

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

1 of 3

NEW

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-003-26	Vivid Special Events, LLC	Repticon	Consumer Show (CON)	Huntington Beach Building (#12)	11/06/26-11/09/26	\$24,226.50
R-012-26	SOCA Fights	Fight Club OC	Competition/Tournament (COM)	The Hangar	08/26/26-08/28/26	\$21,933.75
R-018-26	Gem Faire, Inc.	Gem Faire	Consumer Show (CON)	Costa Mesa Building (#10); Main Mall; Santa Ana Pavilion (Parade of Products)	08/26/26-08/31/26	\$55,237.50
R-019-26	Gem Faire, Inc.	Gem Faire	Consumer Show (CON)	Costa Mesa Building (#10); Main Mall; Santa Ana Pavilion (Parade of Products)	10/06/26-10/11/26	\$55,237.50
R-022-26	Ultimate Trade Shows & Events, Inc.	OC Fall Home Show	Consumer Show (CON)	Anaheim Building (#16); Los Alamitos Building (#14)	10/09/26-10/13/26	\$30,427.00
R-034-26	Adentope, Inc. dba Japan Product Promotion	OC Japan Fair	Cultural Festival (CULTU)	Anaheim Building (#16); Los Alamitos Building (#14); Main Mall; OC Promenade (Span); Parking Lot I	10/15/26-10/19/26	\$193,205.00
R-038-26	Silver Ince Productions	OC Wine Fest	Consumer Show (CON)	The Hangar	11/06/26-11/08/26	\$26,177.00
R-042-26	Orange County Wine Society	OCWS - Chili Cook Off	Meeting/Seminar (MEE)	Courtyard	10/10/26-10/10/26	\$2,695.00
R-091-26	Bonnier Corporation	Off-Road Expo	Consumer Show (CON)	Anaheim Building (#16); Costa Mesa Building (#10); Courtyard; Huntington Beach Building (#12); Los Alamitos Building (#14); Main Mall; OC Promenade (Span); Parking Lot I; Santa Ana Pavilion (Parade of Products); The Hangar	09/28/26-10/05/26	\$157,384.50
R-098-26	Celebration Festivals LLC	Winter Fest OC	Festival (FST)	Parking Lot A (North)	11/02/26-01/13/27	\$372,516.63
R-109-26	OC Card Show	OC Card Show	Consumer Show (CON)	Los Alamitos Building (#14); OC Promenade (Span)	09/11/26-09/14/26	\$32,064.50
R-111-26	The OC Marathon	OC Fair Fun Run	Competition/Tournament (COM)	All Grounds; Run Course	08/09/26-08/09/26	See Exhibit A
R-115-26	The Toxic Group	Halloween Night	Party (PAR)	Costa Mesa Building (#10)	10/31/26-11/01/26	\$28,077.00
R-116-26	Newport-Mesa Unified School District	NMUSD College & Career Night	Other (OTH)	Costa Mesa Building (#10); Huntington Beach Building (#12); Santa Ana Pavilion (Parade of Products)	10/21/26-10/21/26	\$25,279.50
R-117-26	FJS Productions dba The Great Junk Hunt	The Great Junk Hunt	Consumer Show (CON)	Anaheim Building (#16); Los Alamitos Building (#14); OC Promenade (Span); The Hangar	11/12/26-11/14/26	\$57,962.00

