical Services	03/22/2026 07:00AM - 05:00PM	1.00	EA	34.00	HR	340.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	400.00	EVT	400.00

Total: 5,750.00

Summary

Facility Rental Total	\$3,150.00
Estimated Reimbursable Personnel and Services Total	\$5,750.00
Estimated Equipment Total (i.e. Stall, Hay and Dumpsters)	\$4,000.00
Refundable Deposit	\$800.00

Grand Total: \$13,700.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Refundable Deposit	Upon Signing	\$800.00
First Payment	2/16/2026	\$3,150.00
Second Payment	3/9/2026	\$5,750.00
Third Payment	3/19/2026	\$4,000.00

Total: \$13,700.00

Please Remit Payment in *Check Only*

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

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

EXHIBIT "A"

DATE(S) OF EVENT: March 20, 2026 and ending March 22, 2026

EVENT NAME: SP Inaugural Week 1 Horse Show

LOCATION(S):

32nd District Agricultural Association dba OC Fair & Event Center (OCFEC) – The Ranch Community Center – 905 Arlington Drive, Costa Mesa, CA 92626

RENTER AGREES:

A. GENERAL POLICIES AND PROCEDURES

- 1) Renter contracts with OCFEC, and OCFEC agrees to provide services and facilities to Renter for the purpose of a Horse Show at OCFEC's current rates and charges. OCFEC's current rates and charges are set forth in the Schedule of Fees (Exhibit A) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. OCFEC reserves the right to change its current rates and charges on 30-day notice. Renter agrees to pay all charges for services and other goods and livestock services at OCFEC's then current rate. This agreement may be terminated by either party on 30 day written notice prior to move in, subject to the provisions of #8 and #9 of Rental Agreement.
- 2) A deposit is required when booking your date, with the full amount due by event date. If Renter cancels event with less than 15 day written notice prior to move in, a **\$250** (two-hundred and fifty dollar) administration fee will be taken out of your deposit. Renter shall assure that the Premises upon Renter move-out is left in the same condition in which Renter took possession. The refundable deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than 30 (thirty) days after event or cancellation.
- 3) Buildings/Grounds will be available for use only on the dates listed on the Rental Agreement. Facility rental rates include set up and clean up time. Set up day will be established as the day prior to the first event day. Set up hours are from 9:30 a.m. to 4:30 p.m. Clean-up will be established as the conclusion of the event on the final day. Clean-up times are established as 4:00 p.m. to 7:00 p.m. Additional use of the facilities prior to or after the approved dates and times must be made in writing and are subject to the approval of Management. Additional rental charges will be incurred for use beyond agreed upon contracted facilities and/or services.
- 4) Renter, or their designated representative, must be available on the grounds and remain on the grounds during the entire event activities, including set up/load in and tear down/load out times.
- 5) Food and Beverage Concessions: OCFEC will retain exclusive rights to all food and beverage concessions. Arrangements for all food and beverage services must be made through the master concessionaire on site, Oak View Group. Contact Juan Quintero, General Manager of Food & Beverage, juan.quintero@oakviewgroup.com.
- 6) OCFEC will not be responsible for lost, stolen or damaged property in and around the Fairgrounds, including, but not limited to the arenas, show office, open spaces and parking areas.
- 7) The Renter is responsible for payment of all damages that occur. OCFEC will determine cost of repairs, replacements or any additional cleaning fees at the rate stipulated in your contract.
- 8) Renter is strictly prohibited from subleasing, assigning or apportioning the whole or any part of their rental agreement with OCFEC, State of California, to a third party. Any Renter engaging in such actions shall be subject to contract cancellation. Furthermore, it is expressly

understood, at no time, will a third party be allowed to gain profit through gate admissions to a Renter's event. If additional parties are involved or required in producing an event, per Management's discretion, OCFEC could require a rental agreement between all parties in the production of the event to ensure that proper documentation and all State requirements are adhered to.

- 9) General garbage removal is included in the rental fee covered under this agreement. Any additional or excessive garbage including, but not limited to, green waste and recyclable material of any kind will incur additional costs.
- 10) Renter does not receive keys to any buildings or gates, and does not have access to the grounds on dates or times not listed in the contract.
- 11) Supervision of minors is required at all times. Renter shall be held responsible for any and all actions and/or damages caused by minors present on the Fairgrounds in connection with your event. Repeated requests for supervision of minors may result in the minors and their adult chaperones being asked to leave the Fairgrounds during the event. OCFEC staff on duty shall not be responsible for childcare.
- 12) Renter is responsible for all clean up and damages and must leave the facilities in the same condition as received.
- 13) If Renter discovers any pre-existing damage to the facility, materials and/or equipment received in the set up for your event, you must report it to the Event Coordinator immediately prior to your event starting or you will be charged for the damage.
- 14) No doors or emergency exits may be blocked.
- 15) All electrical cords must be UL 2438 or "W" rated. Electrical cords must be safely secured prior to the event opening. All decorations must be flame retardant.
- 16) No nails, tacks, staples, adhesive or masking tape may be used on the stall, walls, tables, chairs or any other areas. The only exception is the securing of electrical cords to the flooring or ground. Adhesive tape may be used for this purpose only.
- 17) All trash must be placed into the appropriate trash receptacles provided or stacked in an area previously designated by the Event Coordinator. Areas outside arenas, box stalls and parking lot is included in this responsibility.
- 18) OCFEC will not accept deliveries on behalf of the Renter. No shipments for your event should be scheduled to arrive on the Fairgrounds prior to the first day of occupancy.
- 19) Renter must remove all decorations and supplies from the facility. Storage is not available and OCFEC will not be responsible for items not removed from the grounds after event.
- 20) Renter must use the following official name(s) of the event location in all media and promotional materials: "OC Fair & Event Center". This is the only name that is allowed to be used in any media and promotional advertising. OCFEC has the right to review and, if necessary, change any promotional and advertising material.
- 21) Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.
- 22) **Shavings and Hay Order:** The Renter shall provide OCFEC with the total quantities of bags of shavings and bales of hay required for the event no later than four (4) days prior to the scheduled move-in date. All shavings and hay shall be delivered in bulk as a single load to a designated drop-off area determined by OCFEC. The Renter shall be solely responsible for distributing shavings and hay to individual exhibitors, competitors, or barns. OCFEC will not deliver or allocate hay on a per-exhibitor, per-competitor, or per-barn basis.
- 23) **Stalls:** The Renter shall provide OCFEC with the total quantities of stalls required for the event no later than fourteen (14) days prior to the scheduled move-in date.

B. THE RANCH COMMUNITY CENTER GENERAL POLICIES AND PROCEDURES

- a) **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.
- b) Boarding of horse(s) and use of OCFEC facilities and livestock services for Horse Shows shall be subject to these General Policies and Procedures in addition to the other terms and conditions herein. OCFEC may, at its discretion, change these General Policies and Procedures from time to time, and Renter agrees to be bound by and observe the General Policies and Procedures as they may, from time to time, be published by OCFEC.
- c) OCFEC facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider(s). OCFEC reserves the right to refuse admittance of Renter's affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the premises if their conduct does not conform to these General Policies and Procedures and good social behavior. Disregard or violation of these General Policies and Procedures may, at OCFEC's discretion, result in the immediate expulsion of the Renter's affiliates, including any employees, assistants, agents, family members and guests. When Renter and any affiliates, including any employees, assistants, agents, family members and guests enters OCFEC property, Renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horses. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on OCFEC property.
- d) All Renter's affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of the language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or Renter's property, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Policies and Procedures, may result, at OCFEC's discretion, in immediate removal from the property.

C. The Ranch Community Center (TRCC) Facility Use Policies

Renter shall comply at all times with the following facility use policies:

- a) Smoking and vaping are prohibited at the TRCC Center and all OCFEC property. No exceptions.
- b) The speed limit on the Fairgrounds is 3 mph. All vehicles driving on the Fairgrounds must be aware of and respect all others on OCFEC property.
- c) Riders must wear a helmet that meets the American Society of Testing and Materials (ASTM) standards (or any other nationally recognized standard for equine helmets) which is properly

fitted and fastened securely upon the rider's head by a strap at all times when riding horses. No jumping at any time without protective headgear, shoes with heels and full tack.

- d) No climbing, sitting or standing on or near arena rails.
- e) Barn aisles must be kept neat and clear at all times.
- f) Trotting or running horses is not permitted outside of an arena.
- g) For safety, no riding double.
- h) No glass containers allowed on Fairgrounds.
- i) All manure, debris or trash dropped while grooming, washing or walking horse(s) around barn areas must be picked up immediately. Any mane pullings should be cleaned up and disposed of in the designated waste bins.
- j) For everyone's safety, horses should not be ridden with just a halter. Please use a headstall with proper control devices.
- k) Horses are not allowed to be loose, nor are they allowed to roam freely.
- l) Dogs are not allowed on property.

D. Horse Health

- a) OCFEC is dedicated to the health, welfare and safety of all equine and human exhibitors. Renter is responsible for ensuring that all event horses are healthy, providing required documentation including but not limited to vaccination records, declarations of health, or any additional health documents.
- b) Renter is responsible for collecting participant liability waivers from all Horse Show participants. Liability waivers (Exhibit W) will be emailed to Renter, blank copies will also be available in The Ranch Community Center office. Signed Release and Waiver of Liability Agreements MUST be submitted to The Ranch Community Center office prior to any activity taking place.
- c) Non-showing horses will not be allowed on the Fairgrounds; all horses must be entered in the show prior to arrival.
- d) No trailer ins. All horses entered in show must be assigned to a stall.
- e) Refer to the California Department of Food & Agriculture's "Biosecurity" document which provides general information on keeping horses healthy at equine events: https://www.cdffa.ca.gov/ahfss/animal_health/pdfs/L.pdf

E. Parking

- a) Entry and exit will be through Gate 9 (off Arlington Drive).
- b) OCFEC reserves the right to charge for guest parking through Gate 8 (overflow). Established year-round event general parking is \$15 (fifteen dollars) per vehicle or motorcycle. Oversized vehicles (e.g., RV's, busses and trailers are \$30 (thirty dollars). Parking fees are non-refundable and only valid for the date purchased. To inquire about an event parking buyout, please contact The Ranch Community Center staff.
- c) All event participants, vendors, promoters and service providers must park in the main parking lot or any other designated parking area, and must enter the facility through the designated event entrance. Vehicles parked in an area that is not permitted shall be at risk of being towed at the owner's expense.
- d) Participants have access to the Fairgrounds prior to or after the event to load/unload (unless otherwise stated). Loading/unloading is limited to 15 minutes and emergency flashers must remain on while loading or unloading. Vehicles must not block any doors, gates or aisleways. Vehicles not in compliance may be towed at owner's expense.
- e) NO overnight parking allowed without the expressed written consent of OCFEC.

- f) All vehicles driving on the Fairgrounds must be aware of and respect all others using the facility.
- g) Depending on event attendance, OCFEC reserves the right to require that Renter provide OCFEC parking and traffic control personnel as part of their contract for the duration of any contract at the expense of the Renter. In such cases, OCFEC will manage traffic and parking on grounds.

F. RV/Trailer Parking

- a) Due to a limited number of RV/Trailer parking spots on OCFEC property, users may not park their RV/trailers on the property unless parking is assigned to them. Charges will be assessed for any RV/trailer parked on OCFEC property. OCFEC does not accept liability for any theft or damage to RV or trailers. Inquiries for RV/Trailer parking must go through the OCFEC's Safety & Security Department, 714-708-1588 or dps@ocfair.com.

G. Arena Policies

- a) Participants must follow all posted arena policies. No lunging or lunge line lessons in the show and/or main arenas.
- b) When entering an arena, a rider should make sure they are seen and wait for a break in the traffic to enter.
- c) Arena is to be returned to its original position as soon as Renter is finished. Any dislocated pole or standard shall be replaced immediately.
- d) Only arenas and/or pens contracted for Horse Shows will be accessible to event participants (see map at end of Exhibit A for designated horse show access areas). Please note that other arenas (not contracted for Horse Shows) are for the exclusive use and access of OCFEC boarders, and are therefore off-limits during Horse Shows. Signs will be posted at entrances to arenas or pens that are exclusively for the sole use of OCFEC boarders.

H. Show Office/Tack Rooms Space Policies

- a) No space heaters allowed in any show office/tack room space.
- b) No overnight stays allowed in show office/tack room.
- c) No modifications of any kind are allowed in show office/tack room.
- d) Renters are responsible for their own equipment and the general order of tack room/office space rented.
- e) Do not stack items in and around the aisle ways.
- f) Trash must be placed in designated waste bins with all trash removed upon completion of event.
- g) Renters with show office/tack room must comply with all California State Fire Codes. Any appliances (refrigerator, freezer, microwave or fan) must plug directly into an outlet (no extension cords, power strips or outlet splitters). OCFEC will remove fire hazards at their discretion.
- h) Renter may place locks on show office/tack room space rented. Locks must be removed upon load-out. In case of emergencies, locks may be removed by OCFEC staff.

I. Wash Racks

- a) Wash racks are provided as a courtesy to Renters on an "as available, first come, first served" basis. Users shall shut off the valve when finished. Drying of horses on the wash rack is not permitted when others are waiting. Clean up of area is required after use.

J. Horse Shoeing

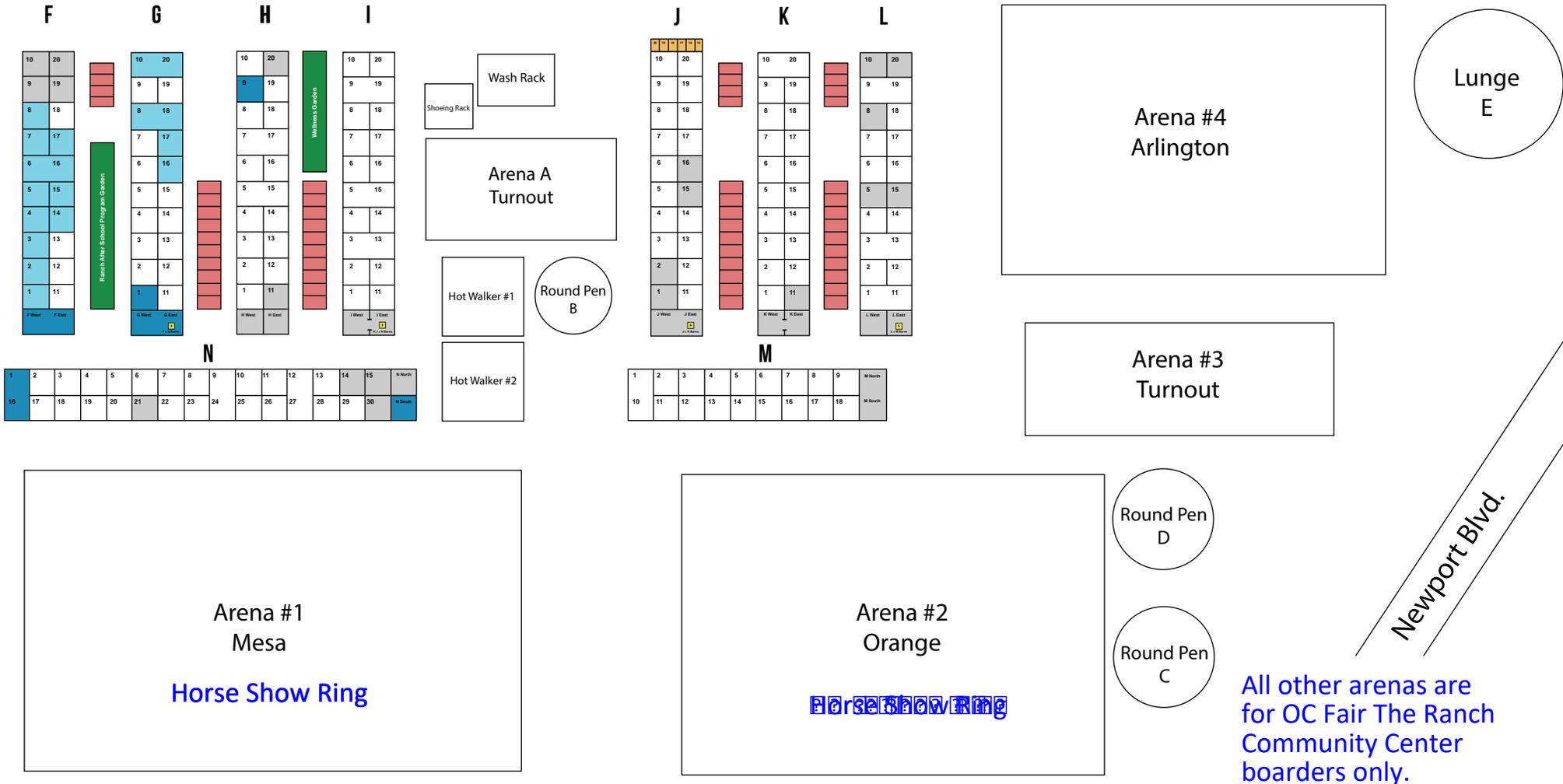
- a) Horse shoe area is provided as a courtesy to Renters on an "as available, first come, first served" basis. All shoeing, trimming and resetting will be done in the shoeing racks only. There are no exceptions without prior arrangements with OCFEC management. Clean up of area is required after use.

K. Canopies/Tents

- a) 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.

Arlington Drive

Gate 9



 Tack	 Stall	 Cross Ties	 Lockers	 Community Exhibits & Programming	 Electrical Panel
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All other arenas are for OC Fair The Ranch Community Center boarders only.

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 contractor of any further payments, obligations, and/or performances required in the terms of the contract.

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

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

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

SCTC, F-31 (revised 10/01)

7. Governing Law

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

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

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

Current State Employees (PCC 10410):

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

Former State Employees (PCC 10411):

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

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

9. Contractor Name Change

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

10. Air or Water Pollution Violation (WC 13301)

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

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

EXHIBIT E

NOISE ORDINANCE:

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

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

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

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

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

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

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 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 - Generative AI Disclosure Obligations

GENERATIVE AI DISCLOSURE OBLIGATIONS

The following terms are in addition to the defined terms and shall apply to the Contract:

- **“Generative AI (GenAI)” means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system’s training data.**
(Gov. Code § 11549.64.)

Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of **doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for Gen AI**

Notification shall be provided to the State designee identified in this Contract.

At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

The State, at its sole discretion, may consider Contractor’s failure to disclose or discontinue the provision or use of GenAI as described above, to the constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

Revised 04/15/2025



Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
 requester. Do not
 send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2	Business name/disregarded entity name, if different from above.	
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6	City, state, and ZIP code	
	7	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
				-					
or									
Employer identification number									

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).
- B—The United States or any of its agencies or instrumentalities.
- C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

HORSE SHOW PARTICIPANTS MUST ABIDE BY THE RANCH COMMUNITY CENTER GENERAL POLICIES AND PROCEDURES

A. THE RANCH COMMUNITY CENTER GENERAL POLICIES AND PROCEDURES

- a) **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.
- b) Boarding of horse(s) and use of OCFEC facilities and livestock services for Horse Shows shall be subject to these General Policies and Procedures in addition to the other terms and conditions herein. OCFEC may, at its discretion, change these General Policies and Procedures from time to time, and Renter agrees to be bound by and observe the General Policies and Procedures as they may, from time to time, be published by OCFEC.
- c) OCFEC facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider(s). OCFEC reserves the right to refuse admittance of Renter's affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the premises if their conduct does not conform to these General Policies and Procedures and good social behavior. Disregard or violation of these General Policies and Procedures may, at OCFEC's discretion, result in the immediate expulsion of the Renter's affiliates, including any employees, assistants, agents, family members and guests. When Renter and any affiliates, including any employees, assistants, agents, family members and guests enters OCFEC property, Renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horses. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on OCFEC property.
- d) All Renter's affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of the language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or Renter's property, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Policies and Procedures, may result, at OCFEC's discretion, in immediate removal from the property.

B. The Ranch Community Center Facility Use Policies

Renter shall comply at all times with the following facility use policies:

- a) Smoking and vaping are prohibited at The Ranch Community Center and all OCFEC property. No exceptions.
- b) The speed limit on the Fairgrounds is 3 mph. All vehicles driving on the Fairgrounds must be aware of and respect all others on OCFEC property.
- c) Riders must wear a helmet that meets the American Society of Testing and Materials (ASTM) standards (or any other nationally recognized standard for equine helmets) which is properly fitted and fastened securely upon the rider's head by a strap at all times when riding horses. No jumping at any time without protective headgear, shoes with heels and full tack.
- d) No climbing, sitting or standing on or near arena rails.

- e) Barn aisles must be kept neat and clear at all times.
- f) Trotting or running horses is not permitted outside of an arena.
- g) For safety, no riding double.
- h) No glass containers allowed on Fairgrounds.
- i) All manure, debris or trash dropped while grooming, washing or walking horse(s) around barn areas must be picked up immediately. Any mane pullings should be cleaned up and disposed of in the designated waste bins.
- j) For everyone's safety, horses should not be ridden with just a halter. Please use a headstall with proper control devices.
- k) Horses are not allowed to be loose, nor are they allowed to roam freely.
- l) Dogs are not allowed on property.

C. Horse Health

- a) OCFEC is dedicated to the health, welfare and safety of all equine and human exhibitors. Renter is responsible for ensuring that all event horses are healthy, providing required documentation including but not limited to vaccination records, declarations of health, or any additional health documents.
- b) Renter is responsible for collecting participant liability waivers from all Horse Show participants. Liability waivers (Exhibit W) will be emailed to Renter, blank copies will also be available in The Ranch Community Center office. Signed Release and Waiver of Liability Agreements MUST be submitted to The Ranch Community Center office prior to any activity taking place.
- c) Non-showing horses will not be allowed on the Fairgrounds; all horses must be entered in the show prior to arrival.
- d) No trailer ins. All horses entered in show must be assigned to a stall.
- e) Refer to the California Department of Food & Agriculture's "Biosecurity" document which provides general information on keeping horses healthy at equine events: https://www.cdffa.ca.gov/ahfss/animal_health/pdfs/I.pdf

D. Parking

- a) Entry and exit will be through Gate 9 (off Arlington Drive).
- b) OCFEC reserves the right to charge for guest parking through Gate 8 (overflow). Established year-round event general parking is \$15 (fifteen dollars) per vehicle or motorcycle. Oversized vehicles (e.g., RV's, busses and trailers are \$30 (thirty dollars). Parking fees are non-refundable and only valid for the date purchased. To inquire about an event parking buyout, please contact The Ranch Community Center staff.
- c) All event participants, vendors, promoters and service providers must park in the main parking lot or any other designated parking area, and must enter the facility through the designated event entrance. Vehicles parked in an area that is not permitted shall be at risk of being towed at the owner's expense.
- d) Participants have access to the Fairgrounds prior to or after the event to load/unload (unless otherwise stated). Loading/unloading is limited to 15 minutes and emergency flashers must remain on while loading or unloading. Vehicles must not block any doors, gates or aiseways. Vehicles not in compliance may be towed at owner's expense.
- e) NO overnight parking allowed without the expressed written consent of OCFEC.
- f) All vehicles driving on the Fairgrounds must be aware of and respect all others using the facility.
- g) Depending on event attendance, OCFEC reserves the right to require that Renter provide OCFEC parking and traffic control personnel as part of their contract for the duration of any contract at the expense of the Renter. In such cases, OCFEC will manage traffic and parking on grounds.

