

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

CONTRACT #	CONTRACTOR	DESCRIPTION	LOCATION	TERM	SPACE SIZE	AMOUNT
26513	C&C Concessions, Inc.	BBQ sandwich: tri tip, pork, chicken, pastrami sandwich, cheeseburger, bacon cheeseburger, deep fried hamburgers, pork chop sandwich, sausage, hot dog, fries, sweet potato fries, pig trough, piggy fries, pastrami chili cheese fries, chili cheese fries, onion rings, pork chop on a stick, chicken tenders, beans, fried dill pickles, cole slaw, smoked mac n cheese, ranch dressing, soft drinks, lemonade, coffee, bottled water.	Country Meadows	7/1/2026-8/21/2026	60' x 30'	\$6,500.00
26518	Chuckwagon Concessions	BBQ sandwiches and plates: brisket, chopped pork, chicken, pork, chicken or brisket mac n' cheese, BBQ pork, chicken or beef sundae, rib basket, rib slab, whole brisket, waffle fries, hot dog, chili dog, macaroni & cheese, cornbread, coleslaw, BBQ beef or pork sundae, rice, stew, waffle value meal, family plates, fries, kids meal, grilled corn, drinks, beans, chili	Fair Square	7/1/2026-8/21/2026	57' x 25'	\$6,500.00
26519	Chuckwagon Concessions	Fresh Frys, Ranch Frys, Chili Frys, Cheese Frys, Chili Cheese Frys, Monkey Frys, Blooming Onion, Deep Fried Green Beans, Chicken Tenders soft drinks and bottled water	Family Fair Way	7/1/2026-8/21/2026	25' x 9'	\$6,500.00
26520	Chuckwagon Concessions	BBQ Sandwiches: brisket, sausage, chopped pork, Sundae: pork, beef, rib basket, waffle fries, soft drinks, bottled water.	Family Fair Way	7/1/2026-8/21/2026	30' x 9'	\$6,500.00
26521	Chuckwagon Concessions	BBQ sandwiches and plates: brisket, chopped pork, chicken, pork, chicken or brisket mac n' cheese, BBQ pork, chicken or beef sundae, rib basket, rib slab, whole brisket, waffle fries, hot dog, chili dog, macaroni & cheese, coleslaw, combo, BBQ beef or pork sundae, rice, stew, waffle value meal, family plates, fries, hog fries, kids meal, grilled corn, drinks, beans, chili	Fair Square	7/1/2026-8/21/2026	30' x 20'	\$6,500.00
26552	Fair Pretzels LLC	Shave Ice with choice of one or two flavors; Mangonada, Watermelon Drink, Frozen Lemonade with Boba Poppers, Bottled Water	Main Mall	7/1/2026-8/21/2026	10'x20'	\$6,500.00
26546	M2D2, LLC dba MoonGoat Coffee Roasters	Coffee, Tea; Packaged Coffee	Huntington Beach	7/1/2026-8/21/2026	10' x 10'	\$4,725.00

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CONTRACT #	CONTRACTOR	DESCRIPTION	LOCATION	TERM	SPACE SIZE	AMOUNT
26547	Maverick Concepts, LLC	Mexican Funnel Cake, , Toppings: Strawberries, Ice Cream or Whipped Cream; Bacon Wrapped: Hot Dog, Sausage; Bacon Bombs, Cheesy Bacon Bombs, Fries,Avocado Fries, Churros, Churro Cup and Chocolate, Mexican Popsicles, Fruit Cups Beverages: Soft Drinks, Boba Teas, Tea and Bottled Water.	Livestock Lane	7/1/2026-8/21/2026	50'x20'	\$6,500.00
26548	Maverick Concepts, LLC	Fresh Fruit Cup,Caramel Apples, Gourmet Caramel Apples; Chocolate-Dipped Licorice and Strawberries, Smoothies, Fair-y Dusted Beverages,Crafted Lemonades, Boba Teas, Water	Centennial Way	7/1/2026-8/21/2026	50' x 50'	\$6,500.00
26557	Robert Jackson Enterprises, Inc.	Corn on the Cob, Cup of Corn, Esquites Street Elote, Giant Baked Potato, Fries & Tots, Corn and Potato Toppings	Centennial Way	7/1/2026-8/21/2026	40' x 40'	\$6,500.00