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2 of 3

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CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-118-26	City of Costa Mesa	City of Costa Mesa 4th of July Celebration	Festival (FST)	Parking Lot A (South)	07/02/26-07/04/26	Payment: \$40,052.00 In-Kind Trade: \$32,400.00
R-119-26	California Online Public Schools	Fall Festival	Banquet (BAN)	Country Meadows; Huntington Beach Building (#12); Santa Ana Pavilion (Parade of Products)	10/15/26-10/15/26	\$19,461.25
R-120-26	NAIOP SoCal	Night at the Fights	Competition/Tournament (COM)	Main Mall; OC Promenade (Span); The Hangar	10/07/26-10/09/26	\$39,502.00
R-122-26	ALL4 LLC	BHI Company Picnic	Party (PAR)	Club OC Plaza Pacifica West	07/25/26-07/25/26	\$730.00
R-123-26	US Bank	Q1 Top Producer	Party (PAR)	Club OC Plaza Pacifica West	08/06/26-08/06/26	\$730.00
R-124-26	OC Card Show	OC Card Show	Consumer Show (CON)	The Hangar	10/30/26-11/02/26	\$25,689.50
R-125-26	Shoreline Dog Fanciers Association	Shoreline Dog Fanciers Association	Competition/Tournament (COM)	Anaheim Building (#16); Los Alamitos Building (#14); OC Promenade (Span)	08/27/26-08/30/26	\$69,791.50
R-128-26	Teamsters Union Local 952	Teamsters Local 952 Holiday Party	Party (PAR)	Los Alamitos Building (#14)	12/19/26-12/19/26	\$10,819.50
R-130-26	Sugar Plum Festivals	Sugar Plum Arts & Crafts Festivals	Other (OTH)	Costa Mesa Building (#10)	11/04/26-11/09/26	\$38,238.00
R-131-26	OC Card Show	OC Card Show	Consumer Show (CON)	Costa Mesa Building (#10)	11/27/26-11/30/26	\$27,074.50
R-132-26	Blue Bowl Superfoods LLC	Blue Bowl - Company Gathering	Party (PAR)	Club OC Plaza Pacifica West	08/14/26-08/14/26	\$775.00
R-133-26	Leslie & John Sykes	Sam Tucker Sykes Memorial	Party (PAR)	Baja Grill	08/30/26-08/30/26	\$4,777.50
R-134-26	The Bully Reunion	The Bully Reunion	Consumer Show (CON)	The Hangar	12/04/26-12/05/26	\$24,677.00
R-135-26	The One Up Group	TRA Holiday Party	Party (PAR)	Main Mall; The Hangar	12/17/26-12/20/26	\$26,692.00
R-138-26	Orange County Community Services	Orange County Community - Job Fair	Other (OTH)	Los Alamitos Building (#14)	11/10/26-11/10/26	Payment: \$5,953.25 In-Kind Trade: \$7,775.00
RA-EQC025-26	Stiegler Show Productions, LLC	SP Week 4 Horse Show	Competition/Tournament (COM)	Arena #1 & #2	8/28-30/2026	\$14,865.00
RA-EQC026-26	Erin Gonzalez	The Ranch Community Center Equestrian Facility Boarding	Horse Boarding & Care	Box Stall (1)	8/1/26-12/31/26	\$4,895.00
RA-EQC027-26	Carol Meyers	The Ranch Community Center Equestrian Facility Boarding	Horse Boarding & Care	Box Stall (1)	11/1/26-12/31/26	\$1,958.00
RA-EQC028-26	Monica Bali	The Ranch Community Center Equestrian Facility Boarding	Horse Boarding & Care	Box Stall (1)	8/1/26-12/31/26	\$4,895.00
RA-EQC029-26	Wendy Serafin	The Ranch Community Center Equestrian Facility Boarding	Horse Boarding & Care	Double Box Stall (1)	10/15/26-12/31/26	\$3,895.00

AMENDMENTS

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-105-26 (Amend. #1)	Orange County Womens Business Chamber	October 2026 Open	Amended: removed one event day	Costa Mesa Building (#10), Santa Ana Pavilion (Parade of Products)	10/27/26-10/28/26	\$26,417.00

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CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-105-26 (Amend. #2)	Orange County Womens Business Chamber	October 2026 Open	Amended: removed move in day	Costa Mesa Building (#10), Santa Ana Pavilion (Parade of Products)	10/27/26-10/28/26	\$22,717.00
R-135-26 (Amend. #1)	The One Up Group	TRA Holiday Party	Amended: attendance increased, increased parking buyout	Main Mall; The Hangar	12/17/26-12/20/26	\$27,442.00