E. RV/Trailer Parking

- a) Due to a limited number of RV/Trailer parking spots on OCFEC property, users may not park their RV/trailers on the property unless parking is assigned to them. Charges will be assessed for any RV/trailer parked on OCFEC property. OCFEC does not accept liability for any theft or damage to RV or trailers. Inquiries for RV/Trailer parking must go through the OCFEC's Safety & Security Department, 714-708-1588 or dps@ocfair.com.

F. Arena Policies

- a) Participants must follow all posted arena policies. No lunging or lunge line lessons in the show and/or main arenas.
- b) When entering an arena, a rider should make sure they are seen and wait for a break in the traffic to enter.
- c) Arena is to be returned to its original position as soon as Renter is finished. Any dislocated pole or standard shall be replaced immediately.
- d) Only arenas and/or pens contracted for Horse Shows will be accessible to event participants (see map at end of Exhibit A for designated horse show access areas). Please note that other arenas (not contracted for Horse Shows) are for the exclusive use and access of OCFEC boarders, and are therefore off-limits during Horse Shows. Signs will be posted at entrances to arenas or pens that are exclusively for the sole use of OCFEC boarders.

G. Show Office/Tack Rooms Space Policies

- a) No space heaters allowed in any show office/tack room space.
- b) No overnight stays allowed in show office/tack room.
- c) No modifications of any kind are allowed in show office/tack room.
- d) Renters are responsible for their own equipment and the general order of tack room/office space rented.
- e) Do not stack items in and around the aisle ways.
- f) Trash must be placed in designated waste bins with all trash removed upon completion of event.
- g) Renters with show office/tack room must comply with all California State Fire Codes. Any appliances (refrigerator, freezer, microwave or fan) must plug directly into an outlet (no extension cords, power strips or outlet splitters). OCFEC will remove fire hazards at their discretion.
- h) Renter may place locks on show office/tack room space rented. Locks must be removed upon load-out. In case of emergencies, locks may be removed by OCFEC staff.

H. Wash Racks

- a) Wash racks are provided as a courtesy to Renters on an "as available, first come, first served" basis. Users shall shut off the valve when finished. Drying of horses on the wash rack is not permitted when others are waiting. Clean up of area is required after use.

I. Horse Shoeing

- a) Horse shoe area is provided as a courtesy to Renters on an "as available, first come, first served" basis. All shoeing, trimming and resetting will be done in the shoeing racks only. There are no exceptions without prior arrangements with OCFEC management. Clean up of area is required after use.

J. Canopies/Tents

- a) 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.

BY SIGNING, I HAVE CAREFULLY READ THE POLICIES AND PROCEDURES AND WILL ADHERE TO THEM.

PARTICIPANT SIGNATURE: _____ **DATE:** _____

(If under 18, a Parent/Guardian must sign)

PARENT/GUARDIAN SIGNATURE: _____ **DATE:** _____

FORM F-31

AGREEMENT NO. RA-EQC011-26

REVIEWED TD

DATE **January 15, 2026**

FAIRTIME

APPROVED EY

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 **Hapa Honey Farm** 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 10 to December 31, 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:

Bee and Beekeeping 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.

Hapa Honey Farm

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

By: _____ Date: _____
Title: **Laurie Lee, CEO**

By: _____ Date: _____
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: RA-EQC011-26
DATED: January 15, 2026
WITH: Hapa Honey Farm
PHONE:

EXHIBIT "A"

DATE(S) OF EVENT: February 10, 2026 to December 31, 2026

BUILDING(S)/LOCATION(S):

The Ranch Community CenterIn-Kind Trade

RENTER AGREES:

- That the term of this Agreement is February 10, 2026 to December 31, 2026.
- **To provide an educational exhibit highlighting bees and beekeeping in a 12-foot by 12-foot box stall. Exhibit theme must be approved by The Ranch Community Center staff before setup.** Design of exhibit can extend to the exterior stall door and wall of the designate 12'x12', as long as it doesn't extend past 12 inches and does not present a safety issue.
- **To staff the bee and beekeeping educational exhibit during Ranch Discovery Day events on:**
 - **Wednesday, February 11, 2026 from 9:00 a.m. to 12:00 p.m. (noon)**
 - **Wednesday, May 13, 2026 from 9:00 a.m. to 12:00 p.m. (noon)**
 - **Thursday, October 15, 2026 from 9:00 a.m. to 12:00 p.m. (noon)**
- **Setup for events can begin on the day prior to event date and needs to be completed 30 minutes prior to event start time. Any setup or teardown schedule changes need to be arranged through The Ranch Community Center office.**
- **To provide professional, customer friendly service during Ranch Discovery Days and adhere to the District's standard of Conduct Policies.**
- **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: 12-foot x 12-foot box stall as an exhibit space at The Ranch Community Center.
- To allow Contractor to place Hapa Honey Farm signage in exhibit space promoting their business.
- To list Hapa Honey Farm on The Ranch Discovery Day map.
- To allow Contractor to sell honey sticks and/or honey products on The Ranch Discovery Day events.
- To provide additional table and chairs limited to what is in supply at The Ranch Community Center for The Ranch Discovery Day events.
- Parking access through Gate 8 or Gate 9 off Arlington Drive. Parking for the Ranch Discovery Day events will be through Gate 9.

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, Hapa Honey Farm must comply with request.**

STATE FIRE MARSHAL

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

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 contractor of any further payments, obligations, and/or performances required in the terms of the contract.

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

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

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

SCTC, F-31 (revised 10/01)

7. Governing Law

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

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

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

Current State Employees (PCC 10410):

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

Former State Employees (PCC 10411):

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

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

9. Contractor Name Change

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

10. Air or Water Pollution Violation (WC 13301)

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

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

EXHIBIT E

NOISE ORDINANCE:

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

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

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

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

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

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

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 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, _____ (“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 _____, 20____.

PARTICIPANT/RELEASOR

PARENT OR GUARDIAN

Signature

Signature

Address: _____

Address: _____

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

FORM F-31

REVIEWED TD

APPROVED EY

AGREEMENT NO. RA-EQC012-26

DATE **January 15, 2026**

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

February 10, 2026 to December 31, 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:

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

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

By: _____ Date: _____

Title: Karen Dayton

By: _____ Date: _____

**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.

EXHIBIT "A"

DATE(S) OF EVENT: February 10, 2026 to December 31, 2026

BUILDING(S)/LOCATION(S):

The Ranch Community CenterIn-Kind Trade

RENTER AGREES:

- That the term of this Agreement is February 10, 2026 to December 31, 2026.
- **To provide 2 horses for exhibit and provide general education on equine during Ranch Discovery Day events on:**
 - **Wednesday, February 11, 2026 from 9:00 a.m. to 12:00 p.m. (noon)**
 - **Wednesday, May 13, 2026 from 9:00 a.m. to 12:00 p.m. (noon)**
 - **Thursday, October 15, 2026 from 9:00 a.m. to 12:00 p.m. (noon)**
- **Setup for events can begin on the day prior to event date and needs to be completed 30 minutes prior to event start time. Any setup or teardown schedule changes need to be arranged through The Ranch Community Center office.**
- **To provide professional, customer friendly service during Ranch Discovery Days and adhere to the District's standard of Conduct Policies.**
- **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 8 or Gate 9 off Arlington Drive. Parking for the Ranch Discovery Day events will be through Gate 9.

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, 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.

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 contractor of any further payments, obligations, and/or performances required in the terms of the contract.

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

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

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

SCTC, F-31 (revised 10/01)

7. Governing Law

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

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

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

Current State Employees (PCC 10410):

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

Former State Employees (PCC 10411):

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

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

9. Contractor Name Change

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

10. Air or Water Pollution Violation (WC 13301)

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

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

EXHIBIT E

NOISE ORDINANCE:

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

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

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

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

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

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

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 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, _____ (“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 _____, 20____.

PARTICIPANT/RELEASOR

PARENT OR GUARDIAN

Signature

Signature

Address: _____

Address: _____

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

FORM F-31

AGREEMENT NO. RA-EQC013-26

REVIEWED TD

DATE **January 15, 2026**

FAIRTIME

APPROVED EY

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

February 10 to December 31, 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:

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

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

By: _____ Date: _____
**Title: Shelmarie Main, Director of Tanaka
Farms Barnyard**

By: _____ Date: _____
**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: RA-EQC013-26
DATED: January 15, 2026
WITH: Tanaka Farms
PHONE:

EXHIBIT "A"

DATE(S) OF EVENT: February 10, 2026 to December 31, 2026

BUILDING(S)/LOCATION(S):

The Ranch Community CenterIn-Kind Trade

RENTER AGREES:

- That the term of this Agreement is February 10, 2026 to December 31, 2026.
- **To provide equine and/or livestock animals for Ranch Discovery Day exhibit and provide general education on animals.**
- **To staff and provide equine and/or livestock animals exhibit during Ranch Discovery Day events on:**
 - **Wednesday, February 11, 2026 from 9:00 a.m. to 12:00 p.m. (noon)**
 - **Wednesday, May 13, 2026 from 9:00 a.m. to 12:00 p.m. (noon)**
 - **Thursday, October 15, 2026 from 9:00 a.m. to 12:00 p.m. (noon)**
- **Setup for events can begin on the day prior to event date and needs to be completed 30 minutes prior to event start time. Any setup or teardown schedule changes need to be arranged through The Ranch Community Center office.**
- **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 and/or outdoor pen for as an exhibit space at The Ranch Community Center. Space 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 8 or Gate 9 off Arlington Drive. Parking for the Ranch Discovery Day events will be through Gate 9.

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.

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 contractor of any further payments, obligations, and/or performances required in the terms of the contract.

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

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

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

SCTC, F-31 (revised 10/01)

7. Governing Law

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

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

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

Current State Employees (PCC 10410):

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

Former State Employees (PCC 10411):

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

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

9. Contractor Name Change

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

10. Air or Water Pollution Violation (WC 13301)

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

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

EXHIBIT E

NOISE ORDINANCE:

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

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

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

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

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

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

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 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, _____ (“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 _____, 20____.

PARTICIPANT/RELEASOR

PARENT OR GUARDIAN

Signature

Signature

Address: _____

Address: _____

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

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.

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

Special Event Operator Signature

Date

REVIEWED TD

DATE **January 15, 2026**

FAIRTIME

APPROVED EY

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 **Kruse Feed & Supply** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

January 1 to December 31, 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:

Kruse Feed & Supply

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.

Kruse Feed & Supply

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

By: _____ Date: _____
Title: **Wes Alcott, Owner**

By: _____ Date: _____
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.

EXHIBIT "A"

DATE(S) OF EVENT: **January 1, 2026 to December 31, 2026**

BUILDING(S)/LOCATION(S):

The Ranch Community CenterIn-Kind Trade

RENTER AGREES:

- That the term of this Agreement is January 1, 2026 to December 31, 2026.
- **To provide an educational exhibit highlighting backyard chickens and rabbits in a 12-foot by 12-foot box stall. Exhibit theme must be approved by The Ranch Community Center staff before setup.** Design of exhibit can extend to the exterior stall door and wall of the designate 12'x12', as long as it doesn't extend pass 12 inches and does not present a safety issue.
- **To staff the Kruse Feed & Supply educational exhibit during Ranch Discovery Day events on:**
 - **Wednesday, February 11, 2026 from 9:00 a.m. to 12:00 p.m. (noon)**
 - **Wednesday, May 13, 2026 from 9:00 a.m. to 12:00 p.m. (noon)**
 - **Thursday, October 15, 2026 from 9:00 a.m. to 12:00 p.m. (noon)**
- **Setup for events can begin on the day prior to event date and needs to be completed 30 minutes prior to event start time. Any setup or teardown schedule changes need to be arranged through The Ranch Community Center office.**
- **To provide professional, customer friendly service during Ranch Discovery Days and adhere to the District's standard of Conduct Policies.**
- **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: 12-foot x 12-foot box stall as an exhibit space at The Ranch Community Center.
- To list Kruse Feed & Supply on The Ranch Discovery Day map.
- To allow Contractor to place Kruse Feed & Supply signage in exhibit space promoting their business.
- To provide additional table and chairs limited to what is in supply at The Ranch Community Center for The Ranch Discovery Day events.
- Parking access through Gate 8 or Gate 9 off Arlington Drive. Parking for the Ranch Discovery Day events will be through Gate 9.

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, Kruse Feed & Supply must comply with request.**

STATE FIRE MARSHAL

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

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 contractor of any further payments, obligations, and/or performances required in the terms of the contract.

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

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

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

SCTC, F-31 (revised 10/01)

7. Governing Law

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

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

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

Current State Employees (PCC 10410):

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

Former State Employees (PCC 10411):

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

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

9. Contractor Name Change

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

10. Air or Water Pollution Violation (WC 13301)

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

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

EXHIBIT E

NOISE ORDINANCE:

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

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

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

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

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

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

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 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, _____ (“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 _____, 20____.

PARTICIPANT/RELEASOR

PARENT OR GUARDIAN

Signature

Signature

Address: _____

Address: _____

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

FORM F-31

AGREEMENT NO. **R-009-26**

REVIEWED _____

DATE **January 17, 2026**

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 **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

February 11 - 12, 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:

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:

\$21,178.25

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-009-26
Contact Person:	Roy Englebrecht	Phone:	(949) 235-6155
Event Date:	02/12/2026	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:	\$15.00 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	02/11/2026 06:00 AM - 11:59 PM	Move In	625.00
Thursday			
The Hangar	02/12/2026 05:30 PM - 10:00 PM	Event	2,900.00
Total:			3,525.00

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

Move out must be completed by 11:59 PM Thursday - February 12, 2026 to avoid additional charges.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
25 MB Internet - Hard Line	02/12/2026	2.00 EA	250.00 EA/DAY	500.00
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 350	350.00 EA	1.00 EA	350.00
Chair (Tied)	Estimate 975	975.00 EA	2.00 EA	1,950.00
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	02/12/2026	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	7.00 EA	TBD
Man Lift (Banners)	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Marquee Board	02/06/2026 - 02/12/2026	1.00 WK	Included	Included
Portable Electronic Message Board	02/12/2026	2.00 EA	75.00 EA/DAY	150.00
Projector and Screen	02/12/2026	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 1	1.00 EA	75.00 EA	75.00
Total:				8,130.00

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	30.00 HR	480.00
Electrician	Estimate 2 Hours	2.00 HR	75.00 HR	150.00

EXHIBIT A

Event Information

Event Day

Grounds Attendant Lead	02/12/2026 05:30PM - 10:00PM	1.00	EA	35.00	HR	157.50
Grounds Attendant	02/12/2026 05:30PM - 10:00PM	2.00	EA	30.00	HR	270.00
Janitorial Attendant	02/12/2026 05:30PM - 10:00PM	2.00	EA	30.00	HR	270.00
Electrician	02/12/2026 05:30PM - 10:00PM	1.00	EA	75.00	HR	337.50

Clean Up

Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	35.00	HR	175.00
Grounds Attendant	Estimate 14 Hours	14.00	HR	30.00	HR	420.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	30.00	HR	120.00
Electrician	Estimate 2 Hours	2.00	HR	75.00	HR	150.00

Event Sales & Services

Event Coordinator	02/12/2026 05:30PM - 10:00PM	1.00	EA	57.50	HR	258.75
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Parking

Parking Attendant	Estimate 6 Hours	6.00	HR	30.00	HR	180.00
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Safety & Security

Security Attendant Lead	02/12/2026 06:15PM - 10:45PM	1.00	EA	35.00	HR	157.50
Security Attendant	02/12/2026 04:30PM - 09:00PM	2.00	EA	30.00	HR	270.00
Security Attendant	02/12/2026 06:15PM - 10:45PM	5.00	EA	30.00	HR	675.00

Technology

Technology Attendant	Estimate 1 Hour	1.00	HR	57.50	HR	57.50
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Outside Services

Orange County Sheriff Services	02/12/2026 Estimate Only	1.00	EA	4,500.00	EVT	4,500.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Total: 9,023.25

Summary

Facility Rental Total	\$3,525.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$17,153.25
Refundable Deposit	\$500.00

Grand Total: \$21,178.25

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$10,589.25
Second Payment	02/04/2026	\$10,589.00

Total: \$21,178.25

Please Remit Payment by *Check or Credit Card Only (Convenience Fee may apply)*

****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

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-015-26**

REVIEWED _____

DATE **January 9, 2026**

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 **Giant Shows, Inc** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

February 13 - 16, 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:

Great Train Show

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

\$31,116.00

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" "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.

Giant Shows, Inc
22 Red Hawk Drive
Oswego, IL 60543

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

By: _____ Date: _____
Title: **Bill Grove, President**

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

EXHIBIT A

Event Information

Event Name:	Great Train Show	Contract No:	R-015-26
Contact Person:	Bill Grove	Phone:	(630) 383-2018
Event Date:	02/14/2026 - 02/15/2026	Hours:	Saturday & Sunday: 10:00 AM - 4:00 PM
Admission Price:	TBD		
Vehicle Parking Fee:	\$15.00 General Parking	Projected Attendance:	5,000

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)	02/13/2026 08:00 AM - 08:00 PM	Move In	2,450.00
Saturday			
¼ Main Mall	02/14/2026 10:00 AM - 04:00 PM	Event	500.00
Costa Mesa Building (#10)	02/14/2026 10:00 AM - 04:00 PM	Event	4,900.00
Sunday			
¼ Main Mall	02/15/2026 10:00 AM - 04:00 PM	Event	500.00
Costa Mesa Building (#10)	02/15/2026 10:00 AM - 04:00 PM	Event	4,900.00
Monday			
Costa Mesa Building (#10)	02/16/2026 06:00 AM - 11:59 AM	Move Out	No Charge
Total:			13,250.00

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

Move out must be completed by 11:59 AM Monday - February 16, 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 4	4.00 EA	70.00 EA	280.00
Cable Ramp	Estimate 8	8.00 EA	15.00 EA	120.00
Dumpster	Estimate 16	16.00 EA	20.00 EA	320.00
Electrical Splitter Box	Estimate 2	2.00 EA	55.00 EA	110.00
Electrical Usage Rate	Estimate Only	1.00 EA	825.00 EVT	825.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Hang Tag - 2 Day	Estimate 96	96.00 EA	14.00 EA	1,344.00
Marquee Board	01/19/2026 - 02/15/2026	1.00 WK	Included	Included
Portable Electronic Message Board	02/14/2026 - 02/15/2026	2.00 EA	75.00 EA/DAY	300.00
Public Address System (Per Building)	02/14/2026 - 02/15/2026	1.00 EA	75.00 EA/DAY	150.00
Scissor Lift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Sweeper (In-House)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Ticket Booth (Double Window)	TBD	TBD EA	100.00 EA	TBD
Total:				4,124.00

Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 10 Hours	10.00 HR	30.00 HR	300.00
Janitorial Attendant	Estimate 6 Hours	6.00 HR	30.00 HR	180.00
Electrician	Estimate 4 Hours	4.00 HR	75.00 HR	300.00

EXHIBIT A

Event Information

Event Day

Grounds Attendant Lead	02/14/2026 09:00AM - 05:00PM	1.00	EA	35.00	HR	280.00
Grounds Attendant	02/14/2026 09:00AM - 05:00PM	2.00	EA	30.00	HR	480.00
Janitorial Attendant	02/14/2026 09:00AM - 05:00PM	3.00	EA	30.00	HR	720.00
Grounds Attendant Lead	02/15/2026 09:00AM - 05:00PM	1.00	EA	35.00	HR	280.00
Grounds Attendant	02/15/2026 09:00AM - 05:00PM	2.00	EA	30.00	HR	480.00
Janitorial Attendant	02/15/2026 09:00AM - 05:00PM	3.00	EA	30.00	HR	720.00

Clean Up

Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	52.50	HR*	262.50
Grounds Attendant	Estimate 16 Hours	16.00	HR	45.00	HR*	720.00
Janitorial Attendant	Estimate 6 Hours	6.00	HR	45.00	HR*	270.00
Electrician	Estimate 4 Hours	4.00	HR	112.50	HR*	450.00

Event Sales & Services

Event Coordinator	02/14/2026 09:00AM - 05:00PM	1.00	EA	57.50	HR	460.00
Event Coordinator	02/15/2026 09:00AM - 05:00PM	1.00	EA	57.50	HR	460.00

Parking

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

Safety & Security

Security Attendant - Overnight	02/13/2026 07:00PM - 07:00AM	1.00	EA	30.00	HR	360.00
Security Attendant Lead	02/14/2026 09:00AM - 04:30PM	1.00	EA	35.00	HR	262.50
Security Attendant	02/14/2026 09:00AM - 04:30PM	5.00	EA	30.00	HR	1,125.00
Security Attendant - Overnight	02/14/2026 04:00PM - 09:00AM	1.00	EA	30.00	HR	510.00
Security Attendant Lead	02/15/2026 09:00AM - 04:30PM	1.00	EA	35.00	HR	262.50
Security Attendant	02/15/2026 09:00AM - 04:30PM	5.00	EA	30.00	HR	1,125.00

Technology

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

Emergency Medical Services	02/14/2026 09:30AM - 04:30PM	2.00	EA	35.00	HR	490.00
Emergency Medical Services	02/15/2026 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

***State Holiday Rate**

Total: 12,242.00

Summary

Facility Rental Total	\$13,250.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$16,366.00
Refundable Deposit	\$1,500.00

Grand Total: \$31,116.00

EXHIBIT A

Event Information

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$31,116.00
	Total:	\$31,116.00

Please Remit Payment by *Check or Credit Card Only (Convenience Fee may apply)*

****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.

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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.

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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.

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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>

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.

EXHIBIT A

Event Information

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.

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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, Giant Shows, Inc must comply with request.**

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-016-26**

REVIEWED _____

DATE **January 17, 2026**

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 **Gem Faire, Inc.** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

February 18 - 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:

Gem Faire

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

\$54,512.00

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.

Gem Faire, Inc.
P.O. Box 1995
Rancho Cucamonga, CA 91729

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

By: _____ Date: _____
Title: Peter Gao, President, Gem Faire, Inc.