REVIEWED _____
APPROVED _____

AGREEMENT NO. 26513
DATE May 1, 2026

CONCESSION RENTAL AGREEMENT

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

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CM #7** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2026 and ends on 8/21/2026. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based and priority need basis.
4. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
5. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves fountain soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
6. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	65' x 40'	Mobile Food - Trailer	\$6,500.00
Camping 2 Spaces			\$2,850.00
Vendor Application Fee			\$ 50.00

7. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:
Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	5/19/2026	Camping 2 Spaces and Vendor Application Fee	\$2,900.00
Second Payment	8/07/2026	25% of Gross Sales from 7/17-8/02/2026	Payment Calculation
Final Payment	8/17/2026	Greater of 25% of Gross Sales from 8/05-8/16/2026 or Guarantee balance	Payment Calculation

*Final payment subject to OC Fair audit and adjustment if applicable.
**Payments postmarked after the due date will be subject to a late fee of \$100

Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before May 19, 2026.

1. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
2. 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
3. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.

4. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.
5. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
6. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties.
7. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.
8. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interests of Association.
9. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:

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

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

Charles Giordano
C&C Concessions, Inc.
 2700 First Street
 La Verne, CA 91750
 Phone (909) 816-7052
 Email charles@candconcessions

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

 Signature

 Signature

 Title

Chief Business Development Officer
 Title

 Date

 Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

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

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

Executive Order N-6-22 – Russia Sanctions

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

Exhibit A

PRODUCTS AND OR SERVICES

C&C Concessions, Inc.

Location/Space: Country Meadows #7

Agreement No: **26513**

Date: May 1, 2026

Make It a Plate - Includes Beans and Coleslaw

BBQ Sandwiches

Tri Tip

Pulled Pork

Crispy Chicken – BBQ, Mild, Buffalo

Pastrami

Pastrami Chili Cheese

Burgers

½ lb Cheeseburger

½ lb Bacon Cheeseburger

Bayou Burger

Wrangler Burger

Appalachian Pork Chop Sandwich

Turkey Mac n Cheese Sandwich

Mac n Cheese Stuffed Turkey Leg

½ lb Sausage – Polish or Spicy

Bayou Smoked Mac-n-Cheese

Pork Chop on a Stick

Chicken Tenders

Hot Dog

Sides

Piggy Fries

Cowboy Fries

Pastrami Chili Cheese Fries

Chili Cheese Fries

French Fries

Onion Rings

Smoked Mac-n-Cheese

Fried Dills with Ranch Dressing

Ranch Beans

Coleslaw

Beverages

Soft Drinks

Lemonade

Bottled Water

REVIEWED _____
APPROVED _____

AGREEMENT NO. 26518
DATE May 1, 2026

CONCESSION RENTAL AGREEMENT

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

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **FS #6A, #6B** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2026 and ends on 8/21/2026. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based and priority need basis.
4. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
5. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves fountain soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
6. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	57' x 25'	Mobile Food - Trailer	\$6,500.00
Camping 5 Spaces			\$7,125.00
Vendor Application Fee			\$ 50.00

7. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:
Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	5/27/2026	Camping 5 Spaces and Vendor Application Fee	\$7,175.00
Second Payment	8/07/2026	25% of Gross Sales from 7/17-8/02/2026	Payment Calculation
Final Payment	8/17/2026	Greater of 25% of Gross Sales from 8/05-8/16/2026 or Guarantee balance	Payment Calculation

*Final payment subject to OC Fair audit and adjustment if applicable.
**Payments postmarked after the due date will be subject to a late fee of \$100

8. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before May 27, 2026.**
9. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
10. 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
11. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.

12. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.
13. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
14. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties.
15. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.
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 interests of Association.
17. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
 - Products and Services Exhibit A
 - California Fair Services Authority Insurance Requirements Exhibit B
 - Standard Contract Terms and Conditions Exhibit C
 - Map of Fairgrounds Depicting Premises Exhibit D
 - Assembly Bill 1499 Exhibit F
 - Organic Waste Reduction Exhibit G
 - Trussing/Temporary Special Event Structure Construction & Safety Code Exhibit S
 - GenAI Technology Use & Reporting Exhibit T
18. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
19. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
20. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Irene Dugan
Chuckwagon Concessions
5019 Solitude Court
Alta Loma, CA 91737
Phone (951) 660-1363
Email chuckwagonbbq1@aol.com

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

 Signature

 Signature

 Title

Chief Business Development Officer
 Title

 Date

 Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

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

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

Executive Order N-6-22 – Russia Sanctions

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

Exhibit A

PRODUCTS AND OR SERVICES

Chuckwagon Concessions

Location/Space: Fair Square #6A, #6B

Agreement No: **26518**

Date: May 1, 2026

BBQ Sandwiches-Chopped Pork, Beef Brisket, Shredded Chicken, Pork, Chicken or Brisket Mac N' Cheese
BBQ Pork Rib Basket
BBQ Pork Rib Snack Basket
BBQ Pork or Shredded Chicken Sundae
BBQ Beef Sundae

Buckaroo Kids Meal-6" Hot Dog, Macaroni & Cheese and Small Drink

Hot Dogs

Little Doggie

Little Chili Doggie

½ lb. Big Doggie

½ lb. Big Chili Doggie

½ lb. Rangeburger

½ lb. Rangeburger with Cheese

½ lb. Sausage

Turkey Leg

Waffle Fries

Chili Waffle Fries

Cheese Waffle Fries

Chili Cheese Waffle Fries

Brisket Waffle Fries

Chopped Pork or Shredded Chicken Waffle Fries

Cowboy 3 Meat Waffle Fries

Sides/Extras

Mashed Potatoes

Cowpoke Beans

Macaroni & Cheese

Coleslaw

Mexican Corn

½ lb. Rangeburger Patty

Whole Brisket

Pork Rib Slab

Bun

Texas Toast

Cheese Slice

Chili

Ranch Dressing

Cheese Sauce

Grilled Corn

Cup of Corn

Beverages:

Soft Drinks

Bottled Soft Drinks

Iced Tea

Lemonade

Bottled Water

REVIEWED _____
APPROVED _____

AGREEMENT NO. 26519
DATE May 1, 2026

CONCESSION RENTAL AGREEMENT

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

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **FFW #20A** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2026 and ends on 8/21/2026. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based and priority need basis.
4. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
5. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves fountain soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
6. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	25' x 9'	Mobile Food - Trailer	\$6,500.00

7. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:
Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/07/2026	25% of Gross Sales from 7/17-8/02/2026	Payment Calculation
Final Payment	8/17/2026	Greater of 25% of Gross Sales from 8/05-8/16/2026 or Guarantee balance	Payment Calculation

*Final payment subject to OC Fair audit and adjustment if applicable.
**Payments postmarked after the due date will be subject to a late fee of \$100

8. **Signed Rental Agreement and Certificate of Insurance are due on or before May 27, 2026.**
9. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
10. 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
11. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
12. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

13. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
14. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties.
15. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.
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 interests of Association.
17. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
 - Products and Services Exhibit A
 - California Fair Services Authority Insurance Requirements Exhibit B
 - Standard Contract Terms and Conditions Exhibit C
 - Map of Fairgrounds Depicting Premises Exhibit D
 - Assembly Bill 1499 Exhibit F
 - Organic Waste Reduction Exhibit G
 - Trussing/Temporary Special Event Structure Construction & Safety Code Exhibit S
 - GenAI Technology Use & Reporting Exhibit T
18. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
19. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
20. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Irene Dugan
Chuckwagon Concessions
5019 Solitude Court
Alta Loma, CA 91737
Phone (951) 660-1363
Email chuckwagonbbq1@aol.com

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

 Signature

 Signature

 Title

Chief Business Development Officer
 Title

 Date

 Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

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

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

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Exhibit A

PRODUCTS AND OR SERVICES

Chuckwagon Concessions

Location/Space: Family Fair Way #20A

Agreement No: **26519**

Date: May 1, 2026

Fresh Frys
Ranch Frys
Chili Frys
Cheese Frys
Chili Cheese Frys
Garlic Frys
Monkey Frys