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-003-26**

DATE **August 22, 2026**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

November 6 - 9, 2026

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

See Exhibit A

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

Repticon

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

\$24,226.50

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

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

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

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

**Vivid Special Events, LLC
5999 Dundee Road, Ste 600
Winter Haven, FL 33884**

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

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

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

EXHIBIT A

Event Information			
Event Name:	Repticon	Contract No:	R-003-26
Contact Person:	Lisa Parker	Phone:	(863) 268-4273 x200
Event Date:	11/07/2026 - 11/08/2026	Hours:	Saturday: 9:00 AM - 4:00 PM
			Saturday Auction: 4:30 PM - 6:00 PM
			Sunday: 10:00 AM - 4:00 PM
Admission Price:	\$7.00 - \$20.00		
Vehicle Parking Fee:	\$15.00 General Parking	Projected Attendance:	2,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Huntington Beach Building (#12)	11/06/2026 09:30 AM - 08:00 PM	Move In	1,950.00
Saturday			
Huntington Beach Building (#12)	11/07/2026 09:00 AM - 05:00 PM	Event	3,900.00
Sunday			
Huntington Beach Building (#12)	11/08/2026 10:00 AM - 04:00 PM	Event	3,900.00
Monday			
Huntington Beach Building (#12)	11/09/2026 06:00 AM - 11:59 AM	Move Out	No Charge
Total:			9,750.00

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

Move out must be completed by 11:59 AM Monday - November 9, 2026 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Dumpster	Estimate 9	9.00	EA	20.00	EA	180.00
Electrical Splitter Box	Estimate 18	18.00	EA	55.00	EA	990.00
Electrical Usage Rate	Estimate Only	1.00	EA	1,150.00	EVT	1,150.00
Forklift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Hang Tag - 2 Day	Estimate 56	56.00	EA	14.00	EA	784.00
Marquee Board	11/02/2026 - 11/08/2026	1.00	EA	Included		Included
Portable Electronic Message Board	11/07/2026 - 11/08/2026	2.00	EA	75.00	EA/DAY	300.00
Public Address System (Per Building)	11/07/2026 - 11/08/2026	1.00	EA	75.00	EA/DAY	150.00
Scissor Lift	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Sweeper (In-House)	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Total:						4,304.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	35.00	HR	280.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Electrician	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Event Day						
Grounds Attendant Lead	11/07/2026 08:00AM - 05:00PM	1.00	EA	35.00	HR	315.00
Grounds Attendant	11/07/2026 08:00AM - 05:00PM	1.00	EA	30.00	HR	270.00
Janitorial Attendant	11/07/2026 08:00AM - 05:00PM	2.00	EA	30.00	HR	540.00

EXHIBIT A

Event Information						
Grounds Attendant Lead	11/08/2026 09:00AM - 05:00PM	1.00	EA	35.00	HR	280.00
Grounds Attendant	11/08/2026 09:00AM - 05:00PM	1.00	EA	30.00	HR	240.00
Janitorial Attendant	11/08/2026 09:00AM - 05:00PM	2.00	EA	30.00	HR	480.00
Clean Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	35.00	HR	280.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Electrician	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Event Sales & Services						
Event Coordinator	11/07/2026 08:00AM - 05:00PM	1.00	EA	57.50	HR	517.50
Event Coordinator	11/08/2026 09:00AM - 05:00PM	1.00	EA	57.50	HR	460.00
Parking						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	35.00	HR	280.00
Parking Attendant	Estimate 16 Hours	16.00	HR	30.00	HR	480.00
Safety & Security						
Security Attendant - Overnight	11/06/2026 09:00PM - 07:00AM	1.00	EA	30.00	HR	300.00
Security Attendant	11/07/2026 08:00AM - 06:30PM	1.00	EA	30.00	HR	315.00
Security Attendant	11/07/2026 08:00AM - 04:30PM	2.00	EA	30.00	HR	510.00
Security Attendant - Overnight	11/07/2026 07:00PM - 08:00AM	1.00	EA	30.00	HR	390.00
Security Attendant	11/08/2026 09:00AM - 04:30PM	2.00	EA	30.00	HR	450.00
Technology						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
Outside Services						
Emergency Medical Services	11/07/2026 08:30AM - 04:30PM	2.00	EA	35.00	HR	560.00
Emergency Medical Services	11/08/2026 09:30AM - 04:30PM	2.00	EA	35.00	HR	490.00
State Fire Marshal	TBD					
	Estimate Only (Plan Review and/or Site Inspection)	TBD	HR	263.00	HR	TBD
Total:						9,172.50
Summary						
Facility Rental Total						\$9,750.00
Estimated Equipment, Reimbursable Personnel and Services Total						\$13,476.50
Refundable Deposit						\$1,000.00
Grand Total:						\$24,226.50
Payment Schedule						
Payment Schedule			Due Date		Amount	
First Payment			Upon Signing		\$8,075.50	
Second Payment			9/7/2026		\$8,075.50	
Third Payment			10/6/2026		\$8,075.50	
Total:						\$24,226.50