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

EXHIBIT A

Event Information

Event Name:	Gem Faire	Contract No:	R-016-26
Contact Person:	Peter Gao	Phone:	(626) 833-0778
Event Date:	02/20/2026 - 02/22/2026	Hours:	Friday Wholesale: 10:00 AM - 12:00 PM Friday: 12:00 PM - 6:00 PM Saturday: 10:00 AM - 6:00 PM Sunday: 10:00 AM - 5:00 PM
Admission Price:	Adult: \$7 weekend pass (discount coupon online) Child: Under 12 Free		
Vehicle Parking Fee:	\$15.00 General Parking	Projected Attendance:	4,500

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
Costa Mesa Building (#10)	02/18/2026 08:00 AM - 08:00 PM	Move In	2,450.00
¼ Main Mall	02/18/2026 08:00 AM - 08:00 PM	Move In	250.00
½ Santa Ana Pavilion (Parade of Products)	02/18/2026 08:00 AM - 08:00 PM	Move In	625.00
Thursday			
Costa Mesa Building (#10)	02/19/2026 08:00 AM - 08:00 PM	Move In	2,450.00
¼ Main Mall	02/19/2026 08:00 AM - 08:00 PM	Move In	250.00
½ Santa Ana Pavilion (Parade of Products)	02/19/2026 08:00 AM - 08:00 PM	Move In	625.00
Friday			
Costa Mesa Building (#10)	02/20/2026 10:00 AM - 06:00 PM	Event	4,900.00
¼ Main Mall	02/20/2026 10:00 AM - 06:00 PM	Event	500.00
½ Santa Ana Pavilion (Parade of Products)	02/20/2026 10:00 AM - 06:00 PM	Event	1,250.00
Saturday			
Costa Mesa Building (#10)	02/21/2026 10:00 AM - 06:00 PM	Event	4,900.00
¼ Main Mall	02/21/2026 10:00 AM - 06:00 PM	Event	500.00
½ Santa Ana Pavilion (Parade of Products)	02/21/2026 10:00 AM - 06:00 PM	Event	1,250.00
Sunday			
Costa Mesa Building (#10)	02/22/2026 10:00 AM - 05:00 PM	Event	4,900.00
¼ Main Mall	02/22/2026 10:00 AM - 05:00 PM	Event	500.00
½ Santa Ana Pavilion (Parade of Products)	02/22/2026 10:00 AM - 05:00 PM	Event	1,250.00
Monday			
Costa Mesa Building (#10)	02/23/2026 08:00 AM - 12:00 PM	Move Out	No Charge
¼ Main Mall	02/23/2026 08:00 AM - 12:00 PM	Move Out	No Charge
½ Santa Ana Pavilion (Parade of Products)	02/23/2026 08:00 AM - 12:00 PM	Move Out	No Charge
Total:			26,600.00

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

Move out must be completed by 12:00 PM Monday - February 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
50 Amp Drop	Estimate 5	5.00 EA	70.00 EA	350.00
Barricade (Metal)	Estimate 40	40.00 EA	15.00 EA	600.00
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 8	8.00 EA	20.00 EA	160.00
Electrical Splitter Box	Estimate 21	21.00 EA	55.00 EA	1,155.00
Electrical Usage Rate	Estimate Only	1.00 EA	2,100.00 EVT	2,100.00

EXHIBIT A

Event Information						
Forklift	Estimate 8 Hours	8.00	HR	75.00	HR	600.00
Man Lift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Marquee Board	01/31/2026 - 02/22/2026	4.00	WK	Included		Included
Portable Electronic Message Board	02/20/2026 - 02/22/2026	2.00	EA	75.00	EA/DAY	450.00
Public Address System (Per Building)	02/20/2026 - 02/22/2026	2.00	EA	75.00	EA/DAY	450.00
Scissor Lift	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Sweeper (In-House)	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Ticket Booth (Double Window)	Estimate 1	1.00	EA	100.00	EA	100.00
Trussing Unit	Estimate 2	2.00	EA	100.00	EA	200.00
Total:						7,365.00

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 9 Hours	9.00	HR	30.00	HR	270.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Electrician	Estimate 11 Hours	11.00	HR	75.00	HR	825.00
Event Day						
Grounds Attendant Lead	02/20/2026 09:00AM - 06:00PM	1.00	EA	35.00	HR	315.00
Grounds Attendant	02/20/2026 09:00AM - 06:00PM	2.00	EA	30.00	HR	540.00
Janitorial Attendant	02/20/2026 09:00AM - 06:00PM	3.00	EA	30.00	HR	810.00
Grounds Attendant Lead	02/21/2026 09:00AM - 06:00PM	1.00	EA	35.00	HR	315.00
Grounds Attendant	02/21/2026 09:00AM - 06:00PM	2.00	EA	30.00	HR	540.00
Janitorial Attendant	02/21/2026 09:00AM - 06:00PM	3.00	EA	30.00	HR	810.00
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	2.00	EA	30.00	HR	480.00
Janitorial Attendant	02/22/2026 09:00AM - 05:00PM	3.00	EA	30.00	HR	720.00
Clean Up						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	35.00	HR	175.00
Grounds Attendant	Estimate 10 Hours	10.00	HR	30.00	HR	300.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Electrician	Estimate 10 Hours	10.00	HR	75.00	HR	750.00
<u>Event Sales & Services</u>						
Event Coordinator	02/20/2026 09:00AM - 06:00PM	1.00	EA	57.50	HR	517.50
Event Coordinator	02/21/2026 09:00AM - 06:00PM	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 9 Hours	9.00	HR	35.00	HR	315.00
Parking Attendant	Estimate 18 Hours	18.00	HR	30.00	HR	540.00
<u>Safety & Security</u>						
Security Attendant	02/19/2026 09:00AM - 06:00PM	1.00	EA	30.00	HR	270.00
Security Attendant - Overnight	02/19/2026 06:00PM - 07:00AM	1.00	EA	30.00	HR	390.00
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Security Attendant	02/20/2026 09:00AM - 06:30PM	6.00	EA	30.00	HR	1,710.00
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EXHIBIT A

Event Information						
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Security Attendant	02/21/2026 09:00AM - 06:30PM	6.00	EA	30.00	HR	1,710.00
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Security Attendant Lead	02/22/2026 09:00AM - 05:30PM	1.00	EA	35.00	HR	297.50
Security Attendant	02/22/2026 09:00AM - 08:30PM	2.00	EA	30.00	HR	690.00
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Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<u>Outside Services</u>						
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State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						19,747.00

Summary

Facility Rental Total	\$26,600.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$27,112.00
Refundable Deposit	\$800.00
Grand Total:	
	\$54,512.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$54,512.00
Total:		\$54,512.00

Please Remit Payment by *Check or Credit Card Only (Convenience Fee may apply)*

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Event Information

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FORM F-31

AGREEMENT NO. **R-017-26**

REVIEWED _____

DATE **January 17, 2026**

FAIRTIME

INTERIM **XX**

APPROVED _____

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May 6 - 11, 2026

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Gem Faire

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\$54,512.00

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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.

Gem Faire, Inc.
P.O. Box 1995
Rancho Cucamonga, CA 91729

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

By: _____ Date: _____
Title: **Peter Gao, President, Gem Faire, Inc.**

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

EXHIBIT A

Event Information

Event Name:	Gem Faire	Contract No:	R-017-26
Contact Person:	Peter Gao	Phone:	(626) 833-0778
Event Date:	05/08/2026 - 05/10/2026	Hours:	Friday Wholesale: 10:00 AM - 12:00 PM Friday: 12:00 PM - 6:00 PM Saturday: 10:00 AM - 6:00 PM Sunday: 10:00 AM - 5:00 PM
Admission Price:	Adult: \$7 weekend pass (discount coupon online) Child: Under 12 Free	Projected Attendance:	1,600
Vehicle Parking Fee:	\$15.00 General Parking		

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
Costa Mesa Building (#10)	05/06/2026 08:00 AM - 08:00 PM	Move In	2,450.00
¼ Main Mall	05/06/2026 08:00 AM - 08:00 PM	Move In	250.00
½ Santa Ana Pavilion (Parade of Products)	05/06/2026 08:00 AM - 08:00 PM	Move In	625.00
Thursday			
Costa Mesa Building (#10)	05/07/2026 08:00 AM - 08:00 PM	Move In	2,450.00
¼ Main Mall	05/07/2026 08:00 AM - 08:00 PM	Move In	250.00
½ Santa Ana Pavilion (Parade of Products)	05/07/2026 08:00 AM - 08:00 PM	Move In	625.00
Friday			
Costa Mesa Building (#10)	05/08/2026 10:00 AM - 06:00 PM	Event	4,900.00
¼ Main Mall	05/08/2026 10:00 AM - 06:00 PM	Event	500.00
½ Santa Ana Pavilion (Parade of Products)	05/08/2026 10:00 AM - 06:00 PM	Event	1,250.00
Saturday			
Costa Mesa Building (#10)	05/09/2026 10:00 AM - 06:00 PM	Event	4,900.00
¼ Main Mall	05/09/2026 10:00 AM - 06:00 PM	Event	500.00
½ Santa Ana Pavilion (Parade of Products)	05/09/2026 10:00 AM - 06:00 PM	Event	1,250.00
Sunday			
Costa Mesa Building (#10)	05/10/2026 10:00 AM - 05:00 PM	Event	4,900.00
¼ Main Mall	05/10/2026 10:00 AM - 05:00 PM	Event	500.00
½ Santa Ana Pavilion (Parade of Products)	05/10/2026 10:00 AM - 05:00 PM	Event	1,250.00
Monday			
Costa Mesa Building (#10)	05/11/2026 08:00 AM - 12:00 PM	Move Out	No Charge
¼ Main Mall	05/11/2026 08:00 AM - 12:00 PM	Move Out	No Charge
½ Santa Ana Pavilion (Parade of Products)	05/11/2026 08:00 AM - 12:00 PM	Move Out	No Charge
Total:			26,600.00

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

Move out must be completed by 12:00 PM Monday - May 11, 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 5	5.00 EA	70.00 EA	350.00
Barricade (Metal)	Estimate 40	40.00 EA	15.00 EA	600.00
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 8	8.00 EA	20.00 EA	160.00
Electrical Splitter Box	Estimate 21	21.00 EA	55.00 EA	1,155.00
Electrical Usage Rate	Estimate Only	1.00 EA	2,100.00 EVT	2,100.00

EXHIBIT A

Event Information						
Forklift	Estimate 8 Hours	8.00	HR	75.00	HR	600.00
Man Lift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Marquee Board	04/18/2026 - 05/10/2026	4.00	WK	Included		Included
Portable Electronic Message Board	05/08/2026 - 05/10/2026	2.00	EA	75.00	EA/DAY	450.00
Public Address System (Per Building)	05/08/2026 - 05/10/2026	2.00	EA	75.00	EA/DAY	450.00
Scissor Lift	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Sweeper (In-House)	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Ticket Booth (Double Window)	Estimate 1	1.00	EA	100.00	EA	100.00
Trussing Unit	Estimate 2	2.00	EA	100.00	EA	200.00
Total:						7,365.00

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 9 Hours	9.00	HR	30.00	HR	270.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Electrician	Estimate 11 Hours	11.00	HR	75.00	HR	825.00
Event Day						
Grounds Attendant Lead	05/08/2026 09:00AM - 06:00PM	1.00	EA	35.00	HR	315.00
Grounds Attendant	05/08/2026 09:00AM - 06:00PM	2.00	EA	30.00	HR	540.00
Janitorial Attendant	05/08/2026 09:00AM - 06:00PM	3.00	EA	30.00	HR	810.00
Grounds Attendant Lead	05/09/2026 09:00AM - 06:00PM	1.00	EA	35.00	HR	315.00
Grounds Attendant	05/09/2026 09:00AM - 06:00PM	2.00	EA	30.00	HR	540.00
Janitorial Attendant	05/09/2026 09:00AM - 06:00PM	3.00	EA	30.00	HR	810.00
Grounds Attendant Lead	05/10/2026 09:00AM - 05:00PM	1.00	EA	35.00	HR	280.00
Grounds Attendant	05/10/2026 09:00AM - 05:00PM	2.00	EA	30.00	HR	480.00
Janitorial Attendant	05/10/2026 09:00AM - 05:00PM	3.00	EA	30.00	HR	720.00
Clean Up						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	35.00	HR	175.00
Grounds Attendant	Estimate 10 Hours	10.00	HR	30.00	HR	300.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Electrician	Estimate 10 Hours	10.00	HR	75.00	HR	750.00
<u>Event Sales & Services</u>						
Event Coordinator	05/08/2026 09:00AM - 06:00PM	1.00	EA	57.50	HR	517.50
Event Coordinator	05/09/2026 09:00AM - 06:00PM	1.00	EA	57.50	HR	517.50
Event Coordinator	05/10/2026 09:00AM - 05:00PM	1.00	EA	57.50	HR	460.00
<u>Parking</u>						
Parking Attendant Lead	Estimate 9 Hours	9.00	HR	35.00	HR	315.00
Parking Attendant	Estimate 18 Hours	18.00	HR	30.00	HR	540.00
<u>Safety & Security</u>						
Security Attendant	05/07/2026 09:00AM - 06:00PM	1.00	EA	30.00	HR	270.00
Security Attendant - Overnight	05/07/2026 06:00PM - 07:00AM	1.00	EA	30.00	HR	390.00
Security Attendant Lead	05/08/2026 09:00AM - 06:30PM	1.00	EA	35.00	HR	332.50
Security Attendant	05/08/2026 09:00AM - 06:30PM	6.00	EA	30.00	HR	1,710.00
Security Attendant - Overnight	05/08/2026 06:00PM - 07:00AM	1.00	EA	30.00	HR	390.00

EXHIBIT A

Event Information						
Security Attendant Lead	05/09/2026 09:00AM - 06:30PM	1.00	EA	35.00	HR	332.50
Security Attendant	05/09/2026 09:00AM - 06:30PM	6.00	EA	30.00	HR	1,710.00
Security Attendant - Overnight	05/09/2026 06:00PM - 07:00AM	1.00	EA	30.00	HR	390.00
Security Attendant Lead	05/10/2026 09:00AM - 05:30PM	1.00	EA	35.00	HR	297.50
Security Attendant	05/10/2026 09:00AM - 08:30PM	2.00	EA	30.00	HR	690.00
Security Attendant	05/10/2026 09:00AM - 05:00PM	4.00	EA	30.00	HR	960.00
<u>Technology</u>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<u>Outside Services</u>						
Emergency Medical Services	05/08/2026 09:30AM - 06:30PM	2.00	EA	35.00	HR	630.00
Emergency Medical Services	05/09/2026 09:30AM - 06:30PM	2.00	EA	35.00	HR	630.00
Emergency Medical Services	05/10/2026 09:30AM - 05:30PM	2.00	EA	35.00	HR	560.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						19,747.00

Summary

Facility Rental Total	\$26,600.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$27,112.00
Refundable Deposit	\$800.00
Grand Total:	
	\$54,512.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$13,628.00
Second Payment	02/06/2026	\$13,628.00
Third Payment	03/06/2026	\$13,628.00
Fourth Payment	04/06/2026	\$13,628.00
Total:		\$54,512.00

Please Remit Payment by *Check or Credit Card Only (Convenience Fee may apply)*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

EXHIBIT A

Event Information

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.

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-021-26**

REVIEWED _____

DATE **January 9, 2026**

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 **Ultimate Trade Shows & Events, Inc.** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

February 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:

OC Home & Garden Show

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

\$23,537.00

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.

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 Home & Garden Show	Contract No:	R-021-26
Contact Person:	Sylvia Andersen	Phone:	(801) 599-6664
Event Date:	02/21/2026 - 02/22/2026	Hours:	Saturday: 10:00 AM - 6:00 PM Sunday: 10:00 AM - 5:00 PM
Admission Price:	Free		
Vehicle Parking Fee:	\$15.00 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			
The Hangar	02/20/2026 08:00 AM - 10:00 PM	Move In	2,050.00
Saturday			
The Hangar	02/21/2026 10:00 AM - 06:00 PM	Event	4,100.00
Sunday			
The Hangar	02/22/2026 10:00 AM - 05:00 PM	Event	4,100.00
Monday			
The Hangar	02/23/2026 06:00 AM - 11:59 AM	Move Out	No Charge
Total:			10,250.00

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

Move out must be completed by 11:59 AM Monday - 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 13	13.00 EA	20.00 EA	260.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	575.00 EVT	575.00
Forklift	Estimate 8 Hours	8.00 HR	75.00 HR	600.00
Man Lift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
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:				2,260.00

Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 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
Event Day				
Grounds Attendant Lead	02/21/2026 09:00AM - 07:00PM	1.00 EA	35.00 HR	350.00
Grounds Attendant	02/21/2026 09:00AM - 07:00PM	1.00 EA	30.00 HR	300.00
Janitorial Attendant	02/21/2026 09:00AM - 07:00PM	2.00 EA	30.00 HR	600.00
Electrician	02/21/2026 09:00AM - 07:00PM	1.00 EA	75.00 HR	750.00

EXHIBIT A

Event Information						
Grounds Attendant Lead	02/22/2026 09:00AM - 06:00PM	1.00	EA	35.00	HR	315.00
Grounds Attendant	02/22/2026 09:00AM - 06:00PM	1.00	EA	30.00	HR	270.00
Janitorial Attendant	02/22/2026 09:00AM - 06:00PM	2.00	EA	30.00	HR	540.00
Electrician	02/22/2026 09:00AM - 06:00PM	1.00	EA	75.00	HR	675.00
Clean Up						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	35.00	HR	175.00
Grounds Attendant	Estimate 12 Hours	12.00	HR	30.00	HR	360.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Electrician	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
<u>Event Sales & Services</u>						
Event Coordinator	02/21/2026 09:00AM - 07:00PM	1.00	EA	57.50	HR	575.00
Event Coordinator	02/22/2026 09:00AM - 06:00PM	1.00	EA	57.50	HR	517.50
<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	02/21/2026 09:00AM - 06:30PM	2.00	EA	30.00	HR	570.00
Security Attendant	02/22/2026 09:00AM - 05:30PM	2.00	EA	30.00	HR	510.00
<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 09:30AM - 06:30PM	1.00	EA	35.00	HR	315.00
Emergency Medical Services	02/22/2026 09:30AM - 05:30PM	1.00	EA	35.00	HR	280.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						9,527.00
Summary						
Facility Rental Total						\$10,250.00
Estimated Equipment, Reimbursable Personnel and Services Total						\$11,787.00
Refundable Deposit						\$1,500.00
Grand Total:						\$23,537.00
Payment Schedule						
<u>Payment Schedule</u>				<u>Due Date</u>		<u>Amount</u>
First Payment				Upon Signing		\$23,537.00
Total:						\$23,537.00

Please Remit Payment by *Check or Credit Card Only* (Convenience Fee may apply)*

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.

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

BANNERS

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

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.

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-024-26**

REVIEWED _____

DATE **January 20, 2026**

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 **Sugar Plum Festivals** 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 24 - March 2, 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:

Sugar Plum Arts & Crafts Festivals

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

\$32,808.00

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.

Sugar Plum Festivals
2005 Palo Verde Avenue, Suite 318
Long Beach, CA 90815

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

By: _____ Date: _____
Title: Camilla Richter, Promoter

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

EXHIBIT A

Event Information

Event Name:	Sugar Plum Festivals	Contract No:	R-024-26
Contact Person:	Camilla Richter	Phone:	(562) 598-0857
Event Date:	02/27/2026 - 03/01/2026	Hours:	Friday: 10:00 AM - 7:00 PM Saturday & Sunday: 10:00 AM - 5:00 PM
Admission Price:	TBD	Projected Attendance:	2,000
Vehicle Parking Fee:	\$15.00 General Parking		

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Tuesday			
Los Alamitos Building (#14)	02/24/2026 03:00 PM - 10:00 PM	Chalking	875.00
Wednesday			
Los Alamitos Building (#14)	02/25/2026 09:00 AM - 09:00 PM	Move In	1,750.00
Thursday			
Los Alamitos Building (#14)	02/26/2026 09:00 AM - 09:00 PM	Move In	1,750.00
Friday			
Los Alamitos Building (#14)	02/27/2026 10:00 AM - 07:00 PM	Event	3,500.00
Saturday			
Los Alamitos Building (#14)	02/28/2026 10:00 AM - 05:00 PM	Event	3,500.00
Sunday			
Los Alamitos Building (#14)	03/01/2026 10:00 AM - 05:00 PM	Event	3,500.00
Monday			
Los Alamitos Building (#14)	03/02/2026 06:00 AM - 11:59 AM	Move Out	No Charge
Total:			14,875.00

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

Move out must be completed by 11:59 AM Monday - March 2, 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
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Bench (Metal)	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 6	6.00 EA	20.00 EA	120.00
Electrical Splitter Box	Estimate 3	3.00 EA	55.00 EA	165.00
Electrical Usage Rate	Estimate Only	1.00 EA	775.00 EVT	775.00
Hang Tag - 3 Day	Estimate 136	136.00 EA	21.00 EA	2,856.00
Man Lift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Marquee Board	02/23/2026 - 03/01/2026	1.00 WK	Included	Included
Portable Electronic Message Board	02/27/2026 - 03/01/2026	2.00 EA	75.00 EA/DAY	450.00
Public Address System (Per Building)	02/27/2026 - 03/01/2026	1.00 EA	75.00 EA/DAY	225.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Total:				4,966.00

Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 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 1 Hour	1.00 HR	75.00 HR	75.00

EXHIBIT A

Event Information

Event Day

Grounds Attendant Lead	02/27/2026 09:00AM - 08:00PM	1.00	EA	35.00	HR	385.00
Grounds Attendant	02/27/2026 09:00AM - 08:00PM	1.00	EA	30.00	HR	330.00
Janitorial Attendant	02/27/2026 09:00AM - 08:00PM	2.00	EA	30.00	HR	660.00
Grounds Attendant Lead	02/28/2026 09:00AM - 06:00PM	1.00	EA	35.00	HR	315.00
Grounds Attendant	02/28/2026 09:00AM - 06:00PM	1.00	EA	30.00	HR	270.00
Janitorial Attendant	02/28/2026 09:00AM - 06:00PM	2.00	EA	30.00	HR	540.00
Grounds Attendant Lead	03/01/2026 09:00AM - 06:00PM	1.00	EA	35.00	HR	315.00
Grounds Attendant	03/01/2026 09:00AM - 06:00PM	1.00	EA	30.00	HR	270.00
Janitorial Attendant	03/01/2026 09:00AM - 06:00PM	2.00	EA	30.00	HR	540.00

Clean Up

Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	35.00	HR	140.00
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 1 Hour	1.00	HR	75.00	HR	75.00

Event Sales & Services

Event Coordinator	02/27/2026 09:00AM - 08:00PM	1.00	EA	57.50	HR	632.50
Event Coordinator	02/28/2026 09:00AM - 06:00PM	1.00	EA	57.50	HR	517.50
Event Coordinator	03/01/2026 09:00AM - 06:00PM	1.00	EA	57.50	HR	517.50

Parking

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

Safety & Security

Security Attendant	02/27/2026 09:00AM - 07:30PM	2.00	EA	30.00	HR	630.00
Security Attendant	02/28/2026 09:00AM - 05:30PM	2.00	EA	30.00	HR	510.00
Security Attendant	03/01/2026 09:00AM - 05:30PM	2.00	EA	30.00	HR	510.00

Technology

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

Emergency Medical Services	02/27/2026 09:30AM - 07:30PM	2.00	EA	35.00	HR	700.00
Emergency Medical Services	02/28/2026 09:30AM - 05:30PM	2.00	EA	35.00	HR	560.00
Emergency Medical Services	03/01/2026 09:30AM - 05:30PM	2.00	EA	35.00	HR	560.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Insurance

S.E.L.I. Insurance	02/27/2026 - 03/01/2026	1.00	EA	900.00	EVT	900.00
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(Includes coverage for Move In/Move Out period listed on Rental Agreement)

Total: 12,167.00

Summary

Facility Rental Total	\$14,875.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$17,133.00
Refundable Deposit	\$800.00

Grand Total: \$32,808.00

EXHIBIT A

Event Information

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$32,808.00
	Total:	\$32,808.00

Please Remit Payment by *Check or Credit Card Only (Convenience Fee may apply)*

****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.

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.