Blooming Onion with Ranch Dressing
Blooming Onion with Cheese Sauce
Blooming Onion with Chili Sauce
Blooming Onion with Chili Cheese Sauce
Blooming Onion Topped with Frys, Ranch and Jalapeños
Blooming Onion Topped with Frys, Cheese and Jalapeños
Blooming Onion Topped with Frys, Chili and Jalapeños
Blooming Onion Topped with Frys, Chili, Cheese and Jalapeños

Deep Fried Green Beans with Ranch Dressing

Chicken Tenders
Chicken Tenders with Fresh Frys
Chicken Tenders with Green Beans

Extra Toppings

Cheese
Ranch Dressing
Thousand Island Dressing
Jalapeños
Chili

Beverages

Soft Drinks
Bottled Water

REVIEWED _____
APPROVED _____

AGREEMENT NO. **26520**
DATE **May 1, 2026**

CONCESSION RENTAL AGREEMENT

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

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **FFW #20** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2026 and ends on 8/21/2026. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based and priority need basis.
4. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
5. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves fountain soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
6. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	30' x 9'	Mobile Food - Trailer	\$6,500.00

7. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:
Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/07/2026	25% of Gross Sales from 7/17-8/02/2026	Payment Calculation
Final Payment	8/17/2026	Greater of 25% of Gross Sales from 8/05-8/16/2026 or Guarantee balance	Payment Calculation

*Final payment subject to OC Fair audit and adjustment if applicable.

**Payments postmarked after the due date will be subject to a late fee of \$100

8. **Signed Rental Agreement and Certificate of Insurance are due on or before May 27, 2026.**
9. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
10. 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
11. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
12. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

13. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
14. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties.
15. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.
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 interests of Association.
17. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
 - Products and Services Exhibit A
 - California Fair Services Authority Insurance Requirements Exhibit B
 - Standard Contract Terms and Conditions Exhibit C
 - Map of Fairgrounds Depicting Premises Exhibit D
 - Assembly Bill 1499 Exhibit F
 - Organic Waste Reduction Exhibit G
 - Trussing/Temporary Special Event Structure Construction & Safety Code Exhibit S
 - GenAI Technology Use & Reporting Exhibit T
18. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
19. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
20. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Irene Dugan
Chuckwagon Concessions
5019 Solitude Court
Alta Loma, CA 91737
Phone (951) 660-1363
Email chuckwagonbbq1@aol.com

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

 Signature

 Signature

 Title

Chief Business Development Officer
 Title

 Date

 Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

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

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

Executive Order N-6-22 – Russia Sanctions

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

Exhibit A

PRODUCTS AND OR SERVICES

Chuckwagon Concessions

Location/Space: Family Fair Way #20

Agreement No: **26520**

Date: May 1, 2026

BBQ Sandwiches

Beef Brisket
Sausage
Chopped Pork

BBQ Beef Sundae
BBQ Chopped Pork Sundae
BBQ Pork Rib Basket
BBQ Pork Rib Snack Basket

Waffle Fries
Waffle Fries with Cheese or Ranch Dressing
Brisket Waffle Fries
Chopped Pork Waffle Fries
Cowboy 3 Meat Waffle Fries

Sides & Extras

Bun
Texas Toast
Mashed Potatoes
Ranch Dressing
Cheese Sauce
Whole Brisket
Pork Rib Slab

Beverages

Soft Drinks
Bottled Soft Drinks
Iced Tea
Lemonade
Bottled Water

REVIEWED _____
APPROVED _____

AGREEMENT NO. **26521**
DATE **May 1, 2026**

CONCESSION RENTAL AGREEMENT

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

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **FS #9A, #9B** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2026 and ends on 8/21/2026. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based and priority need basis.
4. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
5. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves fountain soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
6. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	30' x 20'	Mobile Food - Trailer	\$6,500.00

7. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:
Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/07/2026	25% of Gross Sales from 7/17-8/02/2026	Payment Calculation
Final Payment	8/17/2026	Greater of 25% of Gross Sales from 8/05-8/16/2026 or Guarantee balance	Payment Calculation

*Final payment subject to OC Fair audit and adjustment if applicable.