Please Remit Payment by *Check or Credit Card Only*
(3.8% credit card processing fee will automatically be added to the amount authorized)
ALL PAYMENTS ARE NON REFUNDABLE

EXHIBIT A

Event Information

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

RECYCLING / SB 1383

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

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-012-26**

DATE **August 15, 2026**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

August 26 - 27, 2026

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

See Exhibit A

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

Fight Club OC

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

\$21,933.75

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

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

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

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

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

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

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

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

EXHIBIT ☐

Event Information				
Event Name:	Fight Club OC	Contract No:	R-012-26	
Contact Person:	Roy Englebrecht	Phone:	(949) 235-6155	
Event Date:	08/27/2026	Hours:	Happy Hour (Baja Grill):	5:30 PM - 6:30 PM
			Doors:	6:00 PM
Admission Price:	Adult: \$40.00 - \$80.00		Event:	7:00 PM - 10:00 PM
Vehicle Parking Fee:	\$15.00 General Parking	Projected Attendance:	1,200	

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
The Hangar	08/26/2026 06:00 AM - 11:59 PM	Move In	625.00
Thursday			
The Hangar	08/27/2026 05:30 PM - 10:00 PM	Event	2,900.00
Total:			3,525.00

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

Move out must be completed by 11:59 PM Thursday - August 27, 2026 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
25 MB Internet - Hard Line	08/27/2026	2.00	EA	250.00	EA/DAY	500.00
100 Amp Drop	Estimate 2	2.00	EA	180.00	EA	360.00
200 Amp Drop	As Needed Per Request	TBD	EA	360.00	EA	TBD
Barricade (Plastic)	Flat Rate (Delivery & Pick Up Only, No Set Up)	1.00	EA	200.00	FLAT	200.00
Bleacher (100 Seat Section)	Estimate 3	3.00	EA	200.00	EA	600.00
Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	Estimate 350	350.00	EA	1.00	EA	350.00
Chair (Tied)	Estimate 975	975.00	EA	2.00	EA	1,950.00
Dumpster	Estimate 6	6.00	EA	20.00	EA	120.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	250.00	EVT	250.00
EVOLV - Weapon Detection System	08/27/2026	1.00	EA	800.00	EA/DAY	800.00
Folding Table (Rectangular)	Estimate 2	2.00	EA	15.00	EA	30.00
Forklift	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Hang Tag - 1 Day	TBD	TBD	EA	7.00	EA	TBD
Man Lift (Banners)	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Marquee Board	08/21/2026 - 08/27/2026	1.00	WK	Included		Included
Portable Electronic Message Board	08/27/2026	2.00	EA	75.00	EA/DAY	150.00
Projector and Screen	08/27/2026	1.00	EA	1,500.00	EA/DAY	1,500.00
Scissor Lift (Production)	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Stanchion	Estimate 45	45.00	EA	1.00	EA	45.00
Sweeper (In-House)	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Wireless Internet Router	Estimate 1	1.00	EA	75.00	EA	75.00
Total:						8,130.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 16 Hours	16.00	HR	30.00	HR	480.00
Electrician	Estimate 2 Hours	2.00	HR	75.00	HR	150.00