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, Sugar Plum Festivals must comply with request.**

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-029-26**

REVIEWED _____

DATE **January 21, 2026**

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 **Apartment Association of Orange County** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

March 17 - 19, 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:

The Rental Housing Show

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

\$32,129.00

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.

Apartment Association of Orange County
1601 E Orangewood Avenue, Ste 125
Anaheim, CA 92805

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

By: _____ Date: _____
Title: David Cordero, Executive Director

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

EXHIBIT A

Event Information

Event Name:	The Rental Housing Show	Contract No:	R-029-26
Contact Person:	David Cordero	Phone:	(714) 245-9500 x1420
Event Date:	03/19/2026	Hours:	Pre-show Seminar: 8:00 AM - 9:00 AM Trade Show: 9:00 AM - 3:00 PM
Admission Price:	Free	Projected Attendance:	1,500
Vehicle Parking Fee:	\$15.00 General Parking		

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)	03/17/2026 08:00 AM - 07:00 PM	Move In	2,450.00
Huntington Beach Building (#12)	03/17/2026 08:00 AM - 07:00 PM	Move In	1,950.00
Wednesday			
Costa Mesa Building (#10)	03/18/2026 08:00 AM - 07:00 PM	Move In	2,450.00
Huntington Beach Building (#12)	03/18/2026 08:00 AM - 07:00 PM	Move In	1,950.00
Thursday			
Costa Mesa Building (#10)	03/19/2026 08:00 AM - 03:00 PM	Event	4,900.00
Huntington Beach Building (#12)	03/19/2026 08:00 AM - 03:00 PM	Event	3,900.00
Total:			17,600.00

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

Move out must be completed by 11:59 PM Thursday - March 19, 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
4-Channel Audio Mixer	Estimate 1	1.00 EA	35.00 EA	35.00
Bleachers (50 Seat Section)	Estimate 1	1.00 EA	150.00 EA	150.00
Dumpster	Estimate 4	4.00 EA	20.00 EA	80.00
Electrical Splitter Box	Estimate 3	3.00 EA	55.00 EA	165.00
Electrical Usage Rate	Estimate Only	1.00 EA	875.00 EVT	875.00
Forklift	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Hang Tag - 1 Day	Estimate 166	166.00 EA	7.00 EA	1,162.00
Man Lift	TBD	TBD HR	75.00 HR	TBD
Marquee Board	03/13/2026 - 03/19/2026	1.00 WK	Included	Included
Picnic Table (Rectangular & Round)	Estimate 20	20.00 EA	15.00 EA	300.00
Podium	Estimate 1	1.00 EA	25.00 EA	25.00
Portable Electronic Message Board	03/19/2026	2.00 EA	75.00 EA/DAY	150.00
Public Address System (Per Building)	03/19/2026	1.00 EA	75.00 EA/DAY	75.00
Scissor Lift	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Sweeper (In-House)	Estimate 8 Hours	8.00 HR	75.00 HR	600.00
Umbrella w/Stand	TBD	TBD EA	15.00 EA	TBD
Wireless Microphone	Estimate 1	1.00 EA	50.00 EA	50.00
Total:				4,492.00

Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 14 Hours	14.00 HR	30.00 HR	420.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Electrician	Estimate 3 Hours	3.00 HR	75.00 HR	225.00

EXHIBIT A

Event Information

Event Day

Grounds Attendant Lead	03/19/2026 07:00AM - 04:00PM	1.00	EA	35.00	HR	315.00
Grounds Attendant	03/19/2026 07:00AM - 04:00PM	2.00	EA	30.00	HR	540.00
Janitorial Attendant	03/19/2026 07:00AM - 04:00PM	5.00	EA	30.00	HR	1,350.00

Clean Up

Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	35.00	HR	280.00
Grounds Attendant	Estimate 23 Hours	23.00	HR	30.00	HR	690.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Electrician	Estimate 2 Hours	2.00	HR	75.00	HR	150.00

Event Sales & Services

Event Coordinator	03/19/2026 07:00AM - 04:00PM	1.00	EA	57.50	HR	517.50
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Parking

Parking Attendant Lead	Estimate 14 Hours	14.00	HR	35.00	HR	490.00
Parking Attendant	Estimate 28 Hours	28.00	HR	30.00	HR	840.00

Safety & Security

Security Attendant - Overnight	03/18/2026 06:45PM - 07:00AM	1.00	EA	30.00	HR	367.50
Security Attendant Lead	03/19/2026 07:00AM - 03:30PM	1.00	EA	35.00	HR	297.50
Security Attendant	03/19/2026 07:00AM - 03:30PM	4.00	EA	30.00	HR	1,020.00

Technology

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

Emergency Medical Services	03/19/2026 07:30AM - 03:30PM	2.00	EA	35.00	HR	560.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Total: 9,037.00

Summary

Facility Rental Total	\$17,600.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$13,529.00
Refundable Deposit	\$1,000.00

Grand Total: \$32,129.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$16,064.50
Second Payment	02/17/2026	\$16,064.50
Total:		\$32,129.00

Please Remit Payment by *Check or Credit Card Only (Convenience Fee may apply)*

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

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

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-051-26**

REVIEWED _____

DATE **January 17, 2026**

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 **FoodieLand 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

May 26 - June 1, 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:

626 Night Market

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

\$152,871.00

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.

FoodieLand LLC
1617 S California Avenue
Monrovia, CA 91016

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

By: _____ Date: _____
Title: Julie Christine, CEO

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

EXHIBIT A

Event Information

Event Name:	626 Night Market	Contract No:	R-051-26
Contact Person:	Kevin Wang	Phone:	(510) 241-2029
Event Date:	05/29/2026 - 05/31/2026	Hours:	Friday: 3:00 PM - 10:00 PM Saturday & Sunday: 1:00 PM - 10:00 PM
Admission Price:	\$6.00 - \$7.00		
Vehicle Parking Fee:	\$15.00 General Parking	Projected Attendance:	15,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Tuesday			
OC Promenade (Span)	05/26/2026 07:00 AM - 11:59 PM	Move In	1,400.00
½ Parking Lot G	05/26/2026 07:00 AM - 11:59 PM	Move In	575.00
Parking Lot I	05/26/2026 07:00 AM - 11:59 PM	Move In	1,150.00
Wednesday			
OC Promenade (Span)	05/27/2026 07:00 AM - 11:59 PM	Move In	1,400.00
½ Parking Lot G	05/27/2026 07:00 AM - 11:59 PM	Move In	575.00
Parking Lot I	05/27/2026 07:00 AM - 11:59 PM	Move In	1,150.00
Thursday			
OC Promenade (Span)	05/28/2026 07:00 AM - 11:59 PM	Move In	1,400.00
½ Parking Lot G	05/28/2026 07:00 AM - 11:59 PM	Move In	575.00
Parking Lot I	05/28/2026 07:00 AM - 11:59 PM	Move In	1,150.00
Friday			
OC Promenade (Span)	05/29/2026 03:00 PM - 10:00 PM	Event	2,800.00
½ Parking Lot G	05/29/2026 03:00 PM - 10:00 PM	Event	1,150.00
Parking Lot I	05/29/2026 03:00 PM - 10:00 PM	Event	2,300.00
Saturday			
OC Promenade (Span)	05/30/2026 01:00 PM - 10:00 PM	Event	2,800.00
½ Parking Lot G	05/30/2026 01:00 PM - 10:00 PM	Event	1,150.00
Parking Lot I	05/30/2026 01:00 PM - 10:00 PM	Event	2,300.00
Sunday			
OC Promenade (Span)	05/31/2026 01:00 PM - 10:00 PM	Event	2,800.00
½ Parking Lot G	05/31/2026 01:00 PM - 10:00 PM	Event	1,150.00
Parking Lot I	05/31/2026 01:00 PM - 10:00 PM	Event	2,300.00
Monday			
OC Promenade (Span)	06/01/2026 06:00 AM - 11:59 AM	Move Out	No Charge
½ Parking Lot G	06/01/2026 06:00 AM - 11:59 AM	Move Out	No Charge
Parking Lot I	06/01/2026 06:00 AM - 11:59 AM	Move Out	No Charge
Total:			28,125.00

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

Move out must be completed by 11:59 PM Monday - June 1, 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 1	1.00 EA	70.00 EA	70.00
100 Amp Drop	Estimate 1	1.00 EA	180.00 EA	180.00
200 Amp Drop	TBD	TBD EA	360.00 EA	TBD

EXHIBIT A

Event Information						
40 Yard Dumpster	Estimate 10	10.00	EA	241.00	EA	2,410.00
Barricade (Metal)	TBD	TBD	EA	15.00	EA	TBD
Barricade (Plastic)	Estimate 80	80.00	EA	15.00	EA	1,200.00
Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Dumpster	TBD	TBD	EA	20.00	EA	TBD
Electrical Splitter Box	Estimate 30	30.00	EA	55.00	EA	1,650.00
Electrical Usage Rate	Estimate Only	1.00	EA	1,800.00	EVT	1,800.00
EVOLV - Weapon Detection System	TBD	TBD	EA	800.00	EA/DAY	TBD
Forklift (40 Yard Dumpster)	Estimate 24 Hours	24.00	HR	75.00	HR	1,800.00
Forklift (Equipment)	Estimate 30 Hours	30.00	HR	75.00	HR	2,250.00
Forklift (Picnic Tables)	Estimate 15 Hours	15.00	HR	75.00	HR	1,125.00
Man Lift	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Marquee Board	05/04/2026 - 05/31/2026	4.00	WK	Included		Included
Picnic Table (Rectangular & Round)	Estimate 130	130.00	EA	15.00	EA	1,950.00
Portable Electronic Message Board	05/29/2026 - 05/31/2026	2.00	EA	75.00	EA/DAY	450.00
Stanchion	Estimate 200	200.00	EA	5.00	EA	1,000.00
Sweeper (In-House)	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Ticket Booth (Double Window)	Estimate 1	1.00	EA	100.00	EA	100.00
Tonnage Weight (40 Yard Dumpster)	Estimate 22 Tons	22.00	TON	83.00	TON	1,826.00
Umbrella w/Stand	TBD	TBD	EA	15.00	EA	TBD
Total:						18,486.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
Event Operations						
Set Up						
Grounds Attendant Lead	Estimate 12 Hours	12.00	HR	35.00	HR	420.00
Grounds Attendant	Estimate 56 Hours	56.00	HR	30.00	HR	1,680.00
Grounds Attendant (Fencing)	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Janitorial Attendant	Estimate 24 Hours	24.00	HR	30.00	HR	720.00
Electrician	Estimate 20 Hours	20.00	HR	75.00	HR	1,500.00
Plumber	Estimate 11 Hours	11.00	HR	75.00	HR	825.00
Event Day						
Grounds Attendant Lead	05/29/2026 02:00PM - 11:00PM	1.00	EA	35.00	HR	315.00
Grounds Attendant	05/29/2026 07:00AM - 02:30PM	4.00	EA	30.00	HR	900.00
Grounds Attendant	05/29/2026 02:00PM - 11:00PM	8.00	EA	30.00	HR	2,160.00
Janitorial Attendant Lead	05/29/2026 02:00PM - 11:00PM	1.00	EA	35.00	HR	315.00
Janitorial Attendant	05/29/2026 02:00PM - 11:00PM	17.00	EA	30.00	HR	4,590.00
Janitorial Attendant	05/29/2026 02:00PM - 11:00PM	8.00	EA	30.00	HR	2,160.00
Electrician	05/29/2026 02:00PM - 11:00PM	1.00	EA	75.00	HR	675.00
Plumber	05/29/2026 02:00PM - 11:00PM	1.00	EA	75.00	HR	675.00
Grounds Attendant Lead	05/30/2026 12:00PM - 11:00PM	1.00	EA	35.00	HR	385.00
Grounds Attendant	05/30/2026 07:00AM - 12:30PM	4.00	EA	30.00	HR	660.00
Grounds Attendant	05/30/2026 12:00PM - 11:00PM	8.00	EA	30.00	HR	2,640.00
Janitorial Attendant Lead	05/30/2026 12:00PM - 11:00PM	1.00	EA	35.00	HR	385.00
Janitorial Attendant	05/30/2026 12:00PM - 11:00PM	19.00	EA	30.00	HR	6,270.00
Janitorial Attendant	05/30/2026 12:00PM - 11:00PM	8.00	EA	30.00	HR	2,640.00
Electrician	05/30/2026 12:00PM - 11:00PM	1.00	EA	75.00	HR	825.00
Plumber	05/30/2026 12:00PM - 11:00PM	1.00	EA	75.00	HR	825.00

EXHIBIT A

Event Information							
Grounds Attendant Lead	05/31/2026 12:00PM - 11:00PM	1.00	EA	35.00	HR		385.00
Grounds Attendant	05/31/2026 07:00AM - 12:30PM	4.00	EA	30.00	HR		660.00
Grounds Attendant	05/31/2026 12:00PM - 11:00PM	8.00	EA	30.00	HR		2,640.00
Janitorial Attendant Lead	05/31/2026 12:00PM - 11:00PM	1.00	EA	35.00	HR		385.00
Janitorial Attendant	05/31/2026 12:00PM - 11:00PM	17.00	EA	30.00	HR		5,610.00
Janitorial Attendant	05/31/2026 12:00PM - 11:00PM	8.00	EA	30.00	HR		2,640.00
Electrician	05/31/2026 12:00PM - 11:00PM	1.00	EA	75.00	HR		825.00
Plumber	05/31/2026 12:00PM - 11:00PM	1.00	EA	75.00	HR		825.00
Clean Up							
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	35.00	HR		280.00
Grounds Attendant	Estimate 56 Hours	56.00	HR	30.00	HR		1,680.00
Grounds Attendant (Fencing)	Estimate 8 Hours	8.00	HR	30.00	HR		240.00
Janitorial Attendant	Estimate 24 Hours	12.00	HR	30.00	HR		360.00
Electrician	Estimate 17 Hours	17.00	HR	75.00	HR		1,275.00
Plumber	Estimate 11 Hours	11.00	HR	75.00	HR		825.00
<u>Event Sales & Services</u>							
Event Coordinator	05/29/2026 02:00PM - 11:00PM	1.00	EA	57.50	HR		517.50
Event Coordinator	05/30/2026 12:00PM - 11:00PM	1.00	EA	57.50	HR		632.50
Event Coordinator	05/31/2026 12:00PM - 11:00PM	1.00	EA	57.50	HR		632.50
<u>Parking</u>							
Parking Attendant Lead	Estimate 24 Hours	24.00	HR	35.00	HR		840.00
Parking Attendant	Estimate 54 Hours	54.00	HR	30.00	HR		1,620.00
<u>Safety & Security</u>							
Security Attendant - Overnight	05/28/2026 10:30PM - 09:30AM	2.00	EA	30.00	HR		660.00
Security Attendant Lead	05/29/2026 02:00PM - 10:30PM	1.00	EA	35.00	HR		297.50
Security Attendant - Vendor Gate	05/29/2026 01:00PM - 10:30PM	1.00	EA	30.00	HR		285.00
Security Attendant	05/29/2026 02:00PM - 10:30PM	9.00	EA	30.00	HR		2,295.00
Security Attendant - Overnight	05/29/2026 09:30PM - 08:30AM	2.00	EA	30.00	HR		660.00
Security Attendant Lead	05/30/2026 12:00PM - 10:30PM	1.00	EA	35.00	HR		367.50
Security Attendant - Vendor Gate	05/30/2026 11:00AM - 10:30PM	1.00	EA	30.00	HR		345.00
Security Attendant	05/30/2026 12:00PM - 10:30PM	9.00	EA	30.00	HR		2,835.00
Security Attendant - Overnight	05/30/2026 09:30PM - 08:30AM	2.00	EA	30.00	HR		660.00
Security Attendant Lead	05/31/2026 12:00PM - 10:30PM	1.00	EA	35.00	HR		367.50
Security Attendant - Vendor Gate	05/31/2026 11:00AM - 10:30PM	1.00	EA	30.00	HR		345.00
Security Attendant	05/31/2026 12:00PM - 10:30PM	9.00	EA	30.00	HR		2,835.00
Security Attendant - Overnight	05/31/2026 09:30PM - 08:30AM	2.00	EA	30.00	HR		660.00
<u>Technology</u>							
Technology Attendant	TBD	TBD	HR	57.50	HR		TBD
<u>Outside Services</u>							
Costa Mesa Police Department	TBD	TBD	EA	TBD	EVT		TBD
Emergency Medical Services	05/29/2026 02:30PM - 10:30PM	4.00	EA	35.00	HR		1,120.00
Emergency Medical Services	05/30/2026 12:30PM - 10:30PM	4.00	EA	35.00	HR		1,400.00
Emergency Medical Services	05/31/2026 12:30PM - 10:30PM	4.00	EA	35.00	HR		1,400.00

EXHIBIT A

Event Information						
Orange County Sheriff Services	Estimate Only	1.00	EA	21,500.00	EVT	21,500.00
Sound Engineer	05/29/2026 - 05/31/2025	1.00	EA	845.00	EA/DAY	2,535.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	5.00	HR	263.00	HR	1,315.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	4,700.00	EVT	4,700.00
Total:						101,260.00

Summary

Facility Rental Total	\$28,125.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$119,746.00
Refundable Deposit	\$5,000.00
Grand Total: \$152,871.00	

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$38,217.75
Second Payment	02/26/2026	\$38,217.75
Third Payment	03/26/2026	\$38,217.75
Fourth Payment	04/27/2026	\$38,217.75
Total:		\$152,871.00

Please Remit Payment by *Check or Credit Card Only (Convenience Fee may apply)*

****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.

EXHIBIT A

Event Information

EVENT PROGRAM POLICIES AND PROCEDURES

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

EVOLV - WEAPON DETECTION SYSTEM

Renter agrees to provide at a minimum one (1) EVOLV – Weapon Detection System to be used during event days. Operation of the units must begin at least one (1) hour prior to doors. OCFEC Event Coordinator will work with Renter to determine placement of the EVOLV based on State Fire Marshal and OCFEC Facilities Department restrictions.

Renter must provide staffing for EVOLV machines. Staffing must be from a licensed California PPO Security Provider. OCFEC Safety & Security personnel cannot operate EVOLV machines from external providers.

FOOD & BEVERAGE VENDOR FEE – 626 NIGHT MARKET

FoodieLand LLC agrees to pay \$110.00 per food vendor (per 10'x10' space) and \$60.00 per food truck to OVG Hospitality by no later than **Monday - May 18, 2026**. OVG Hospitality will sell and serve all alcohol beverages during this event. A complete food & beverage vendor list must be provided to OVG Hospitality with submittal of associated fees.

FUTURE TERMS

Future terms and agreements subject to change.

GLASS

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

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, FoodieLand LLC must comply with request.**

EXHIBIT A

Event Information

STATE FIRE MARSHAL

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

REVIEWED _____

DATE **December 16, 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 **Escalent** 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 13 - 21, 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:

Escalent Auto Research

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

\$70,367.00

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

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

Escalent
17430 College Parkway
Livonia, MI 48169

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

By: _____ Date: _____
Title: Grant Jobkar, Director - Automotive & Mobility

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

EXHIBIT A

Event Information

Event Name:	Escalent Auto Research	Contract No:	R-060-26
Contact Person:	Grant Jobkar	Phone:	(734) 476-0422
Event Date:	01/14/2026 - 01/21/2026	Hours:	7:30 AM - 6:00 PM Daily
Admission Price:	Private Event		
Vehicle Parking Fee:	Parking Buyout (See Summary)	Projected Attendance:	225

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Tuesday			
Anaheim Building (#16)	01/13/2026 07:30 AM - 06:00 PM	Move In	1,400.00
Parking Lot I	01/13/2026 07:30 AM - 06:00 PM	Move In	1,150.00
Wednesday			
Anaheim Building (#16)	01/14/2026 07:30 AM - 06:00 PM	Event	2,800.00
Parking Lot I	01/14/2026 07:30 AM - 06:00 PM	Event	2,300.00
Thursday			
Anaheim Building (#16)	01/15/2026 07:30 AM - 06:00 PM	Event	2,800.00
Parking Lot I	01/15/2026 07:30 AM - 06:00 PM	Event	2,300.00
Friday			
Anaheim Building (#16)	01/16/2026 07:30 AM - 06:00 PM	Event	2,800.00
Parking Lot I	01/16/2026 07:30 AM - 06:00 PM	Event	2,300.00
Saturday			
Anaheim Building (#16)	01/17/2026 07:30 AM - 06:00 PM	Event	2,800.00
Parking Lot I	01/17/2026 07:30 AM - 06:00 PM	Event	2,300.00
Sunday			
Anaheim Building (#16)	01/18/2026 07:30 AM - 06:00 PM	Event	2,800.00
Parking Lot I	01/18/2026 07:30 AM - 06:00 PM	Event	2,300.00
Monday			
Anaheim Building (#16)	01/19/2026 07:30 AM - 06:00 PM	Event	2,800.00
Parking Lot I	01/19/2026 07:30 AM - 06:00 PM	Event	2,300.00
Tuesday			
Anaheim Building (#16)	01/20/2026 07:30 AM - 06:30 PM	Event	2,800.00
Parking Lot I	01/20/2026 07:30 AM - 06:30 PM	Event	2,300.00
Wednesday			
Anaheim Building (#16)	01/21/2026 07:30 AM - 06:00 PM	Event	2,800.00
Parking Lot I	01/21/2026 07:30 AM - 06:00 PM	Event	2,300.00
Anaheim Building (#16)	01/21/2026 06:00 PM - 11:59 PM	Move Out	Included
Parking Lot I	01/21/2026 06:00 PM - 11:59 PM	Move Out	Included
Total:			43,350.00

Hosting of this event in the above specified spaces, Anaheim Building and Parking Lot I, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also 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 Wednesday - January 21, 2026 to avoid additional charges.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
100 Amp Drop	TBD	TBD EA	180.00 EA	TBD
Chair (Individual)	Estimate 35	35.00 EA	2.50 EA	87.50

EXHIBIT A

Event Information						
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	2,000.00	EVT	2,000.00
Forklift	TBD	TBD	HR	75.00	HR	TBD
Gaffers Tape	Estimate 2	2.00	EA	35.00	EA	70.00
Man Lift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Portable Electronic Message Board	TBD	TBD	EA	75.00	EA/DAY	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Traffic Cone	TBD	TBD	EA	TBD	EA	TBD
Total:						2,632.50

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
Event Operations						
Set Up						
Grounds Attendant Lead	Estimate 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 1 Hour	1.00	HR	75.00	HR	75.00
Event Day						
Grounds Attendant	01/14/2026 Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Janitorial Attendant	01/14/2026 Estimate 16 Hours	16.00	HR	30.00	HR	480.00
Grounds Attendant	01/15/2026 Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Janitorial Attendant	01/15/2026 Estimate 16 Hours	16.00	HR	30.00	HR	480.00
Grounds Attendant	01/16/2026 Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Janitorial Attendant	01/16/2026 Estimate 16 Hours	16.00	HR	30.00	HR	480.00
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Janitorial Attendant	01/21/2026 Estimate 16 Hours	16.00	HR	30.00	HR	480.00
Clean Up						
Grounds Attendant	Estimate 16 Hours	16.00	HR	30.00	HR	480.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Electrician	Estimate 1 Hour	1.00	HR	75.00	HR	75.00
Event Sales & Services						
Event Coordinator	01/14/2026 Estimate 4 Hours	4.00	HR	57.50	HR	230.00
Event Coordinator	01/15/2026 Estimate 4 Hours	4.00	HR	57.50	HR	230.00
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EXHIBIT A

Event Information						
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Event Coordinator	01/21/2026 Estimate 4 Hours	4.00	HR	57.50	HR	230.00
<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 Lead	01/14/2026 06:30AM - 07:00PM	1.00	EA	35.00	HR	437.50
Security Attendant Lead	01/15/2026 06:30AM - 07:00PM	1.00	EA	35.00	HR	437.50
Security Attendant Lead	01/16/2026 06:30AM - 07:00PM	1.00	EA	35.00	HR	437.50
Security Attendant Lead	01/17/2026 06:30AM - 07:00PM	1.00	EA	35.00	HR	437.50
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<u>Outside Services</u>						
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						13,884.50

Summary

Facility Rental Total	\$43,350.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$16,517.00
Parking Buyout (<i>Based upon 600 vehicles at \$15.00 per vehicle</i>)	\$9,000.00
Refundable Deposit	\$1,500.00
Grand Total:	
	\$70,367.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$70,367.00
Total:		\$70,367.00

Please Remit Payment by *Check or Credit Card Only (Convenience Fee may apply)*

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.