**Payments postmarked after the due date will be subject to a late fee of \$100

8. **Signed Rental Agreement and Certificate of Insurance are due on or before May 27, 2026.**
9. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
10. 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
11. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
12. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

13. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
14. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties.
15. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.
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 interests of Association.
17. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
 - Products and Services Exhibit A
 - California Fair Services Authority Insurance Requirements Exhibit B
 - Standard Contract Terms and Conditions Exhibit C
 - Map of Fairgrounds Depicting Premises Exhibit D
 - Assembly Bill 1499 Exhibit F
 - Organic Waste Reduction Exhibit G
 - Trussing/Temporary Special Event Structure Construction & Safety Code Exhibit S
 - GenAI Technology Use & Reporting Exhibit T
18. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
19. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
20. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Irene Dugan
Chuckwagon Concessions
5019 Solitude Court
Alta Loma, CA 91737
Phone (951) 660-1363
Email chuckwagonbbq1@aol.com

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

 Signature

 Signature

 Title

Chief Business Development Officer
 Title

 Date

 Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

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

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

Executive Order N-6-22 – Russia Sanctions

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

Exhibit A

PRODUCTS AND OR SERVICES

Chuckwagon Concessions

Location/Space: Fair Square #9A, #9B

Agreement No: 26521

Date: May 1, 2026

BBQ Sandwiches

Beef Brisket, Chopped Pork, Shredded Chicken
Mac N' Cheese Brisket, Chopped Pork or Shredded Chicken

BBQ Pork Rib Basket
BBQ Pork Rib Snack Basket
BBQ Chopped Pork or Shredded Chicken Sundae
BBQ Beef Sundae

Buckaroo Kids Meal-6" Hot Dog, Macaroni & Cheese and Small Drink

Hot Dogs

Little Doggie
Little Chili Doggie
½ lb. Big Doggie
½ lb. Big Chili Doggie

½ lb. Sausage
Turkey Leg

½ lb. Rangeburger
½ lb. Rangeburger with Cheese

Waffle Fries
Brisket Waffle Fries
Pork or Chicken Waffle Fries
Cowboy 3 Meat Waffle Fries
Chili Waffle Fries
Cheese Waffle Fries
Chili Cheese Waffle Fries

Sides/Extras

Mashed Potatoes
Cowpoke Beans
Coleslaw
Macaroni & Cheese
Mexican Corn
½ lb. Rangeburger Patty
Whole Brisket
Pork Rib Slab
Bun
Texas Toast
Cheese Slice
Chili
Ranch Dressing
Cheese Sauce
Grilled Corn
Cup of Corn

Beverages:

Soft Drinks
Bottled Soft Drinks
Iced Tea
Lemonade
Bottled Water

REVIEWED _____
APPROVED _____

AGREEMENT NO. **26552**
DATE **May 6, 2026**
Revised May 5, 2026

CONCESSION RENTAL AGREEMENT

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

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **LL #21** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2026 and ends on 8/21/2026. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based and priority need basis.
4. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
5. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves fountain soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
6. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	10' x 20'	Mobile Food - Trailer	\$6,500.00
Camping 1 Space			\$1,425.00

7. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:
Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	5/19/2026	Camping 1 Space	\$1,425.00
Second Payment	8/07/2026	25% of Gross Sales from 7/17-8/02/2026	Payment Calculation
Final Payment	8/17/2026	Greater of 25% of Gross Sales from 8/05-8/16/2026 or Guarantee balance	Payment Calculation

*Final payment subject to OC Fair audit and adjustment if applicable.
**Payments postmarked after the due date will be subject to a late fee of \$100

8. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before May 19, 2026.**
9. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
10. 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
11. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.

12. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.
13. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
14. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties.
15. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.
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 interests of Association.
17. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
 - Products and Services Exhibit A
 - California Fair Services Authority Insurance Requirements Exhibit B
 - Standard Contract Terms and Conditions Exhibit C
 - Map of Fairgrounds Depicting Premises Exhibit D
 - Assembly Bill 1499 Exhibit F
 - Organic Waste Reduction Exhibit G
 - Trussing/Temporary Special Event Structure Construction & Safety Code Exhibit S
 - GenAI Technology Use & Reporting Exhibit T
18. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
19. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
20. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Dillon Buscay
Fair Pretzels LLC
26110 N. 121st Avenue
Peoria, AZ 85383
Phone (424) 303-1004
Email contact@fairpretzels.com

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

 Signature

 Signature

 Title

Chief Business Development Officer
 Title

 Date

 Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

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

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

Executive Order N-6-22 – Russia Sanctions

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

Exhibit A

PRODUCTS AND OR SERVICES

Fair Pretzels LLC

Location/Space: Livestock Lane #21

Agreement No: **26552**

Date: May 6, 2026

Revised May 5, 2026

Shave Ice:

One Flavor

Two Flavors

Rainbow

Add Sweet Cream

Toppings

Specialty Shave Ice:

Mango & Chamoy

Watermelon Twist

Lemonade

Bottled Water

REVIEWED _____
APPROVED _____

AGREEMENT NO. **26546**
DATE **May 1, 2026**

CONCESSION RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **M2D2, LLC dba MoonGoat Coffee Roasters** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **HB #109** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2026 and ends on 8/21/2026. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based and priority need basis.
4. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
5. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves fountain soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
6. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	10' x 10'	Temporary Food-Corner	\$4,725.00
Vendor Application Fee			\$ 50.00

7. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:
Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	5/19/2026	Vendor Application Fee	\$ 50.00
Second Payment	8/07/2026	25% of Gross Sales from 7/17-8/02/2026	Payment Calculation
Final Payment	8/17/2026	Greater of 25% of Gross Sales from 8/05-8/16/2026 or Guarantee balance	Payment Calculation

*Final payment subject to OC Fair audit and adjustment if applicable.
**Payments postmarked after the due date will be subject to a late fee of \$100

8. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before May 19, 2026.**
9. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
10. 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
11. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.

12. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.
13. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
14. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties.
15. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.
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 interests of Association.
17. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
 - Products and Services Exhibit A
 - California Fair Services Authority Insurance Requirements Exhibit B
 - Standard Contract Terms and Conditions Exhibit C
 - Map of Fairgrounds Depicting Premises Exhibit D
 - Assembly Bill 1499 Exhibit F
 - Organic Waste Reduction Exhibit G
 - Trussing/Temporary Special Event Structure Construction & Safety Code Exhibit S
 - GenAI Technology Use & Reporting Exhibit T
18. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
19. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
20. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

David Yardley
M2D2, LLC dba MoonGoat Coffee Roasters
3609 W MacArthur Blvd #803
Santa Ana, CA 92704
Phone (714) 944-3441
Email brendan@moongoat.com

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

 Signature

 Signature

 Title

Chief Business Development Officer
 Title

 Date

 Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
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6. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

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

Executive Order N-6-22 – Russia Sanctions

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

Exhibit A

PRODUCTS AND OR SERVICES

M2D2, LLC dba MoonGoat Coffee Roasters

Location/Space: Huntington Beach #109

Agreement No: **26546**

Date: May 1, 2026

Hot Coffee
Latte
Cappuccino
Flat White
Hot Chocolate/Chocolate Mocha
Matcha Latte
Cold Brú

Strawberry Matcha Latte
Cold Foam Cold Brú

Orange Creamsicle Slushie
Churro Slushie
Hulk Juice Slushie

Pastries:

Banana Chocolate Loaf
Chocolate Donut

Syrups:

Vanilla
Dulce de Leche
Mocha
Cascara
Honey
Sugar Free Vanilla

Extra Shot:

Espresso
Matcha

Cold Foam:

Sea Salt Cold Foam
Strawberry Watermelon Cold Foam

Milk:

Whole
Nonfat
Koatji
Heavy Cream

REVIEWED _____
APPROVED _____

AGREEMENT NO. 26548
DATE April 24, 2026

CONCESSION RENTAL AGREEMENT

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

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CW #3** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2026 and ends on 8/212/2026. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based and priority need basis.
4. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
5. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves fountain soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
6. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	76' x 20'	Mobile Food - Trailer	\$6,500.00
Camping 1 Space			\$1,425.00

7. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:
Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	5/19/2026	Camping 1 Space and Vendor Application Fee	\$1,425.00
Second Payment	8/07/2026	25% of Gross Sales from 7/17-8/02/2026	Payment Calculation
Final Payment	8/17/2026	Greater of 25% of Gross Sales from 8/05-8/16/2026 or Guarantee balance	Payment Calculation

*Final payment subject to OC Fair audit and adjustment if applicable.