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RENTER AGREES

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

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

To limit speeds to 40 MPH.

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

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, Escalent must comply with request.**

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-061-26**

REVIEWED _____

DATE **December 16, 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 **TMT Productions, 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

May 8 - 9, 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:

Night Nation Run

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

\$34,070.75

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

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

TMT Productions, LLC
7783 Falda Place
Carlsbad, CA 92009

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

By: _____ Date: _____

Title: Brian Graham, Partner

By: _____ Date: _____

Title: James Canfield, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	Night Nation Run	Contract No:	R-061-26
Contact Person:	Brian Graham	Phone:	(760) 473-6177
Event Date:	05/09/2026	Hours:	Packet Pick-Up: Friday: 4:30 PM - 7:00 PM
		5K Run:	Saturday: 5:00 PM - 10:30PM
Admission Price:	TBD		
Vehicle Parking Fee:	\$15.00 General Parking	Projected Attendance:	7,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Country Meadows (Run Route)	05/08/2026 08:00 AM - 08:00 PM	Move In	550.00
Crafters Village (Run Route)	05/08/2026 08:00 AM - 08:00 PM	Move In	350.00
Pacific Amphitheatre (Run Route)	05/08/2026 08:00 AM - 08:00 PM	Move In	2,375.00
Park Plaza	05/08/2026 08:00 AM - 08:00 PM	Move In	900.00
Park Plaza (Packet Pick-Up)	05/08/2026 04:30 PM - 07:00 PM	Packet Pick-Up	Included
Plaza Pacifica	05/08/2026 08:00 AM - 08:00 PM	Move In	900.00
Saturday			
Country Meadows (Run Route)	05/09/2026 05:00 PM - 10:30 PM	Event	1,100.00
Crafters Village (Run Route)	05/09/2026 05:00 PM - 10:30 PM	Event	700.00
Pacific Amphitheatre (Run Route)	05/09/2026 05:00 PM - 10:30 PM	Event	4,750.00
Park Plaza	05/09/2026 05:00 PM - 10:30 PM	Event	1,800.00
Plaza Pacifica	05/09/2026 05:00 PM - 10:30 PM	Event	1,800.00
Total:			15,225.00

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

Move out must be completed by 11:59 PM Saturday - May 9, 2026 to avoid additional charges.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 20	20.00 EA	20.00 EA	400.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	300.00 EVT	300.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Marquee Board	04/12/2026 - 05/09/2026	4.00 WK	Included	Included
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00 EA	TBD
Portable Electronic Message Board	05/09/2026	2.00 EA	75.00 EA/DAY	150.00
Scissor Lift	TBD	TBD EA	75.00 EA	TBD
Sweeper (In-House)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Umbrella w/ Stand	TBD	TBD EA	15.00 EA	TBD
Total:				1,225.00

Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 16 Hours	16.00 HR	30.00 HR	480.00
Janitorial Attendant	Estimate 15 Hours	15.00 HR	30.00 HR	450.00
Electrician	Estimate 1 Hour	1.00 HR	75.00 HR	75.00

EXHIBIT A

Event Information

Event Day

Grounds Attendant Lead	05/09/2026 04:00PM - 11:30PM	1.00	EA	35.00	HR	262.50
Grounds Attendant	05/09/2026 04:00PM - 11:30PM	2.00	EA	30.00	HR	450.00
Janitorial Attendant Lead	05/09/2026 04:00PM - 11:30PM	1.00	EA	35.00	HR	262.50
Janitorial Attendant	05/09/2026 04:00PM - 11:30PM	6.00	EA	30.00	HR	1,350.00

Clean Up

Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	35.00	HR	280.00
Grounds Attendant	Estimate 16 Hours	16.00	HR	30.00	HR	480.00
Janitorial Attendant	Estimate 24 Hours	24.00	HR	30.00	HR	720.00
Electrician	Estimate 1 Hour	1.00	HR	75.00	HR	75.00

Event Sales & Services

Event Coordinator	05/09/2026 04:00PM - 11:30PM	1.00	EA	57.50	HR	431.25
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Parking

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

Safety & Security

Security Attendant - Packet Pick-Up	05/08/2026 03:30PM - 07:30PM	2.00	EA	30.00	HR	240.00
Security Attendant - Overnight	05/08/2026 10:00PM - 08:00AM	1.00	EA	30.00	HR	300.00
Security Attendant Lead	05/09/2026 04:00PM - 11:00PM	1.00	EA	35.00	HR	245.00
Security Attendant	05/09/2026 04:00PM - 11:00PM	11.00	EA	30.00	HR	2,310.00

Outside Services

Emergency Medical Services	05/09/2026 04:30PM - 11:00PM	4.00	EA	35.00	HR	910.00
Orange County Sheriff Services	Estimate Only	1.00	EA	4,800.00	EVT	4,800.00
Sound Engineer	05/09/2026	1.00	EA	845.00	EA/DAY	845.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	TBD	TBD	EA	TBD	EVT	TBD

Total: 16,120.75

Summary

Facility Rental Total	\$15,225.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$17,345.75
Refundable Deposit	\$1,500.00

Grand Total: \$34,070.75

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment (25% Facility Fee)	Upon Signing	\$3,806.25
Second Payment	02/09/2026	\$10,088.25
Third Payment	03/09/2026	\$10,088.25
Fourth Payment	04/08/2026	\$10,088.00

Total: \$34,070.75

EXHIBIT A

Event Information

Please Remit Payment by *Check or Credit Card Only (Convenience Fee may apply)*

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

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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.

OAK VIEW GROUP dba OVG HOSPITALITY

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

EXHIBIT A

Event Information

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, TMT Productions, LLC must comply with request.**

STATE FIRE MARSHAL

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

TEMPORARY STRUCTURES

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

FORM F-31

AGREEMENT NO. **R-062-26**

REVIEWED _____

DATE **December 16, 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 **Share Our Selves Corporation** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

May 7, 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:

SOS Wild & Crazy Taco Night

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

\$15,384.50

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.

Share Our Selves Corporation
1550 Superior Avenue
Costa Mesa, CA 92627

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

By: _____ Date: _____
Title: Christy Ward, Chief Executive Officer

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

EXHIBIT A

Event Information

Event Name:	SOS Wild & Crazy Taco Night	Contract No:	R-062-26
Contact Person:	Caroline Cervantes	Phone:	(949) 270-2118
Event Date:	05/07/2026	Hours:	VIP Pre-Party: 4:30 PM - 5:30 PM General Admission: 5:30 PM - 7:30 PM
Admission Price:	TBD	Projected Attendance:	600
Vehicle Parking Fee:	Parking Buyout (See Summary)		

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday			
Plaza Pacifica	05/07/2026 07:00 AM - 04:30 PM	Move In	Included
Plaza Pacifica	05/07/2026 04:30 PM - 07:30 PM	Event	1,800.00
Plaza Pacifica	05/07/2026 07:30 PM - 11:59 PM	Move Out	Included
Total:			1,800.00

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

Move out must be completed by 11:59 PM Thursday - May 7, 2026 to avoid additional charges.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade (Metal)	TBD	TBD EA	15.00 EA	TBD
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 8	8.00 EA	20.00 EA	160.00
Electrical Splitter Box	Estimate 4	4.00 EA	55.00 EA	220.00
Electrical Usage Rate	Estimate Only	1.00 EA	425.00 EVT	425.00
Forklift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Marquee Board	05/02/2026 - 05/07/2026	1.00 WK	Included	Included
Picnic Table (Rectangular & Round)	Estimate 24	24.00 EA	15.00 EA	360.00
Portable Electronic Message Board	05/07/2026	2.00 EA	75.00 EA/DAY	150.00
Pressure Washer	TBD	TBD HR	75.00 HR	TBD
Stanchion	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Total:				1,915.00

Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 12 Hours	12.00 HR	30.00 HR	360.00
Janitorial Attendant	Estimate 10 Hours	10.00 HR	30.00 HR	300.00
Electrician	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Event Day				
Grounds Attendant Lead	05/07/2026 03:30PM - 08:30PM	1.00 EA	35.00 HR	175.00
Grounds Attendant	05/07/2026 03:30PM - 08:30PM	2.00 EA	30.00 HR	300.00
Janitorial Attendant	05/07/2026 03:30PM - 08:30PM	2.00 EA	30.00 HR	300.00
Electrician	TBD	TBD EA	75.00 HR	TBD
Clean Up				
Grounds Attendant	Estimate 20 Hours	20.00 HR	30.00 HR	600.00
Janitorial Attendant	Estimate 10 Hours	10.00 HR	30.00 HR	300.00
Electrician	Estimate 2 Hours	2.00 HR	75.00 HR	150.00

EXHIBIT A

Event Information

Event Sales & Services

Event Coordinator	05/07/2026 03:30PM - 08:30PM	1.00	EA	57.50	HR	287.50
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Parking

Parking Attendant Lead	Estimate 8 Hours	8.00	HR	35.00	HR	280.00
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Parking Attendant	Estimate 16 Hours	16.00	HR	30.00	HR	480.00
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Safety & Security

Security Attendant Lead	05/07/2026 03:30PM - 08:00PM	1.00	EA	35.00	HR	157.50
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Security Attendant	05/07/2026 03:30PM - 08:00PM	3.00	EA	30.00	HR	405.00
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**Security staffing subject to change based on operational needs.*

Technology

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

Emergency Medical Services	05/07/2026 04:00PM - 08:00PM	2.00	EA	35.00	HR	280.00
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State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
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Total: 4,919.50

Summary

Facility Rental Total	\$1,800.00
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Estimated Equipment, Reimbursable Personnel and Services Total	\$6,834.50
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Parking Buyout <i>(Based upon 350 vehicles at \$15.00 each)</i>	\$5,250.00
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Refundable Deposit	\$1,500.00
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Grand Total: \$15,384.50

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$3,846.25
Second Payment	02/06/2026	\$3,846.25
Third Payment	03/06/2026	\$3,846.25
Fourth Payment	04/07/2026	\$3,845.75
Total:		\$15,384.50

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

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>

FOOD VENDORS

All food vendors in Plaza Pacifica must cover the ground surface with a non-flammable tarp.

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, Share Our Selves Corporation must comply with request.**

EXHIBIT A

Event Information

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-067-26**

DATE **January 17, 2026**

REVIEWED _____

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 **Vanguard University** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

January 15 - April 30, 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:

Vanguard University Overflow Parking

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

\$5,600.00

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.

Vanguard University
55 Fair Drive
Costa Mesa, CA 92626

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

By _____ Date: _____
Title: Michael Pearlman, CFO

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

EXHIBIT "A"

Event Name:	Vanguard University Overflow Parking	Contract No:	R-067-26
Contact Person:	Rachel Hull	Phone:	(714) 966-5487
Event Dates:	01/15/2026 - 04/30/2026	Hours:	7:00 AM - 6:00 PM

Projected Attendance: 50 Vehicles Per Day

OCFEC AGREES TO PROVIDE:

- Fifty (50) parking stalls in Parking Lot B or Parking Lot C, Thursdays starting **January 15, 2026 through April 30, 2026.**

RENTER AGREES:

- To provide proof of insurance upon signing this agreement.
- To notify the District (OCFEC) of any accident that takes place during parking lot usage. **The Safety & Security Department can be reached by phone at (714) 708-1588, 24 hours a day, or they can be located at the Safety & Security Office near Gate 5 off Arlington Drive between the hours of 6:00 AM - 12:00 Midnight.**
- That all vehicles will be removed from OCFEC property after each day.
- That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of Rental Agreement and removal from the premises.
- That damage occurring in the parking lot and/or of OCFEC property will be itemized and invoiced. Payment will be due prior to any new Vanguard University activity taking place at the OC Fair & Event Center.
- To limit vehicle speeds to no more than 10 MPH.
- That parking lot usage will be conducted in a safe manner, with consideration of other activities taking place at the OC Fair & Event Center. To ensure safety within and around your event, the District (OCFEC) may, at the expense of the Renter, construct a barrier around the perimeter of the driving portion of the event. Renter will be responsible for all further necessary precautions in and around the event.
- That all Vanguard University students and staff members parking on OCFEC property will be issued a Vanguard Parking Pass.
- That Renter will provide Vanguard University Security to monitor the parking lots to ensure parking pass compliance. Any Vanguard University vehicles parked without a proper parking pass will be cited.
- To pay \$7.00 per parking stall per day; three (3) days in January, four (4) days in February, four (4) days in March and five (5) days in April.

Payment Schedule:

Payment of \$5,600.00 is due upon signing this agreement for the period covering January through April.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

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 and renters while on property during their rental period. 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/rental period. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms).** Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Vanguard University must comply with request.

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-068-26**

REVIEWED _____

DATE **January 23, 2026**

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 **Southwest Traders** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

March 25 - 26, 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:

SWT Product Show

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

\$17,699.50

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

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

**Southwest Traders
27565 Diaz Road
Temecula, CA 92590**

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

By: _____ Date: _____
Title: Rosalinda Orozco, HR Manager

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

EXHIBIT A

Event Information

Event Name:	SWT Product Show	Contract No:	R-068-26
Contact Person:	Rosalinda Orozco	Phone:	(951) 712-0710
Event Date:	03/26/2026	Hours:	9:00 AM - 4:00 PM
Admission Price:	Private Event		
Vehicle Parking Fee:	\$15.00 General Parking	Projected Attendance:	300

Booking Function

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
The Hangar	03/25/2026 07:00 AM - 11:00 PM	Move In	2,050.00
Thursday			
The Hangar	03/26/2026 09:00 AM - 04:00 PM	Event	4,100.00
The Hangar	03/26/2026 05:00 PM - 11:59 PM	Move Out	Included
Total:			6,150.00

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

Move out must be completed by 11:59 PM Thursday - March 26, 2026 to avoid additional charges.

Estimated Equipment Fee

<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
100 Amp Drop	Estimate 4	4.00 EA	180.00 EA	720.00
Barricade (Metal)	TBD	TBD EA	15.00 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	250.00 EVT	250.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Man Lift	TBD	TBD HR	75.00 HR	TBD
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00 EA	TBD
Portable Electronic Message Board	03/26/2026	2.00 EA	75.00 EA/DAY	150.00
Projector (12,000 Lumens)	03/26/2026	1.00 EA	3,000.00 EA/DAY	3,000.00
Projector Screen in Hangar	03/26/2026	1.00 EA	300.00 EA/DAY	300.00
Public Address System (Per Building)	03/26/2026	1.00 EA	75.00 EA/DAY	75.00
Stanchion	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Total:				4,820.00

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 8 Hours	8.00 HR	30.00 HR	240.00
Janitorial Attendant	Estimate 6 Hours	6.00 HR	30.00 HR	180.00
Electrician	Estimate 1 Hour	1.00 HR	75.00 HR	75.00
Event Day				
Grounds Attendant Lead	03/26/2026 08:00AM - 05:00PM	1.00 EA	35.00 HR	315.00
Grounds Attendant	03/26/2026 08:00AM - 05:00PM	1.00 EA	30.00 HR	270.00
Janitorial Attendant	03/26/2026 08:00AM - 05:00PM	2.00 EA	30.00 HR	540.00
Electrician	TBD	TBD EA	75.00 HR	TBD

EXHIBIT A

Event Information

Clean Up

Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	35.00	HR	140.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Janitorial Attendant	Estimate 6 Hours	6.00	HR	30.00	HR	180.00
Electrician	Estimate 1 Hour	1.00	HR	75.00	HR	75.00

Event Sales & Services

Event Coordinator	03/26/2026 08:00AM - 05:00PM	1.00	EA	57.50	HR	517.50
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Parking

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

Safety & Security

Security Attendant Lead	03/26/2026 08:00AM - 04:30PM	1.00	EA	35.00	HR	297.50
Security Attendant	03/26/2026 08:00AM - 04:30PM	3.00	EA	30.00	HR	765.00

Technology

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

State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
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Total: 5,229.50

Summary

Facility Rental Total	\$6,150.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$10,049.50
Refundable Deposit	\$1,500.00

Grand Total: \$17,699.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment (25% Facility Fee)	<i>Upon Signing</i>	\$1,537.50
Second Payment	02/25/2026	\$16,162.00
	Total:	\$17,699.50

Please Remit Payment by *Check or Credit Card Only (Convenience Fee may apply)*

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.

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Event Information

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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.

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OAK VIEW GROUP dba OVG HOSPITALITY

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

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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, Southwest Traders must comply with request.**

EXHIBIT A

Event Information

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-069-26**

REVIEWED _____

DATE **February 5, 2026**

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 **Orange County Wine Society** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

March 22, 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:

OCWS - Spring Membership Event

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

\$2,100.00

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.

Orange County Wine Society
P.O. Box 11059
Costa Mesa, CA 92627

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

By: _____ Date: _____
Title: Fran Gitsham, Vice President

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

EXHIBIT A

Event Information

Event Name:	OCWS Meeting	Contract No:	R-069-26
Contact Person:	Fran Gitsham	Phone:	(714) 287-9663
Event Date:	03/22/2026	Hours:	3:00 PM - 7:00 PM
Admission Price:	Private Event		
Vehicle Parking Fee:	No Charge OCWS Members	Projected Attendance:	130

Booking Function

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Sunday			
Baja Grill	03/22/2026 03:00 PM - 07:00 PM	Event	1,200.00
Total:			1,200.00

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

Move out must be completed by 11:59 PM Sunday - March 22, 2026 to avoid additional charges.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 1	1.00 EA	20.00 EA	20.00
Podium	TBD	TBD EA	25.00 EA	TBD
Public Address System (Per Building)	TBD	TBD EA	75.00 EA/DAY	TBD
Total:				20.00

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 2 Hours	2.00 HR	35.00 HR	70.00
Grounds Attendant	Estimate 2 Hours	2.00 HR	30.00 HR	60.00
Event Day				
Grounds Attendant	03/22/2026 Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Janitorial Attendant	03/22/2026 Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Clean Up				
Grounds Attendant Lead	Estimate 2 Hours	2.00 HR	35.00 HR	70.00
Grounds Attendant	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
<u>Technology</u>				
Technology Attendant	TBD (Audio Configuration)	TBD EA	100.00 EVT	TBD
Total:				680.00

Summary

Facility Rental Total	\$1,200.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$700.00
Refundable Deposit	\$200.00
Grand Total:	\$2,100.00

EXHIBIT A

Event Information

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$1,050.00
Second Payment	02/23/2026	\$1,050.00
	Total:	\$2,100.00

Please Remit Payment by *Check or Credit Card Only (Convenience Fee may apply)*

****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.

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.**

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, Orange County Wine Society must comply with request.**

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-070-26**

REVIEWED _____

DATE **January 14, 2026**

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 **Shaw & Sons, Inc** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

February 20, 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:

Shaw & Sons 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:

\$5,502.50

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

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

Shaw & Sons, Inc
829 West 17th Street
Costa Mesa, CA 92627

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

By: _____ Date: _____
**Title: Christina Palpal-Iatoc, Design and
 Preconstruction Manager**

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

EXHIBIT A

Event Information

Event Name:	Shaw & Sons Holiday Party	Contract No:	R-070-26
Contact Person:	Christina Palpal-Iatoc	Phone:	(949) 933-3531
Event Date:	02/20/2026	Hours:	12:00 PM - 5:00 PM
Admission Price:	Private Event		
Vehicle Parking Fee:	Parking Buyout (See Summary)	Projected Attendance:	100

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Baja Grill	02/20/2026 08:00 AM - 12:00 PM	Move In	No Charge
Baja Grill	02/20/2026 12:00 PM - 05:00 PM	Event	1,200.00
Baja Grill Grass	02/20/2026 12:00 PM - 05:00 PM	Event	650.00
Total:			1,850.00

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

Move out must be completed by 11:59 PM Friday - February 20, 2026 to avoid additional charges.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 2	2.00 EA	20.00 EA	40.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage	Estimate Only	1.00 EA	250.00 EVT	250.00
Portable Electronic Message Board	02/20/2026	2.00 EA	75.00 EA/DAY	150.00
Sweeper (In-House)	TBD	TBD HR	75.00 HR	TBD
Total:				440.00

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 12 Hours	12.00 HR	30.00 HR	360.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
<u>Event Sales & Services</u>				
Event Coordinator	02/20/2026 11:00AM - 06:00PM	1.00 EA	57.50 HR	402.50
<u>Safety & Security</u>				
Security Attendant	02/20/2026 11:00AM - 05:30PM	2.00 EA	30.00 HR	390.00
<u>Insurance</u>				
S.E.L.I. Insurance	02/20/2026	1.00 EA	70.00 EA/DAY	70.00
<i>(Includes coverage for Move In/ Move Out period listed on Rental Agreement)</i>				
Total:				1,462.50

Summary

Facility Rental Total	\$1,850.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$1,902.50
Parking Buyout <i>(Based upon 50 vehicles at \$15.00 per vehicle)</i>	\$750.00
Refundable Deposit	\$1,000.00
Grand Total:	
	\$5,502.50

EXHIBIT A

Event Information

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$5,502.50
	Total:	\$5,502.50

Please Remit Payment by *Check or Credit Card Only (Convenience Fee may apply)*

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

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, Shaw & Sons, Inc must comply with request.**

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-074-26**

REVIEWED _____

DATE **January 20, 2026**

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 **Precision Dynamics Int'l, 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 9 - 12, 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:

Nissan/Infiniti Field Ride & Drive

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

\$17,784.50

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

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

Precision Dynamics Int’l, LLC
119 Seaboard Lane, Suite 414
Franklin, TN 37067

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

By: _____ Date: _____
Title: Kevin Long, President

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

EXHIBIT A

Event Information

Event Name:	Nissan/Infiniti Field Ride & Drive	Contract No:	R-074-26
Contact Person:	Kevin Long	Phone:	(615) 495-6479
Event Date:	02/10/2026 - 02/12/2026	Hours:	Tuesday - Wednesday: 9:00 AM - 4:00 PM Thursday: 9:00 AM - 1:00 PM
Admission Price:	Private Event		
Vehicle Parking Fee:	Parking Buyout (See Summary)	Projected Attendance:	96

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Monday			
Parking Lot I	02/09/2026 09:00 AM - 04:00 PM	Move In	1,150.00
Tuesday			
Parking Lot I	02/10/2026 09:00 AM - 04:00 PM	Event	2,300.00
Wednesday			
Parking Lot I	02/11/2026 09:00 AM - 04:00 PM	Event	2,300.00
Thursday			
Parking Lot I	02/12/2026 09:00 AM - 01:00 PM	Event	2,300.00
Total:			8,050.00

Hosting of this event in the above specified space, Parking Lot I, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also 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 4:00 PM Thursday - February 12, 2026 to avoid additional charges.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
10 MB Internet - Hard Line	TBD	TBD EA	150.00 EA/DAY	TBD
100 Amp Drop	TBD	TBD EA	180.00 EA	TBD
Chair (Individual)	Estimate 35	35.00 EA	2.50 EA	87.50
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	500.00 EVT	500.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Man Lift	TBD	TBD HR	75.00 HR	TBD
Portable Electronic Message Board	02/10/2026 - 02/12/2026	2.00 EA	75.00 EA/DAY	450.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Wireless Internet Router	TBD	TBD EA	75.00 EA	TBD
Total:				1,362.50

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 8 Hours	8.00 HR	30.00 HR	240.00
Janitorial Attendant	TBD	TBD HR	30.00 HR	TBD
Electrician	Estimate 1 Hour	1.00 HR	75.00 HR	75.00
Event Day				
Grounds Attendant	02/10/2026 Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Janitorial Attendant	TBD	TBD HR	30.00 HR	TBD
Grounds Attendant	02/11/2026 Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Janitorial Attendant	TBD	TBD HR	30.00 HR	TBD

EXHIBIT A

Event Information						
Grounds Attendant	02/12/2026 Estimate 6 Hours	6.00	HR	30.00	HR	180.00
Janitorial Attendant	TBD	TBD	HR	30.00	HR	TBD
Clean Up						
Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	35.00	HR	140.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Janitorial Attendant	TBD	TBD	HR	30.00	HR	TBD
Electrician	Estimate 1 Hour	1.00	HR	75.00	HR	75.00
Event Sales & Services						
Event Coordinator	02/10/2026 Estimate 4 Hours	4.00	HR	57.50	HR	230.00
Event Coordinator	02/11/2026 Estimate 4 Hours	4.00	HR	57.50	HR	230.00
Event Coordinator	02/12/2026 Estimate 4 Hours	4.00	HR	57.50	HR	230.00
Parking						
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
Safety & Security						
Security Attendant - Overnight	02/09/2026 04:00PM - 07:00AM	1.00	EA	30.00	HR	450.00
Security Attendant Lead	02/10/2026 08:00AM - 04:30PM	1.00	EA	35.00	HR	297.50
Security Attendant - Overnight	02/10/2026 04:30PM - 07:00AM	1.00	EA	30.00	HR	435.00
Security Attendant Lead	02/11/2026 08:00AM - 04:30PM	1.00	EA	35.00	HR	297.50
Security Attendant - Overnight	02/11/2026 04:30PM - 07:00AM	1.00	EA	30.00	HR	435.00
Security Attendant Lead	02/12/2026 08:00AM - 01:30PM	1.00	EA	35.00	HR	192.50
Outside Services						
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
					Total:	5,522.00
Summary						
Facility Rental Total						\$8,050.00
Estimated Equipment, Reimbursable Personnel and Services Total						\$6,884.50
Parking Buyout (<i>Based upon 30 vehicles each day at \$15.00 per vehicle</i>)						\$1,350.00
Refundable Deposit						\$1,500.00
					Grand Total:	\$17,784.50
Payment Schedule						
Payment Schedule		Due Date		Amount		
First Payment		Upon Signing		\$17,784.50		
					Total:	\$17,784.50

Please Remit Payment by *Check or Credit Card Only (Convenience Fee may apply)*

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.

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

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.

RENTER AGREES

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

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

To limit speeds to 40 MPH.

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

EXHIBIT A

Event Information

RESTROOMS

Renter agrees to provide their own restrooms for use by Precision Dynamics Int'l, LLC employees and guests during rental period in the OCFEC parking lot. 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.

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, Precision Dynamics Int'l, LLC must comply with request.**

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-076-26**

REVIEWED _____

DATE **February 4, 2026**

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 **College Board** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

February 25, 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:

OC Pathways Employer Engagement

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

\$4,460.00

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

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

College Board
225 Liberty Street
New York, NY 10281

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

By: _____ Date: _____
Title: Ginger Garner, CMP, Director,
SDP Partnerships, State and
District Partnerships

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

EXHIBIT A

Event Information

Event Name:	OC Pathways Employer Engagement	Contract No:	R-076-26
Contact Person:	Brandi Augenstein	Phone:	(714) 415-8029
Event Date:	02/25/2026	Hours:	2:00 PM - 4:00 PM
Admission Price:	Private Event		
Vehicle Parking Fee:	Parking Buyout (See Summary)	Projected Attendance:	50

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
Baja Grill	02/25/2026 08:00 AM - 02:00 PM	Move In	Included
Baja Grill	02/25/2026 02:00 PM - 04:00 PM	Event	1,200.00
Total:			1,200.00

Hosting of this event in the above specified space, Baja Grill, 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 Wednesday - February 25, 2026 to avoid additional charges.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 2	2.00 EA	20.00 EA	40.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage	Estimate Only	1.00 EA	250.00 EVT	250.00
Portable Electronic Message Board	02/25/2026	2.00 EA	75.00 EA/DAY	150.00
Portable PA System (w/ Wired Mic, Stand and 2 Speakers)	02/25/2026	1.00 EA	150.00 EA/DAY	150.00
Sweeper (In-House)	Estimate 1 Hour	1.00 HR	75.00 HR	75.00
Total:				665.00

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 Day / Clean Up				
Grounds Attendant	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Janitorial Attendant	Estimate 6 Hours	6.00 HR	30.00 HR	180.00
<u>Event Sales & Services</u>				
Event Coordinator	02/25/2026 01:00PM - 05:00PM	1.00 EA	57.50 HR	230.00
<u>Safety & Security</u>				
Security Attendant	02/25/2026 01:00PM - 05:00PM	1.00 EA	30.00 HR	120.00
<u>Insurance</u>				
S.E.L.I. Insurance	02/25/2026	1.00 EA	70.00 EA/DAY	70.00
Total:				720.00

Summary

Facility Rental Total	\$1,200.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$1,385.00
Parking Buyout <i>(Based upon 25 vehicles at \$15.00 per vehicle)</i>	\$375.00
Refundable Deposit	\$1,500.00
Grand Total:	\$4,460.00

EXHIBIT A

Event Information

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$4,460.00
	Total:	\$4,460.00

Please Remit Payment by *Check or Credit Card Only (Convenience Fee may apply)*

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****

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COVID GUIDELINES

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EVENT PROGRAM POLICIES AND PROCEDURES

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OAK VIEW GROUP dba OVG HOSPITALITY

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

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Event Information

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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, College Board must comply with request.**

STATE FIRE MARSHAL

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



R_____

A_____

**AMENDMENT TO WINTER FEST OC
(NOVEMBER 2025 - JANUARY 2026)**

DATE: January 22, 2026

RENTAL AGREEMENT: R-106-25

AMENDMENT #2

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

SUBTRACTION TO EXHIBIT A: FACILITY RENTAL FEES

<u>Facility and/or Area Fees</u>	<u>Date Time</u>	<u>Activity</u>	<u>Actual</u>
Monday - Sunday			
Parking Lot A (North)	01/05/2026 - 01/11/2026	Move Out	(8,050.00)
Monday - Wednesday			
Parking Lot A (North)	01/12/2026 - 01/14/2026	Move Out	(No Charge)
Total:			(8,050.00)

ADDITION TO EXHIBIT A: FACILITY RENTAL FEES

<u>Facility and/or Area Fees</u>	<u>Date Time</u>	<u>Activity</u>	<u>Actual</u>
Monday			
Parking Lot A (North)	01/05/2026 07:00 AM - 11:59 PM	Dark Day	1,150.00
Tuesday			
Parking Lot A (North)	01/06/2026 07:00 AM - 11:59 PM	Dark Day	1,150.00
Wednesday			
Parking Lot A (North)	01/07/2026 07:00 AM - 11:59 PM	Dark Day	1,150.00
Thursday			
Parking Lot A (North)	01/08/2026 05:00 PM - 10:00 PM	Event	2,300.00
Friday			
Parking Lot A (North)	01/09/2026 05:00 PM - 10:00 PM	Event	2,300.00
Saturday			
Parking Lot A (North)	01/10/2026 04:00 PM - 11:00 PM	Event	2,300.00
Sunday			
Parking Lot A (North)	01/11/2026 04:00 PM - 10:00 PM	Event	2,300.00
Monday - Thursday			
Parking Lot A (North)	01/12/2026 - 01/15/2026	Move Out	4,600.00





Friday - Sunday

Parking Lot A (North) 01/16/2026 - 01/18/2026 Move Out No Charge

Total: 17,250.00

- Move out must be completed by 11:59 PM on Sunday - January 18, 2026 to avoid additional charges.

ADDITION TO EXHIBIT A: ESTIMATED EQUIPMENT FEES

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Handwashing Station	Estimate 2	2.00 EA	100.00 EA/WK	200.00
Portable Electronic Message Board	01/08/2026 - 01/11/2026	1.00 EA	75.00 EA/DAY	300.00
Portable Restroom Unit	Estimate 3	3.00 EA	250.00 EA/WK	750.00
Total:				1,250.00

ADDITION TO EXHIBIT A: REIMBURSABLE PERSONNEL AND SERVICES FEES

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
<u>Event Day</u>				
Grounds Attendant Lead	01/08/2026 04:00 PM - 11:00 PM	1.00 EA	35.00 HR	245.00
Grounds Attendant	01/08/2026 04:00 PM - 11:00 PM	2.00 EA	30.00 HR	420.00
Janitorial Attendant Lead	01/08/2026 04:00 PM - 11:00 PM	1.00 EA	35.00 HR	245.00
Janitorial Attendant	01/08/2026 04:00 PM - 11:00 PM	8.00 EA	30.00 HR	1,680.00
Electrician	01/08/2026 04:00 PM - 11:00 PM	1.00 EA	75.00 HR	525.00
Grounds Attendant Lead	01/09/2026 04:00 PM - 11:00 PM	1.00 EA	35.00 HR	245.00
Grounds Attendant	01/09/2026 04:00 PM - 11:00 PM	2.00 EA	30.00 HR	420.00
Janitorial Attendant Lead	01/09/2026 04:00 PM - 11:00 PM	1.00 EA	35.00 HR	245.00
Janitorial Attendant	01/09/2026 04:00 PM - 11:00 PM	8.00 EA	30.00 HR	1,680.00
Electrician	01/09/2026 04:00 PM - 11:00 PM	1.00 EA	75.00 HR	525.00
Grounds Attendant Lead	01/10/2026 03:00 PM - 12:00 AM	1.00 EA	35.00 HR	315.00
Grounds Attendant	01/10/2026 03:00 PM - 12:00 AM	2.00 EA	30.00 HR	540.00
Janitorial Attendant Lead	01/10/2026 03:00 PM - 12:00 AM	1.00 EA	35.00 HR	315.00
Janitorial Attendant	01/10/2026 03:00 PM - 12:00 AM	8.00 EA	30.00 HR	2,160.00
Electrician	01/10/2026 03:00 PM - 12:00 AM	1.00 EA	75.00 HR	675.00
Grounds Attendant Lead	01/11/2026 03:00 PM - 11:00 PM	1.00 EA	35.00 HR	280.00
Grounds Attendant	01/11/2026 03:00 PM - 11:00 PM	2.00 EA	30.00 HR	480.00
Janitorial Attendant Lead	01/11/2026 03:00 PM - 11:00 PM	1.00 EA	35.00 HR	280.00
Janitorial Attendant	01/11/2026 03:00 PM - 11:00 PM	8.00 EA	30.00 HR	1,920.00
Electrician	01/11/2026 03:00 PM - 11:00 PM	1.00 EA	75.00 HR	600.00
<u>Event Sales & Services</u>				
<u>Event Day</u>				
Event Coordinator	01/08/2026 04:00 PM - 11:00 PM	1.00 EA	57.50 HR	402.50
Event Coordinator	01/09/2026 04:00 PM - 11:00 PM	1.00 EA	57.50 HR	402.50
Event Coordinator	01/10/2026 03:00 PM - 12:00 AM	1.00 EA	57.50 HR	517.50
Event Coordinator	01/11/2026 03:00 PM - 11:00 PM	1.00 EA	57.50 HR	460.00





Safety & Security

Event Day

Security Attendant Lead	01/08/2026 04:00 PM - 10:30 PM	1.00 EA	35.00 HR	227.50
Security Attendant Lead	01/09/2026 04:00 PM - 10:30 PM	1.00 EA	35.00 HR	227.50
Security Attendant Lead	01/10/2026 03:00 PM - 11:30 PM	1.00 EA	35.00 HR	297.50
Security Attendant Lead	01/11/2026 03:00 PM - 10:30 PM	1.00 EA	35.00 HR	262.50

Total: 16,592.50

Summary

Rental Agreement Facility Fee Total	\$111,750.00
Amendment #1 Facility Fee Total	\$432.00
Amendment #2 Facility Fee Total	\$121,382.00
Rental Agreement Estimated Equipment, Reimbursable Personnel and Services Total	\$217,292.13
Amendment #1 Rental Agreement Estimated Equipment, Reimbursable Personnel and Services Total	\$0.00
Amendment #2 Estimated Equipment, Reimbursable Personnel and Services Total	\$235,134.63
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
Amendment #2 Grand Total:	\$391,746.63

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	PAID	\$364,704.13
Second Payment	<i>Upon Signing</i>	\$27,042.50
Payment Total:		\$391,746.63

**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



REVIEWED TD

DATE 1/27/2026

FAIRTIME

APPROVED AM

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 **All About Horses OC, 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:

January 1 – December 31, 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 and W

- | | |
|--|---|
| <input type="checkbox"/> <u> </u> Box Stall (12' x 12') | <input type="checkbox"/> <u> </u> Locker (Association Owned) |
| <input type="checkbox"/> <u> </u> Double Box Stall (12' x 24') | <input type="checkbox"/> <u> </u> Storage (Non-Association Owned) |
| <input type="checkbox"/> <u> </u> Tack Room | <input checked="" type="checkbox"/> <u> 1 </u> Misc. <u>Facility Use Fee - Instructor for</u> |
| <input checked="" type="checkbox"/> <u> 1 </u> Horse Trailer Parking | <u>Caston Herrick's horses only</u> |

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

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

Horse Instructor and Horse Trailer Parking

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

SEE RATE SHEET (Exhibit W)

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

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

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

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

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

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

All About Horses OC, LLC
Ashley Danielsen

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

By: _____ Date: _____
Title: Ashley Danielsen, Renter

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

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to use rental space 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.
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.
5. Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
6. 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. 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.
7. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
8. 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.
9. 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.
10. No Renter will be permitted to sell, use 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.
11. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
12. 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.

13. 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.

14. “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).”

15. 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.

16. 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 and/or code to lock to the Premises and may enter at any time.

17. 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.

18. 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.

19. The Association 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 Association property at any time without the express consent of the Association 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 Association property, and/or a response from applicable law enforcement authority.

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

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, The Ranch Community Center, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens

EXHIBIT "A"

DATE(S) OF LICENSE: January 1, 2026 and ending December 31, 2026

LOCATION(S): The Ranch Community Center at the OC Fair & Event Center (hereinafter call the Association) – 905 Arlington Drive, Costa Mesa, CA 92626, Gate 9

RENTER AGREES:

1. That the term of this Agreement is from January 1, 2026 and ending December 31, 2026.
2. Renter is not a tenant or lessee and holds no rights of tenancy or leasehold in relation to the property.
3. Renter rents from Association, and Association agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at Association 's customary rates and charges. Association 's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. Association reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at Association's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice.
4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.
5. Payment
 - a. Monthly boarding fees for each horse boarded, including box stall(s), feed, tack room(s), locker(s), non-Association owned storage container(s), and/or horse trailer parking, shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges. Checks should be made payable to the "OC Fair & Event Center".
 - b. Payment options are credit card, check, and/or cash.
 - c. Late Fees: All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of \$3.00 per day will accrue beginning the 8th day of the month. Late fees may compound.
 - d. Notice to Vacate: A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the Association, and no horse or trailer shall leave until all charges are paid in full. There will be no exceptions to this payment policy without prior arrangements with Association management. If less than two weeks' notice is provided, owners will be charged for the full two weeks.
6. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by Renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the Renter.

7. Due to office/facility space limitations, Association will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.
8. Renter agrees to abide by COVID related health directives, if any, in place during the contract period
9. For any emergency where medical attention is needed, please call Association Security at 714-708-1588.
10. Security deposit requirements are as follows: Box Stalls, Tack Rooms, and Lockers - Equal to 50% of one (1) month's rent (based off current rates). Schedule a pre-move in inspection with TRCC office.
 - a. The security deposit may be used for outstanding bills and the purpose of repairing damage for which the Renter is responsible (beyond normal wear and tear), etc. The Renter shall conduct a pre-moveout inspection of the stall(s) BEFORE moving out at which time management shall inform the Renter of needed repairs in writing. The Renter shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the Renter with an itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.
 - b. Security Deposit Refund Process: Security deposit refunds can take up to 30 days to process. Once the horse(s) have been moved out, the stall, tack room or locker will be inspected and locked the following day. Please remember to remove all personal items from the stall, tack room or locker unless otherwise agreed (e.g., stall gate, fan, toys, water buckets, tack, equipment, etc.). If any items are left behind that were not agreed upon, they will be disposed of, or become property of Association.

11. Possessory Lien

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

12. General Rules and Regulations

- a. Association facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or

other outside service provider. Association reserves the right to refuse admittance of Renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the Association premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at Association's discretion, result in the immediate expulsion of the Renters' affiliates, including any employees, assistants, agents, family members and guests. When Renter and any affiliates, including any employees, assistants, agents, family members and guests enters the Association grounds, Renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on Association grounds.

- b. All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of Association property or Renter's property, vandalism, abuse of animals, physical or verbal abuse of other Renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at Association's discretion, in immediate expulsion. In such event, Renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. Association and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

13. 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.

ASSOCIATION AGREES:

1. To provide center office hours which will be as follows: Monday through Friday, from 8:30 a.m. to 4:30 p.m., Saturdays from 8:30 a.m. to 12:30 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and The Ranch Community Center needs.
2. To provide facility access generally allowed between 6:30 a.m. and 9:30 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on The Ranch Community Center needs; and notification of such will be communicated to Renters. All outside arena lights will be turned off at 9:30 p.m. For after hour emergencies, please call Association Security at 714-708-1588.
3. To provide entry to The Ranch Community Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.
4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.
5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning, daily Arena Maintenance, and general Ranch Community Center facility maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify Association management and make appropriate arrangements for any adjustment in feeding.

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 contractor of any further payments, obligations, and/or performances required in the terms of the contract.

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

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

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

SCTC, F-31 (revised 10/01)

7. Governing Law

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

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

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

Current State Employees (PCC 10410):

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

Former State Employees (PCC 10411):

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

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

9. Contractor Name Change

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

10. Air or Water Pollution Violation (WC 13301)

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

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

EXHIBIT E

NOISE ORDINANCE:

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

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

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

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

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

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

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 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 W

Boarding Fee Stall Base Rates

12' x 12' Single Box Stall	\$979 Monthly
12' x 24' Double Box Stall	\$1,558 Monthly
Tack Room	\$433 Monthly
Horse Trailer Parking	\$167 Monthly

Facility Use Fee**

\$400 Monthly

**Applies to any boarder offering paid equine programs.

Feed Prices per 1 portion (feed prices based on market rates)(See examples below)

Alfalfa	\$76 Portion/Monthly
Orchard	\$91 Portion/Monthly
Timothy	\$88 Portion/Monthly
Cubes	\$50 Portion/Monthly

Example charges:

Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.
\$979 + \$76 + \$76 + \$76 = \$1,207 (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.
\$979 + \$88 + \$88 + \$50 = \$1,205 (3 portions of feed per month)

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

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

Lockers (OCFEC owned)

Locker	\$53 Monthly
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*Locker availability is limited.

Storage Containers** (Non-OCFEC owned)

Storage, Small (1 to 7.5 square feet)	\$28 Monthly
Storage, Medium (8 to 19.5 square feet)	\$55 Monthly
Storage, Large (20 to 25 square feet)	\$83 Monthly

**Storage containers not included in fee and space availability is limited. Applies to privately owned storage containers placed in an area other than in front of your rental stall. OCFEC does not supply additional storage containers. Containers must be approved by OCFEC prior to placement. Any additional equipment not housed in a tack room/storage, OCFEC-owned locker, and/or privately owned storage container, are subject to fees.

Required Security Deposit - equal to 50% of one month's rent on any box stall, tack room and locker.

Miscellaneous

Bag of Shavings	\$12 Per Bag
Other special requests (Labor only)	\$50 Per Hour
Non-compliance Fee*	\$25 - 100 As needed

*For example - unapproved overnight parking or parking in barn aisles - 1st offense-\$25, 2nd offense-\$50, etc.; or having dog on property, excessive plants, etc.

RELEASE AND WAIVER OF LIABILITY AGREEMENT FOR EQUESTRIAN ACTIVITIES

I _____ (“Participant”), acknowledge that I have voluntarily applied to participate in the following activities at OC Fair & Event Center - 32nd DAA (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 (Participant) verify this statement by placing my initials here: _____

Parent or Guardian’s initials of participant (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.