**Payments postmarked after the due date will be subject to a late fee of \$100

8. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before May 19, 2026.**
9. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
10. 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
11. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.

12. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.
13. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
14. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties.
15. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.
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 interests of Association.
17. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
 - Products and Services Exhibit A
 - California Fair Services Authority Insurance Requirements Exhibit B
 - Standard Contract Terms and Conditions Exhibit C
 - Map of Fairgrounds Depicting Premises Exhibit D
 - Assembly Bill 1499 Exhibit F
 - Organic Waste Reduction Exhibit G
 - Trussing/Temporary Special Event Structure Construction & Safety Code Exhibit S
 - GenAI Technology Use & Reporting Exhibit T
18. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
19. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
20. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Nathan Vandewarker
Maverick Concepts, LLC
 1074 Ariel Place
 Escondido, CA 92027
 Phone (760) 580-3122
 Email nathans_email@yahoo.com

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

 Signature

 Signature

 Title

Chief Business Development Officer
 Title

 Date

 Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

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

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

Executive Order N-6-22 – Russia Sanctions

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

Exhibit A

PRODUCTS AND OR SERVICES

Maverick Concepts, LLC

Location/Space: Centennial Way #3

Agreement No: **26548**

Date: April 24, 2026

Fresh Fruit Cups

Toppers: tajin®, Chamoy, Lime

Gourmet Caramel Apples:

Caramel

Caramel with Nuts

Caramel and Chocolate

Caramel and Chocolate with Nuts

Apple Pie

Cheesecake

Toffee

Oreo®

Additional Toppings – Mini M&M's®, Sprinkles, Coconut

Chocolate Covered:

Strawberries

Licorice

Beverages:

Fruit Smoothies: Strawberry Banana, Peach, Mixed Berry

Fair-y Dusted Craft Lemonade: (Pickle Lemonade, Barbie Lemonade, Dragonfruit Lemonade, Peach Passionfruit, Watermelon Limeade, Cucumber Jalapeño Lime, Grapefruit Lemonade)

Teas

Tapioca Pearls

Flavored Pearls

Cold Foam

Specialty Drinks

Viral Asian Street Food

Japanese Cream Sandwiches

Tanghulu

Korean Marshmallow Ice Cream

REVIEWED _____
APPROVED _____

AGREEMENT NO. **26547**
DATE **April 24, 2026**

CONCESSION RENTAL AGREEMENT

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

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **LL #8** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2026 and ends on 8/21/2026. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based and priority need basis.
4. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
5. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves fountain soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
6. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	15' x 20'	Mobile Food - Trailer	\$6,500.00
Camping 3 Spaces			\$4,275.00
Vendor Application Fee			\$ 50.00

7. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:
Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	5/19/2026	Camping 3 Spaces and Vendor Application Fee	\$4,325.00
Second Payment	8/07/2026	25% of Gross Sales from 7/17-8/02/2026	Payment Calculation
Final Payment	8/17/2026	Greater of 25% of Gross Sales from 8/05-8/16/2026 or Guarantee balance	Payment Calculation

*Final payment subject to OC Fair audit and adjustment if applicable.
**Payments postmarked after the due date will be subject to a late fee of \$100

8. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before May 19, 2026.**
9. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
10. 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
11. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.

12. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.
13. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
14. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties.
15. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.
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 interests of Association.
17. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
 - Products and Services Exhibit A
 - California Fair Services Authority Insurance Requirements Exhibit B
 - Standard Contract Terms and Conditions Exhibit C
 - Map of Fairgrounds Depicting Premises Exhibit D
 - Assembly Bill 1499 Exhibit F
 - Organic Waste Reduction Exhibit G
 - Trussing/Temporary Special Event Structure Construction & Safety Code Exhibit S
 - GenAI Technology Use & Reporting Exhibit T
18. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
19. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
20. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Nathan Vandewarker
Maverick Concepts, LLC
1074 Ariel Place
Escondido, CA 92027
Phone (760) 580-3122
Email nathans_email@yahoo.com

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

 Signature

 Signature

 Title

Chief Business Development Officer
 Title

 Date

 Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

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

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

Executive Order N-6-22 – Russia Sanctions

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

Exhibit A

PRODUCTS AND OR SERVICES

Maverick Concepts, LLC

Location/Space: Livestock Lane #8

Agreement No: **26547**

Date: April 24, 2026

Giant Mexican Funnel Cake
Mexican Funnel Cake

Funnel Cake Toppings:

Strawberries
Whipped Cream
Oreo®

Bacon Wrapped Grilled Sausage
Jumbo Sausage
Bacon Wrapped Hot Dog
Jumbo Hot Dog
Cheesy Bacon Bombs
Avocado Fries
Fries

Papas

Cheese
Beans & Cheese
Pork
Chicken

Paletas with Toppings
Fruit Cups
Churro Stick

Beverages

Teas
Tapioca and Flavored Pearls
Cold Foam
Specialty Drinks

Iced Tea
Bottled Soft Drinks
Bottled Water

REVIEWED _____
APPROVED _____

AGREEMENT NO. **26557**
DATE **April 24, 2026**

CONCESSION RENTAL AGREEMENT

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

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CW #14, #15, #16** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2026 and ends on 8/21/2026. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based and priority need basis.
4. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
5. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves fountain soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
6. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	40' x 40'	Mobile Food - Trailer	\$6,500.00
Camping 2 Spaces			\$2,800.00
Vendor Application Fee			\$ 50.00

7. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:
Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	5/19/2026	Camping 2 Spaces and Vendor Application Fee	\$2,900.00
Second Payment	8/07/2026	25% of Gross Sales from 7/17-8/02/2026	Payment Calculation
Final Payment	8/17/2026	Greater of 25% of Gross Sales from 8/05-8/16/2026 or Guarantee balance	Payment Calculation

*Final payment subject to OC Fair audit and adjustment if applicable.
**Payments postmarked after the due date will be subject to a late fee of \$100

8. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before May 19, 2026.**
9. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
10. 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
11. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.

12. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.
13. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
14. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties.
15. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.
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 interests of Association.
17. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
 - Products and Services Exhibit A
 - California Fair Services Authority Insurance Requirements Exhibit B
 - Standard Contract Terms and Conditions Exhibit C
 - Map of Fairgrounds Depicting Premises Exhibit D
 - Assembly Bill 1499 Exhibit F
 - Organic Waste Reduction Exhibit G
 - Trussing/Temporary Special Event Structure Construction & Safety Code Exhibit S
 - GenAI Technology Use & Reporting Exhibit T
18. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
19. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
20. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Jeanette Vieira
Robert Jackson Enterprises, Inc.
19151 Highway 94
Dulzura, CA 91917
Phone (760) 473-9863
Email jeanette@robertjacksonenterprises.com

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

 Signature

 Signature

 Title

Chief Business Development Officer
 Title

 Date

 Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

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

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

Executive Order N-6-22 – Russia Sanctions

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

Exhibit A

PRODUCTS AND OR SERVICES

Robert Jackson Enterprises, Inc.

Location/Space: Centennial Way #14, #15, #16

Agreement No: **26557**

Date: April 24, 2026

Charbroiled Corn on the Cob
Mexican Street Corn on the Cob
Flaming Hot Corn on the Cob

Cup of Corn
Esquites Street Elote en Vaso
Esquites Street Elote en Vaso with Hot Cheese
Street Corn Tosti Elotes

Build Your Own Corn Toppings

Giant Baked Potato

Fries & Tots

Fries
Garlic n' Parm Fries
Street Corn Fries
Tater Tots
Tot-zilla
Ribbon Fries
Curly Fries

Build Your Own Potato, Fries and Tots Toppings

Beverages:

Soft Drinks
Bottled Water