Participant Name (Print)

Participant Signature

Date

Address: _____

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

Parent or Guardian Name (Print)

Parent or Guardian Signature

Date

Equestrian Activity with:

Trainer/Barn: Citrus Hill Farms Zequestrian Walk Intuit
 Walk-in Horse Show Other: _____



R C.G. 1/22/26

A _____

**AMENDMENT TO WINTER FEST OC
(NOVEMBER 2025 - JANUARY 2026)**

DATE: January 22, 2026

RENTAL AGREEMENT: R-106-25

AMENDMENT #2

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

SUBTRACTION TO EXHIBIT A: FACILITY RENTAL FEES

<u>Facility and/or Area Fees</u>	<u>Date Time</u>	<u>Activity</u>	<u>Actual</u>
Monday - Sunday			
Parking Lot A (North)	01/05/2026 - 01/11/2026	Move Out	(8,050.00)
Monday - Wednesday			
Parking Lot A (North)	01/12/2026 - 01/14/2026	Move Out	(No Charge)
Total:			(8,050.00)

ADDITION TO EXHIBIT A: FACILITY RENTAL FEES

<u>Facility and/or Area Fees</u>	<u>Date Time</u>	<u>Activity</u>	<u>Actual</u>
Monday			
Parking Lot A (North)	01/05/2026 07:00 AM - 11:59 PM	Dark Day	1,150.00
Tuesday			
Parking Lot A (North)	01/06/2026 07:00 AM - 11:59 PM	Dark Day	1,150.00
Wednesday			
Parking Lot A (North)	01/07/2026 07:00 AM - 11:59 PM	Dark Day	1,150.00
Thursday			
Parking Lot A (North)	01/08/2026 05:00 PM - 10:00 PM	Event	2,300.00
Friday			
Parking Lot A (North)	01/09/2026 05:00 PM - 10:00 PM	Event	2,300.00
Saturday			
Parking Lot A (North)	01/10/2026 04:00 PM - 11:00 PM	Event	2,300.00
Sunday			
Parking Lot A (North)	01/11/2026 04:00 PM - 10:00 PM	Event	2,300.00
Monday - Thursday			
Parking Lot A (North)	01/12/2026 - 01/15/2026	Move Out	4,600.00





Friday - Sunday

Parking Lot A (North) 01/16/2026 - 01/18/2026 Move Out No Charge

Total: 17,250.00

- Move out must be completed by 11:59 PM on Sunday - January 18, 2026 to avoid additional charges.

ADDITION TO EXHIBIT A: ESTIMATED EQUIPMENT FEES

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Handwashing Station	Estimate 2	2.00 EA	100.00 EA/WK	200.00
Portable Electronic Message Board	01/08/2026 - 01/11/2026	1.00 EA	75.00 EA/DAY	300.00
Portable Restroom Unit	Estimate 3	3.00 EA	250.00 EA/WK	750.00
Total:				1,250.00

ADDITION TO EXHIBIT A: REIMBURSABLE PERSONNEL AND SERVICES FEES

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Event Day				
Grounds Attendant Lead	01/08/2026 04:00 PM - 11:00 PM	1.00 EA	35.00 HR	245.00
Grounds Attendant	01/08/2026 04:00 PM - 11:00 PM	2.00 EA	30.00 HR	420.00
Janitorial Attendant Lead	01/08/2026 04:00 PM - 11:00 PM	1.00 EA	35.00 HR	245.00
Janitorial Attendant	01/08/2026 04:00 PM - 11:00 PM	8.00 EA	30.00 HR	1,680.00
Electrician	01/08/2026 04:00 PM - 11:00 PM	1.00 EA	75.00 HR	525.00
Grounds Attendant Lead	01/09/2026 04:00 PM - 11:00 PM	1.00 EA	35.00 HR	245.00
Grounds Attendant	01/09/2026 04:00 PM - 11:00 PM	2.00 EA	30.00 HR	420.00
Janitorial Attendant Lead	01/09/2026 04:00 PM - 11:00 PM	1.00 EA	35.00 HR	245.00
Janitorial Attendant	01/09/2026 04:00 PM - 11:00 PM	8.00 EA	30.00 HR	1,680.00
Electrician	01/09/2026 04:00 PM - 11:00 PM	1.00 EA	75.00 HR	525.00
Grounds Attendant Lead	01/10/2026 03:00 PM - 12:00 AM	1.00 EA	35.00 HR	315.00
Grounds Attendant	01/10/2026 03:00 PM - 12:00 AM	2.00 EA	30.00 HR	540.00
Janitorial Attendant Lead	01/10/2026 03:00 PM - 12:00 AM	1.00 EA	35.00 HR	315.00
Janitorial Attendant	01/10/2026 03:00 PM - 12:00 AM	8.00 EA	30.00 HR	2,160.00
Electrician	01/10/2026 03:00 PM - 12:00 AM	1.00 EA	75.00 HR	675.00
Grounds Attendant Lead	01/11/2026 03:00 PM - 11:00 PM	1.00 EA	35.00 HR	280.00
Grounds Attendant	01/11/2026 03:00 PM - 11:00 PM	2.00 EA	30.00 HR	480.00
Janitorial Attendant Lead	01/11/2026 03:00 PM - 11:00 PM	1.00 EA	35.00 HR	280.00
Janitorial Attendant	01/11/2026 03:00 PM - 11:00 PM	8.00 EA	30.00 HR	1,920.00
Electrician	01/11/2026 03:00 PM - 11:00 PM	1.00 EA	75.00 HR	600.00
Event Sales & Services				
Event Day				
Event Coordinator	01/08/2026 04:00 PM - 11:00 PM	1.00 EA	57.50 HR	402.50
Event Coordinator	01/09/2026 04:00 PM - 11:00 PM	1.00 EA	57.50 HR	402.50
Event Coordinator	01/10/2026 03:00 PM - 12:00 AM	1.00 EA	57.50 HR	517.50
Event Coordinator	01/11/2026 03:00 PM - 11:00 PM	1.00 EA	57.50 HR	460.00





Safety & Security

Event Day

Security Attendant Lead	01/08/2026 04:00 PM - 10:30 PM	1.00 EA	35.00 HR	227.50
Security Attendant Lead	01/09/2026 04:00 PM - 10:30 PM	1.00 EA	35.00 HR	227.50
Security Attendant Lead	01/10/2026 03:00 PM - 11:30 PM	1.00 EA	35.00 HR	297.50
Security Attendant Lead	01/11/2026 03:00 PM - 10:30 PM	1.00 EA	35.00 HR	262.50

Total: 16,592.50

Summary

Rental Agreement Facility Fee Total	\$111,750.00
Amendment #1 Facility Fee Total	\$432.00
Amendment #2 Facility Fee Total	\$121,382.00
Rental Agreement Estimated Equipment, Reimbursable Personnel and Services Total	\$217,292.13
Amendment #1 Rental Agreement Estimated Equipment, Reimbursable Personnel and Services Total	\$0.00
Amendment #2 Estimated Equipment, Reimbursable Personnel and Services Total	\$235,134.63
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
Amendment #2 Grand Total:	\$391,746.63

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	PAID	\$364,704.13
Second Payment	<i>Upon Signing</i>	\$27,042.50
Payment Total:		\$391,746.63

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



FORM F-31

AGREEMENT NO. **R-023-26 REVISED 2**

DATE **January 14, 2026**

REVIEWED _____

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 **Orange County Department of Education** 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 24 - 26, 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:

OC Pathways Showcase

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

\$28,467.00

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

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

Orange County Department of Education
200 Kalmus Drive
Costa Mesa, CA 92626

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

By: _____ Date: _____
Title: **Julie Arias, Project Manager**

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

EXHIBIT A

Event Information

Event Name:	OC Pathways Showcase	Contract No:	R-023-26 REVISED 2
Contact Person:	Julie Arias	Phone:	(714) 916-8628
Event Date:	02/25/2026	Hours:	4:00 PM - 7:00 PM
Admission Price:	Private Event		
Vehicle Parking Fee:	Parking Buyout (See Terms)	Projected Attendance:	500

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Tuesday			
Courtyard	02/24/2026 08:00 AM - 09:00 PM	Move In	550.00
Huntington Beach Building (#12)	02/24/2026 01:00 PM - 09:00 PM	Move In	1,950.00
¼ Main Mall	02/24/2026 08:00 AM - 09:00 PM	Move In	250.00
Santa Ana Pavilion (Parade of Products)	02/24/2026 01:00 PM - 09:00 PM	Move In	1,250.00
Wednesday			
Courtyard	02/25/2026 04:00 PM - 07:00 PM	Event	1,100.00
Huntington Beach Building (#12)	02/25/2026 04:00 PM - 07:00 PM	Event	3,900.00
¼ Main Mall	02/25/2026 04:00 PM - 07:00 PM	Event	500.00
Santa Ana Pavilion (Parade of Products)	02/25/2026 04:00 PM - 07:00 PM	Event	2,500.00
Thursday			
Courtyard	02/26/2026 06:00 AM - 11:59 AM	Move Out	No Charge
Huntington Beach Building (#12)	02/26/2026 06:00 AM - 11:59 AM	Move Out	No Charge
¼ Main Mall	02/26/2026 06:00 AM - 11:59 AM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	02/26/2026 06:00 AM - 11:59 AM	Move Out	No Charge
Total:			12,000.00

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

Move out must be completed by 11:59 AM Thursday - February 26, 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	15.00 EA	TBD
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 14	14.00 EA	20.00 EA	280.00
Electrical Splitter Box	Estimate 5	5.00 EA	55.00 EA	275.00
Electrical Usage Rate	Estimate Only	1.00 EA	675.00 EVT	675.00
Forklift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Man Lift	Estimate 16 Hours	16.00 HR	75.00 HR	1,200.00
Portable Electronic Message Board	2/25/2026	2.00 EA	75.00 EA/DAY	150.00
Public Address System (Per Building)	TBD	TBD EA	75.00 EA/DAY	TBD
Sweeper (In-House)	Estimate 8 Hours	8.00 HR	75.00 HR	600.00
WiFi Usage	Estimate Only	1.00 EA	2,125.00 EVT	2,125.00
Total:				5,455.00

Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 6 Hours	6.00 HR	35.00 HR	210.00
Grounds Attendant	Estimate 12 Hours	12.00 HR	30.00 HR	360.00

EXHIBIT A

Event Information						
Janitorial Attendant	Estimate 10 Hours	10.00	HR	30.00	HR	300.00
Electrician	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Event Day						
Grounds Attendant Lead	02/25/2026 03:00PM - 08:00PM	1.00	EA	35.00	HR	175.00
Grounds Attendant	02/25/2026 03:00PM - 08:00PM	3.00	EA	30.00	HR	450.00
Janitorial Attendant	02/25/2026 03:00PM - 08:00PM	4.00	EA	30.00	HR	600.00
Electrician	02/25/2026 03:00PM - 08:00PM	1.00	EA	75.00	HR	375.00
Clean Up						
Grounds Attendant Lead	Estimate 6 Hours	6.00	HR	35.00	HR	210.00
Grounds Attendant	Estimate 12 Hours	12.00	HR	30.00	HR	360.00
Janitorial Attendant	Estimate 10 Hours	10.00	HR	30.00	HR	300.00
Electrician	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Event Sales & Services						
Event Coordinator	02/25/2026 03:00PM - 08:00PM	1.00	EA	57.50	HR	287.50
Parking						
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
Safety & Security						
Security Attendant	02/25/2026 03:00PM - 07:30PM	4.00	EA	30.00	HR	540.00
<i>*Security staffing requirements are subject to change at the discretion of the OCFEC Safety & Security Department.</i>						
Technology						
Technology Attendant	TBD (Audio Configuration)	TBD	EA	100.00	EVT	TBD
Outside Services						
Emergency Medical Services	02/25/2026 03:30PM - 07:30PM	1.00	EA	35.00	HR	140.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						5,762.00
Summary						
Facility Rental Total						\$12,000.00
Estimated Equipment, Reimbursable Personnel and Services Total						\$11,217.00
Parking Buyout <i>(Based upon 250 vehicles at \$15.00 per vehicle)</i>						\$3,750.00
Refundable Deposit						\$1,500.00
Grand Total:						\$28,467.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$28,467.00
Total:		\$28,467.00

Please Remit Payment by *Check or Credit Card Only (Convenience Fee may apply)*

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****

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, Orange County Department of Education must comply with request.**

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-028-26 REVISED**

DATE **February 5, 2026**

REVIEWED _____

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, **Emerald X LLC dba Overland Expo So Cal** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

March 11 - 16, 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 caused by Renter 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:

Overland Expo So Cal

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

\$239,782.50

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 and neither party shall have any further liabilities and/or obligations in connection with this agreement, except that any monies advanced by Renter to Association shall be refunded within thirty (30) days upon notice of termination of this Agreement due to the Force Majeure Event.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. Renter further agrees to indemnify, defend and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
12. The Association agrees to indemnify, defend and hold harmless the Renter, its officers, directors, affiliates and agents (collectively the "Indemnified Parties") from and against any and all claims, judgements, damages, costs and expenses (including reasonable attorneys' fees and court costs (collectively "Damages")) to the extent that such damages arise directly from:
 1. Breach by the Association - any material breach of the representations, warranties, or obligations of the Association under this agreement
 2. Negligence or Misconduct - the gross negligence or willful misconduct of the Association, its officers, agents, servants or employees
 3. Bodily Injury or Property Damage - bodily injury or property damage directly caused by the Association, its officers, agents, servants or employees and arising out of or in any way connected to the activities under this agreement.

Such indemnity shall not apply to the extent that any damage results from the negligence or willful misconduct of the Renter, its officers, directors, affiliates and agents; the activities of vendors at the fairgrounds not under the Associations direct control or that which is unrelated to any obligations contained within this Agreement.

The parties further agree that reasonable efforts will be made to mitigate any damages covered by this indemnification.

13. In no event will Association OR Renter's liability be arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise exceed the greater of: (a) the aggregate fees and expenses paid and payable to Association under this Agreement and (b) the amounts payable under the any applicable insurance policies maintained by Renter or Association.
14. 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.
15. It is mutually understood and agreed to by both parties that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of the non-assigning party. Subleasing of the Premises is prohibited.
16. 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.

17. 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.

18. 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. In the event the Association fails to comply in any respect with the terms of the Agreement and its Exhibits referred to herein, Renter shall have the option to cancel this Agreement without further liability and all payments under this Agreement shall be refunded to Renter by Association within thirty (30) days from written notice of cancellation.

19. 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.**

20. 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.

**Emerald X LLC dba Overland Expo So Cal
100 Broadway, 14th Floor
New York, NY 10005**

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

By: _____ Date: _____
Title: Lindsay Hubley, SVP Consumer Events

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

EXHIBIT A

Event Information

Event Name:	Overland Expo So Cal 2026	Contract No:	R-028-26
Contact Person:	Emily Boden	Phone:	(317) 601-9917
Event Date:	03/14/2026 - 03/15/2026	Hours:	Saturday: 9:00 AM - 5:00 PM Happy Hour: 5:00 PM - 7:30 PM Sunday: 9:00 AM - 4:00 PM
Admission Price:	TBD		
Vehicle Parking Fee:	\$15.00 General Parking	Projected Attendance:	10,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
Anaheim Building (#16)	03/11/2026 06:00 AM - 11:00 PM	Move In	1,400.00
Costa Mesa Building (#10)	03/11/2026 06:00 AM - 11:00 PM	Move In	2,450.00
Country Meadows	03/11/2026 06:00 AM - 11:00 PM	Move In	1,100.00
Crafters Village	03/11/2026 06:00 AM - 11:00 PM	Move In	700.00
Huntington Beach Building (#12)	03/11/2026 06:00 AM - 11:00 PM	Move In	1,950.00
Main Mall	03/11/2026 06:00 AM - 11:00 PM	Move In	1,000.00
OC Promenade (Span)	03/11/2026 06:00 AM - 11:00 PM	Move In	1,400.00
Park Plaza	03/11/2026 06:00 AM - 11:00 PM	Move In	900.00
Parking Lot I	03/11/2026 06:00 AM - 11:00 PM	Move In	1,150.00
Parking Lot J (FFZ)	03/11/2026 06:00 AM - 11:00 PM	Move In	1,900.00
Santa Ana Pavilion (Parade of Products)	03/11/2026 06:00 AM - 11:00 PM	Move In	1,250.00
The Hangar	03/11/2026 06:00 AM - 11:00 PM	Move In	2,050.00
Thursday			
Anaheim Building (#16)	03/12/2026 06:00 AM - 11:00 PM	Move In	1,400.00
Campground (Festival Field Grass)	03/12/2026 06:00 AM - 11:00 PM	Move In	1,350.00
Costa Mesa Building (#10)	03/12/2026 06:00 AM - 11:00 PM	Move In	2,450.00
Country Meadows	03/12/2026 06:00 AM - 11:00 PM	Move In	1,100.00
Crafters Village	03/12/2026 06:00 AM - 11:00 PM	Move In	700.00
Huntington Beach Building (#12)	03/12/2026 06:00 AM - 11:00 PM	Move In	1,950.00
Main Mall	03/12/2026 06:00 AM - 11:00 PM	Move In	1,000.00
OC Promenade (Span)	03/12/2026 06:00 AM - 11:00 PM	Move In	1,400.00
Park Plaza	03/12/2026 06:00 AM - 11:00 PM	Move In	900.00
Parking Lot I	03/12/2026 06:00 AM - 11:00 PM	Move In	1,150.00
Parking Lot J (FFZ)	03/12/2026 06:00 AM - 11:00 PM	Move In	1,900.00
Santa Ana Pavilion (Parade of Products)	03/12/2026 06:00 AM - 11:00 PM	Move In	1,250.00
The Hangar	03/12/2026 06:00 AM - 11:00 PM	Move In	2,050.00
Friday			
Anaheim Building (#16)	03/13/2026 06:00 AM - 11:00 PM	Move In	1,400.00
Campground (Festival Field Grass)	03/13/2026 06:00 AM - 11:00 PM	Move In	1,350.00
Costa Mesa Building (#10)	03/13/2026 06:00 AM - 11:00 PM	Move In	2,450.00
Country Meadows	03/13/2026 06:00 AM - 11:00 PM	Move In	1,100.00
Crafters Village	03/13/2026 06:00 AM - 11:00 PM	Move In	700.00
Huntington Beach Building (#12)	03/13/2026 06:00 AM - 11:00 PM	Move In	1,950.00
Main Mall	03/13/2026 06:00 AM - 11:00 PM	Move In	1,000.00
OC Promenade (Span)	03/13/2026 06:00 AM - 11:00 PM	Move In	1,400.00
Park Plaza	03/13/2026 06:00 AM - 11:00 PM	Move In	900.00
Parking Lot I	03/13/2026 06:00 AM - 11:00 PM	Move In	1,150.00

EXHIBIT A

Event Information			
Parking Lot J (FFZ)	03/13/2026 06:00 AM - 11:00 PM	Move In	1,900.00
Santa Ana Pavilion (Parade of Products)	03/13/2026 06:00 AM - 11:00 PM	Move In	1,250.00
The Hangar	03/13/2026 06:00 AM - 11:00 PM	Move In	2,050.00
Saturday			
Anaheim Building (#16)	03/14/2026 09:00 AM - 05:00 PM	Event	2,800.00
Campground (Festival Field Grass)	03/14/2026 09:00 AM - 05:00 PM	Event	2,700.00
Costa Mesa Building (#10)	03/14/2026 09:00 AM - 05:00 PM	Event	4,900.00
Country Meadows	03/14/2026 09:00 AM - 05:00 PM	Event	2,200.00
Courtyard	03/14/2026 09:00 AM - 05:00 PM	Event	1,100.00
Crafters Village	03/14/2026 09:00 AM - 05:00 PM	Event	1,400.00
Huntington Beach Building (#12)	03/14/2026 09:00 AM - 05:00 PM	Event	3,900.00
Main Mall	03/14/2026 09:00 AM - 05:00 PM	Event	2,000.00
OC Promenade (Span)	03/14/2026 09:00 AM - 07:30 PM	Event	2,800.00
Park Plaza	03/14/2026 09:00 AM - 05:00 PM	Event	1,800.00
Parking Lot I	03/14/2026 09:00 AM - 05:00 PM	Event	2,300.00
Parking Lot J (FFZ)	03/14/2026 09:00 AM - 05:00 PM	Event	3,800.00
Santa Ana Pavilion (Parade of Products)	03/14/2026 09:00 AM - 05:00 PM	Event	2,500.00
The Hangar	03/14/2026 09:00 AM - 05:00 PM	Event	4,100.00
Sunday			
Anaheim Building (#16)	03/15/2026 09:00 AM - 04:00 PM	Event	2,800.00
Campground (Festival Field Grass)	03/15/2026 09:00 AM - 04:00 PM	Event	2,700.00
Costa Mesa Building (#10)	03/15/2026 09:00 AM - 04:00 PM	Event	4,900.00
Country Meadows	03/15/2026 09:00 AM - 04:00 PM	Event	2,200.00
Courtyard	03/15/2026 09:00 AM - 04:00 PM	Event	1,100.00
Crafters Village	03/15/2026 09:00 AM - 04:00 PM	Event	1,400.00
Huntington Beach Building (#12)	03/15/2026 09:00 AM - 04:00 PM	Event	3,900.00
Main Mall	03/15/2026 09:00 AM - 04:00 PM	Event	2,000.00
OC Promenade (Span)	03/15/2026 09:00 AM - 04:00 PM	Event	2,800.00
Park Plaza	03/15/2026 09:00 AM - 04:00 PM	Event	1,800.00
Parking Lot I	03/15/2026 09:00 AM - 04:00 PM	Event	2,300.00
Parking Lot J (FFZ)	03/15/2026 09:00 AM - 04:00 PM	Event	3,800.00
Santa Ana Pavilion (Parade of Products)	03/15/2026 09:00 AM - 04:00 PM	Event	2,500.00
The Hangar	03/15/2026 09:00 AM - 04:00 PM	Event	4,100.00
Monday			
Anaheim Building (#16)	03/16/2026 06:00 AM - 12:00 PM	Move Out	No Charge
Campground (Festival Field Grass)	03/16/2026 06:00 AM - 12:00 PM	Move Out	No Charge
Costa Mesa Building (#10)	03/16/2026 06:00 AM - 12:00 PM	Move Out	No Charge
Country Meadows	03/16/2026 06:00 AM - 12:00 PM	Move Out	No Charge
Courtyard	03/16/2026 06:00 AM - 12:00 PM	Move Out	No Charge
Crafters Village	03/16/2026 06:00 AM - 12:00 PM	Move Out	No Charge
Huntington Beach Building (#12)	03/16/2026 06:00 AM - 12:00 PM	Move Out	No Charge
Main Mall	03/16/2026 06:00 AM - 12:00 PM	Move Out	No Charge
OC Promenade (Span)	03/16/2026 06:00 AM - 12:00 PM	Move Out	No Charge
Park Plaza	03/16/2026 06:00 AM - 12:00 PM	Move Out	No Charge
Parking Lot I	03/16/2026 06:00 AM - 12:00 PM	Move Out	No Charge
Parking Lot J (FFZ)	03/16/2026 06:00 AM - 12:00 PM	Move Out	No Charge

EXHIBIT A

Event Information

Santa Ana Pavilion (Parade of Products)	03/16/2026 06:00 AM - 12:00 PM	Move Out	No Charge
The Hangar	03/16/2026 06:00 AM - 12:00 PM	Move Out	No Charge

Total: 131,050.00

Hosting of this event in the above specified spaces, Anaheim Building, Campground, Costa Mesa Building, Country Meadows, Courtyard, Crafters Village, Huntington Beach Building, Los Alamitos Building, Main Mall, OC Promenade, Park Plaza, Parking Lot I, Parking Lot J, Santa Ana Pavilion and The Hangar, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also insurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 12:00 PM Monday - March 16, 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
100 Amp Drop	Estimate 5	5.00	EA	180.00	EA	900.00
200 Amp Drop	TBD	TBD	EA	360.00	EA	TBD
40 Yard Dumpster	Estimate 10	10.00	EA	241.00	EA	2,410.00
Barricade (Metal)	TBD	TBD	EA	15.00	EA	TBD
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Bench (Metal)	TBD	TBD	EA	15.00	EA	TBD
Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	Estimate 6	6.00	EA	2.50	EA	15.00
Cube Tower	Estimate 2	2.00	EA	100	EA	200.00
Electrical Splitter Box	Estimate 25	25.00	EA	55.00	EA	1,375.00
Electrical Usage Rate	Estimate Only	1.00	EA	4,200.00	EVT	4,200.00
EVOLV - Weapon Detection System	TBD	TBD	EA	800.00	EA/DAY	TBD
Forklift	Estimate 20 Hours	20.00	HR	75.00	HR	1,500.00
Forklift (40 Yard Dumpster)	Estimate 40 Hours	40.00	HR	75.00	HR	3,000.00
Man Lift	Estimate 18 Hours	18.00	HR	75.00	HR	1,350.00
Marquee Board	02/16/2026 - 03/15/2026	4.00	WK	Included		Included
Picnic Table (Rectangular & Round)	Estimate 50	50.00	EA	15.00	EA	750.00
Portable Electronic Message Board	03/14/2026 - 03/15/2026	2.00	EA	75.00	EA/DAY	300.00
Public Address System (Per Building)	03/14/2026 - 03/15/2026	10.00	EA	75.00	EA/DAY	1,500.00
Scissor Lift	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Stanchion	Estimate 75	75.00	EA	5.00	EA	375.00
Sweeper (In-House)	Estimate 21 Hours	21.00	HR	75.00	HR	1,575.00
Ticket Booth (Double Window)	Estimate 4	4.00	EA	100.00	EA	400.00
Tonnage Weight (40 Yard Dumpster)	Estimate 20 Tons	20.00	TON	83.00	TON	1,660.00

Total: 22,450.00

Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
Event Operations						
Set Up						
Grounds Attendant Lead	Estimate 20 Hours	20.00	HR	35.00	HR	700.00
Grounds Attendant	Estimate 72 Hours	72.00	HR	30.00	HR	2,160.00
Janitorial Attendant	Estimate 72 Hours	72.00	HR	30.00	HR	2,160.00
Electrician	Estimate 45 Hours	45.00	HR	75.00	HR	3,375.00

EXHIBIT A

Event Information

Event Day

Grounds Attendant Lead	03/14/2026 08:00AM - 06:00PM	1.00	EA	35.00	HR	350.00
Grounds Attendant	03/14/2026 08:00AM - 06:00PM	8.00	EA	30.00	HR	2,400.00
Janitorial Attendant Lead	03/14/2026 08:00AM - 06:00PM	1.00	EA	35.00	HR	350.00
Janitorial Attendant	03/14/2026 08:00AM - 06:00PM	19.00	EA	30.00	HR	5,700.00
Janitorial Attendant	03/14/2026 08:00AM - 08:00PM	4.00	EA	30.00	HR	1,440.00
Electrician	03/14/2026 08:00AM - 06:00PM	1.00	EA	75.00	HR	750.00
Plumber	03/14/2026 08:00AM - 06:00PM	1.00	EA	75.00	HR	750.00
Grounds Attendant Lead	03/15/2026 08:00AM - 05:00PM	1.00	EA	35.00	HR	315.00
Grounds Attendant	03/15/2026 08:00AM - 05:00PM	8.00	EA	30.00	HR	2,160.00
Janitorial Attendant Lead	03/15/2026 08:00AM - 05:00PM	1.00	EA	35.00	HR	315.00
Janitorial Attendant	03/15/2026 08:00AM - 05:00PM	23.00	EA	30.00	HR	6,210.00
Electrician	03/15/2026 08:00AM - 05:00PM	1.00	EA	75.00	HR	675.00
Plumber	03/15/2026 08:00AM - 05:00PM	1.00	EA	75.00	HR	675.00

Clean Up

Grounds Attendant Lead	Estimate 15 Hours	15.00	HR	35.00	HR	525.00
Grounds Attendant	Estimate 60 Hours	60.00	HR	30.00	HR	1,800.00
Janitorial Attendant	Estimate 48 Hours	48.00	HR	30.00	HR	1,440.00
Electrician	Estimate 35 Hours	35.00	HR	75.00	HR	2,625.00

Event Sales & Services

Event Coordinator	03/14/2026 08:00AM - 06:00PM	1.00	EA	57.50	HR	575.00
Event Coordinator	03/15/2026 08:00AM - 05:00PM	1.00	EA	57.50	HR	517.50

Parking

Parking Attendant Lead	Estimate 24 Hours	24.00	HR	35.00	HR	840.00
Parking Attendant	Estimate 48 Hours	48.00	HR	30.00	HR	1,440.00

Safety & Security

Security Attendant Lead - Overnight	03/12/2026 06:00PM - 07:00AM	1.00	EA	35.00	HR	455.00
Security Attendant - Overnight	03/12/2026 06:00PM - 07:00AM	5.00	EA	30.00	HR	1,950.00
Security Attendant Lead	03/13/2026 07:00AM - 07:00PM	1.00	EA	35.00	HR	420.00
Security Attendant	03/13/2026 07:00AM - 07:00PM	5.00	EA	30.00	HR	1,800.00
Security Attendant Lead - Overnight	03/13/2026 07:00PM - 07:00AM	1.00	EA	35.00	HR	420.00
Security Attendant - Overnight	03/13/2026 07:00PM - 07:00AM	10.00	EA	30.00	HR	3,600.00
Security Attendant Lead	03/14/2026 08:00AM - 05:30PM	1.00	EA	35.00	HR	332.50
Security Attendant	03/14/2026 08:00AM - 05:30PM	18.00	EA	30.00	HR	5,130.00
Security Attendant	03/14/2026 08:00AM - 08:00PM	3.00	EA	30.00	HR	1,080.00
Security Attendant Lead - Overnight	03/14/2026 05:00PM - 07:00AM	1.00	EA	35.00	HR	490.00
Security Attendant - Overnight	03/14/2026 05:00PM - 07:00AM	10.00	EA	30.00	HR	4,200.00
Security Attendant Lead	03/15/2026 08:00AM - 04:30PM	1.00	EA	35.00	HR	297.50
Security Attendant	03/15/2026 08:00AM - 04:30PM	21.00	EA	30.00	HR	5,355.00
Security Attendant Lead - Overnight	03/15/2026 07:00PM - 08:00AM	1.00	EA	35.00	HR	455.00
Security Attendant - Overnight	03/15/2026 07:00PM - 08:00AM	6.00	EA	30.00	HR	2,340.00

EXHIBIT A

Event Information

Technology

Technology Attendant	TBD	TBD	EA	57.50	HR	TBD
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00

Outside Services

Emergency Medical Services	03/14/2026 08:30AM - 05:30PM	4.00	EA	35.00	HR	1,260.00
Emergency Medical Services	03/15/2026 08:30AM - 04:30PM	4.00	EA	35.00	HR	1,120.00
Orange County Sheriff Services	TBD	TBD	EA	TBD	EVT	TBD
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	10.00	HR	263.00	HR	2,630.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	2,600.00	EVT	2,600.00

Total: 76,282.50

Summary

Facility Rental Total	\$131,050.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$98,732.50
Refundable Deposit	\$10,000.00

Grand Total: \$239,782.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$239,782.50
Total:		\$239,782.50

Please Remit Payment by *Check or Credit Card Only (Convenience Fee may apply)*

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.

AMENDMENTS

Any changes to this agreement will be outlined in an amendment to be signed and executed by Renter and Association.

EXHIBIT A

Event Information

CAMPING

Renter shall be responsible for placement of campers in the designated camping area inside the event footprint and the collection of camping fees.

OCFEC shall be responsible for the placement of RV campers and collection of camping fees of campers in the designated exterior parking lot. All RV camping spaces in the designated exterior parking lot will be \$45.00 per space per night. These amounts will be deducted from final settlement.

CANNABIS EVENTS

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

BANNERS

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

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>

GLASS

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

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.**

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.

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.

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, Emerald X LLC dba Overland Expo So Cal must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Emerald X LLC dba Overland Expo So Cal must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Emerald X LLC dba Overland Expo So Cal must execute changes within the specified timeframe.

TEMPORARY STRUCTURES

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



R_____

A_____

**AMENDMENT TO TINYFEST CALIFORNIA
(APRIL 2026)**

DATE: February 11, 2026

RENTAL AGREEMENT: R-044-26

AMENDMENT #1

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

ADDITION TO EXHIBIT A: FACILITY RENTAL FEES

<u>Facility and/or Area Fees</u>	<u>Date Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday			
Parking Lot I	04/16/2026 07:00 AM - 10:00 PM	Move In	1,150.00
		Total:	1,150.00

ADDITION TO EXHIBIT A: REIMBURSABLE PERSONNEL AND SERVICES FEES

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 4 Hours	4.00 HR	34.00 HR	136.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	34.00 HR	136.00
		Total:		272.00

Summary

Rental Agreement Facility Fee Total	\$14,500.00
Amendment #1 Facility Fee Total	\$15,650.00
Rental Agreement Estimated Equipment, Reimbursable Personnel and Services Total	\$33,784.00
Amendment #1 Estimated Equipment, Reimbursable Personnel and Services Total	\$34,056.00
Refundable Deposit	\$1,500.00
Grand Total:	\$51,206.00





Payment Schedule

Payment Schedule

First Payment (25% Facility Fee)
Second Payment
Third Payment
Fourth Payment

Due Date

Past Due
Past Due
02/17/2026
03/17/2026

Amount

\$3,625.00
\$15,386.50
\$16,097.25
\$16,097.25

Payment Total:

\$51,206.00

**TinyFest, LLC
PO Box 38
Umpqua, OR 97486**

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

By _____ Date: _____
Title: Renee SeEVERS, CEO

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



FORM F-31

AGREEMENT NO. **R-046-26 REVISED 2**

REVIEWED _____

DATE **January 14, 2026**

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 **IBJJF dba International BJJ Inc.** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

February 25 - March 2, 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:

IBJJF

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

\$39,719.50

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.

**IBJFF dba International BJJ Inc.
17256 Red Hill Avenue
Irvine, CA 92614**

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

By _____ Date: _____
Title: Destiny Ortega, Event Coordinator

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

EXHIBIT A

Event Information

Event Name:	IBJJF	Contract No:	R-046-26 REVISED 2
Contact Person:	Destiny Ortega	Phone:	(949) 391-9746
Event Date:	02/26/2026; 02/28/2026 - 03/01/2026	Hours:	Private Event Thursday: 4:00 PM - 11:00 PM Saturday & Sunday: 8:00 AM - 7:00 PM
Admission Price:	Free for spectators; Participants must preregister		
Vehicle Parking Fee:	\$15.00 General Parking (See Terms)	Projected Attendance:	700

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
The Hangar	02/25/2026 07:00 AM - 11:00 PM	Move In	2,050.00
Thursday			
The Hangar	02/26/2026 04:00 PM - 11:00 PM	Event	4,100.00
Friday			
The Hangar	02/27/2026 07:00 AM - 11:00 PM	Move In	2,050.00
Saturday			
The Hangar	02/28/2026 08:00 AM - 07:00 PM	Event	4,100.00
Sunday			
The Hangar	03/01/2026 08:00 AM - 07:00 PM	Event	4,100.00
Monday			
The Hangar	03/02/2026 07:00 AM - 11:59 AM	Move Out	No Charge
Total:			16,400.00

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

Move out must be completed by 11:59 AM Monday - March 2, 2026 to avoid additional charges.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
100 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Bleachers (50 Seat Section)	Estimate 2	2.00 EA	150.00 EA	300.00
Bleacher (75 Seat Section)	Estimate 4	4.00 EA	200.00 EA	800.00
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 10	10.00 EA	20.00 EA	200.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	900.00 EVT	900.00
Forklift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Man Lift	TBD	TBD HR	75.00 HR	TBD
Marquee Board	02/23/2026 - 03/01/2026	1.00 WK	Included	Included
Portable Electronic Message Board	02/26/2026; 02/28/2026 - 03/01/2026	2.00 EA	75.00 EA/DAY	450.00
Projector (12,000 Lumens)	TBD	TBD EA	3,000.00 EA/DAY	TBD
Projector Screen in Hangar	TBD	TBD EA	300.00 EA/DAY	TBD
Public Address System (Per Building)	TBD	TBD EA	75.00 EA/DAY	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Total:				3,100.00

EXHIBIT A

Event Information

Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Grounds Attendant Lead	Estimate 6 Hours	6.00 HR	35.00 HR	210.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	30.00 HR	300.00
Janitorial Attendant	Estimate 16 Hours	16.00 HR	30.00 HR	480.00
Electrician	TBD	TBD HR	75.00 HR	TBD
Event Day				
Grounds Attendant Lead	02/26/2026 03:00PM - 12:00AM	1.00 EA	35.00 HR	315.00
Grounds Attendant	02/26/2026 03:00PM - 12:00AM	2.00 EA	30.00 HR	540.00
Janitorial Attendant	02/26/2026 03:00PM - 12:00AM	2.00 EA	30.00 HR	540.00
Electrician	TBD	TBD EA	75.00 HR	TBD
Grounds Attendant Lead	02/28/2026 07:00AM - 08:00PM	1.00 EA	35.00 HR	455.00
Grounds Attendant	02/28/2026 07:00AM - 08:00PM	2.00 EA	30.00 HR	780.00
Janitorial Attendant	02/28/2026 07:00AM - 08:00PM	2.00 EA	30.00 HR	780.00
Electrician	TBD	TBD EA	75.00 HR	TBD
Grounds Attendant Lead	03/01/2026 07:00AM - 08:00PM	1.00 EA	35.00 HR	455.00
Grounds Attendant	03/01/2026 07:00AM - 08:00PM	2.00 EA	30.00 HR	780.00
Janitorial Attendant	03/01/2026 07:00AM - 08:00PM	2.00 EA	30.00 HR	780.00
Electrician	TBD	TBD EA	75.00 HR	TBD
Clean 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 6 Hours	6.00 HR	30.00 HR	180.00
Electrician	TBD	TBD HR	75.00 HR	TBD
<u>Event Sales & Services</u>				
Event Coordinator	02/26/2026 03:00PM - 12:00AM	1.00 EA	57.50 HR	517.50
Event Coordinator	02/28/2026 07:00AM - 08:00PM	1.00 EA	57.50 HR	747.50
Event Coordinator	03/01/2026 07:00AM - 08:00PM	1.00 EA	57.50 HR	747.50
<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	02/26/2026 03:00PM - 11:30PM	1.00 EA	35.00 HR	297.50
Security Attendant	02/26/2026 03:00PM - 11:30PM	5.00 EA	30.00 HR	1,275.00
Security Attendant Lead	02/28/2026 07:00AM - 07:30PM	1.00 EA	35.00 HR	437.50
Security Attendant	02/28/2026 07:00AM - 07:30PM	5.00 EA	30.00 HR	1,875.00
Security Attendant Lead	03/01/2026 07:00AM - 07:30PM	1.00 EA	35.00 HR	437.50
Security Attendant	03/01/2026 07:00AM - 07:30PM	5.00 EA	30.00 HR	1,875.00
<u>Technology</u>				
Technology Attendant	TBD (Audio Configuration)	TBD EA	100.00 EVT	TBD

EXHIBIT A

Event Information

Outside Services

Emergency Medical Services	02/26/2026 03:30PM - 11:30PM	2.00	EA	35.00	HR	560.00
Emergency Medical Services	02/28/2026 07:30AM - 07:30PM	2.00	EA	35.00	HR	840.00
Emergency Medical Services	03/01/2026 07:30AM - 07:30PM	2.00	EA	35.00	HR	840.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						18,719.50

Summary

Facility Rental Total	\$16,400.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$21,819.50
Refundable Deposit	\$1,500.00
Grand Total: \$39,719.50	

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment (25% Facility Fee)	PAID	\$4,100.00
Second Payment	PAID	\$17,809.75
Third Payment	PAID	\$17,809.75
Total:		\$39,719.50

Please Remit Payment by *Check or Credit Card Only (Convenience Fee may apply)*

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.

AMBULANCE & ADVANCED LIFE SUPPORT PERSONNEL

Boxing, CrossFit, Motorsports, MMA, Rodeos, Wrestling or other events containing high-risk participation activities are required to have an Ambulance and/or Advanced Life Support/Paramedic (ALS) personnel on-site throughout event duration as determined by OCFEC management.

Additional personnel, either BLS (Basic Life Support - EMT) or ALS (Advanced Life Support/Paramedic) as well as additional equipment such as Ambulance, 1st Aid Station or transport cart may be required for spectators/guests as determined by OCFEC management.

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

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 change.

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, IBJJF dba International BJJ Inc. must comply with request.**

EXHIBIT A

Event Information

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-053-26 REVISED**

DATE **December 23, 2025**

REVIEWED _____

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 **VIBE Gymnastics LLC** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

January 22 - 25, 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:

GOOD VIBES Classic

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

\$45,354.51

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

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

VIBE Gymnastics LLC
1411 N Tustin Street, Suite A
Orange, CA 92867

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

By: _____ Date: _____
Title: Dillon Reeve, Owner/President

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

EXHIBIT A

Event Information

Event Name:	GOOD VIBES Classic	Contract No:	R-053-26 REVISED
Contact Person:	Dillon Reeve	Phone:	(714) 865-0253
Event Date:	01/23/2026 - 01/25/2026	Hours:	Friday & Saturday: 7:30 AM - 10:15 PM Sunday: 7:30 AM - 9:00 PM
Admission Price:	TBD		
Vehicle Parking Fee:	\$15.00 General Parking (See Terms)	Projected Attendance:	2,000 Daily

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday			
Costa Mesa Building (#10)	01/22/2026 07:00 AM - 08:00 PM	Move In	2,450.00
Friday			
Costa Mesa Building (#10)	01/23/2026 07:30 AM - 10:15 PM	Event	4,900.00
Saturday			
Costa Mesa Building (#10)	01/24/2026 07:30 AM - 10:15 PM	Event	4,900.00
Sunday			
Costa Mesa Building (#10)	01/25/2026 07:30 AM - 09:00 PM	Event	4,900.00
Costa Mesa Building (#10)	01/25/2026 10:15 PM - 11:59 PM	Move Out	Included
Total:			17,150.00

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 Sunday - January 25, 2026 to avoid additional charges.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Bleachers (50 Seat Section)	Estimate 2	2.00 EA	125.00 EA	250.00
Cable Ramp	Estimate 20	20.00 EA	15.00 EA	300.00
Chair (Individual)	Estimate 100	100.00 EA	2.50 EA	250.00
Dumpster	Estimate 15	15.00 EA	20.00 EA	300.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	1,500.00 EVT	1,500.00
Forklift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Marquee Board	01/19/2026 - 01/25/2026	1.00 WK	Included	Included
Picnic Table (Rectangular & Round)	Estimate 10	10.00 EA	15.00 EA	150.00
Podium	Estimate 1	1.00 EA	25.00 EA	25.00
Portable Electronic Message Board	01/23/2026 - 01/25/2026	2.00 EA	75.00 EA/DAY	450.00
Public Address System (Per Building)	01/23/2026 - 01/25/2026	1.00 EA	75.00 EA/DAY	225.00
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Stanchion	Estimate 20	20.00 EA	5.00 EA	100.00
Sweeper (In-House)	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Ticket Booth (Double Window)	TBD	TBD EA	100.00 EA	TBD
Total:				4,150.00

Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	35.00 HR	175.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	30.00 HR	300.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Electrician	Estimate 2 Hours	2.00 HR	75.00 HR	150.00

EXHIBIT A

Event Information

Event Day

Grounds Attendant Lead	01/23/2026 06:30AM - 11:15PM	1.00	EA	35.00	HR	586.25
Grounds Attendant	01/23/2026 06:30AM - 11:15PM	1.00	EA	30.00	HR	502.50
Janitorial Attendant	01/23/2026 06:30AM - 11:15PM	3.00	EA	30.00	HR	1,507.50
Grounds Attendant Lead	01/24/2026 06:30AM - 11:15PM	1.00	EA	35.00	HR	586.25
Grounds Attendant	01/24/2026 06:30AM - 11:15PM	1.00	EA	30.00	HR	502.50
Janitorial Attendant	01/24/2026 06:30AM - 11:15PM	3.00	EA	30.00	HR	1,507.50
Grounds Attendant Lead	01/25/2026 06:30AM - 10:00PM	1.00	EA	35.00	HR	542.50
Grounds Attendant	01/25/2026 06:30AM - 10:00PM	1.00	EA	30.00	HR	465.00
Janitorial Attendant	01/25/2026 06:30AM - 10:00PM	3.00	EA	30.00	HR	1,395.00

Clean Up

Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	35.00	HR	175.00
Grounds Attendant	Estimate 10 Hours	10.00	HR	30.00	HR	300.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Electrician	Estimate 2 Hours	2.00	HR	75.00	HR	150.00

Event Sales & Services

Event Coordinator	01/23/2026 06:30AM - 11:15PM	1.00	EA	57.50	HR	963.13
Event Coordinator	01/24/2026 06:30AM - 11:15PM	1.00	EA	57.50	HR	963.13
Event Coordinator	01/25/2026 06:30AM - 10:00PM	1.00	EA	57.50	HR	891.25

Parking

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

Safety & Security

Security Attendant Lead	01/23/2026 06:30AM - 10:45PM	1.00	EA	35.00	HR	568.75
Security Attendant	01/23/2026 06:30AM - 10:45PM	3.00	EA	30.00	HR	1,462.50
Security Attendant Lead	01/24/2026 06:30AM - 10:45PM	1.00	EA	35.00	HR	568.75
Security Attendant	01/24/2026 06:30AM - 10:45PM	3.00	EA	30.00	HR	1,462.50
Security Attendant Lead	01/25/2026 06:30AM - 09:30PM	1.00	EA	35.00	HR	525.00
Security Attendant	01/25/2026 06:30AM - 09:30PM	3.00	EA	30.00	HR	1,350.00

Technology

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

Emergency Medical Services	01/23/2026 07:00AM - 10:45PM	2.00	EA	35.00	HR	1,102.50
Emergency Medical Services	01/24/2026 07:00AM - 10:45PM	2.00	EA	35.00	HR	1,102.50
Emergency Medical Services	01/25/2026 07:00AM - 09:30PM	2.00	EA	35.00	HR	1,015.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Total: 22,554.51

Summary

Facility Rental Total	\$17,150.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$26,704.51
Refundable Deposit	\$1,500.00

Grand Total: \$45,354.51

EXHIBIT A

Event Information

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$45,354.51
	Total:	\$45,354.51

Please Remit Payment by *Check or Credit Card Only (Convenience Fee may apply)*

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.

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AMBULANCE & ADVANCED LIFE SUPPORT PERSONNEL

Boxing, CrossFit, Motorsports, MMA, Rodeos, Wrestling or other events containing high-risk participation activities are required to have an Ambulance and/or Advanced Life Support/Paramedic (ALS) personnel on-site throughout event duration as determined by OCFEC management.

Additional personnel, either BLS (Basic Life Support - EMT) or ALS (Advanced Life Support/Paramedic) as well as additional equipment such as Ambulance, 1st Aid Station or transport cart may be required for spectators/guests as determined by OCFEC management.

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 change.

EXHIBIT A

Event Information

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, VIBE Gymnastics LLC must comply with request.**

STATE FIRE MARSHAL

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