EXHIBIT ☐

Event Information

Event Day

Grounds Attendant Lead	08/27/2026 05:30PM - 10:00PM	1.00	EA	35.00	HR	157.50
Grounds Attendant	08/27/2026 05:30PM - 10:00PM	2.00	EA	30.00	HR	270.00
Janitorial Attendant	08/27/2026 05:30PM - 10:00PM	2.00	EA	30.00	HR	270.00
Electrician	08/27/2026 05:30PM - 10:00PM	1.00	EA	75.00	HR	337.50

Clean Up

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

Event Sales & Services

Event Coordinator	08/27/2026 05:30PM - 10:00PM	1.00	EA	57.50	HR	258.75
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Parking

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

Security Attendant Lead	08/27/2026 06:15PM - 10:45PM	1.00	EA	35.00	HR	157.50
Security Attendant	08/27/2026 04:30PM - 09:00PM	2.00	EA	30.00	HR	270.00
Security Attendant	08/27/2026 06:15PM - 10:45PM	5.00	EA	30.00	HR	675.00

Technology

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

Orange County Sheriff Services	08/27/2026 Estimate Only	1.00	EA	5,650.00	EVT	5,650.00
State Fire Marshal	TBD	TBD	HR	263.00	HR	TBD

Total: 9,778.75

Summary

Facility Rental Total	\$3,525.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$17,908.75
Refundable Deposit	\$500.00

Grand Total: \$21,933.75

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$21,933.75

Total: \$21,933.75

Please Remit Payment by *Check or Credit Card Only*

(3.8% credit card processing fee will automatically be added to the amount authorized)

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

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

EXHIBIT ☐

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

BOOKING PROTECTION

In an effort to ensure that no two (2) similar combative sports events take place in The Hangar in close proximity to regularly scheduled Fight Club OC shows throughout the entire 2026 Season, the OCFEC shall not book fight events with any other promoter within the two (2) week period prior and/or after scheduled Fight Club OC event dates.

CANNABIS EVENTS

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

CANOPIES / TENTS

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

CHAIRS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

FUTURE TERMS

Future terms and agreements subject to change.

OAK VIEW GROUP dba OVG HOSPITALITY

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

PARKING PASS LIST

Event Producer will provide a Parking Pass List for Gate 4. Each name on the list will be charged back to the Event Producer at \$7.00 per name. The Parking Pass List will only be accepted at Gate 4.

Additionally, a vehicle count will be conducted for all V.I.P. Season Pass holders and will be charged back to the Event Producer at \$7.00 per vehicle at final settlement.

PEPSI BEVERAGES

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

EXHIBIT ☐

Event Information

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-018-26**

REVIEWED _____

DATE **July 11, 2026**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

August 26 - 31, 2026

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

See Exhibit A

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

Gem Faire

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

\$55,237.50

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

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

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

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

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

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

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

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

EXHIBIT ☐

Event Information			
Event Name:	Gem Faire	Contract No:	R-018-26
Contact Person:	Peter Gao	Phone:	(626) 833-0778
Event Date:	08/28/2026 - 08/30/2026	Hours:	Friday Wholesale: 10:00 AM - 12:00 PM Friday: 12:00 PM - 6:00 PM Saturday: 10:00 AM - 6:00 PM Sunday: 10:00 AM - 5:00 PM
Admission Price:	Adult: \$7 weekend pass (discount coupon online) Child: Under 12 Free		
Vehicle Parking Fee:	\$15.00 General Parking	Projected Attendance:	1,600

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
Costa Mesa Building (#10)	08/26/2026 08:00 AM - 08:00 PM	Move In	2,450.00
¼ Main Mall	08/26/2026 08:00 AM - 08:00 PM	Move In	250.00
½ Santa Ana Pavilion (Parade of Products)	08/26/2026 08:00 AM - 08:00 PM	Move In	625.00
Thursday			
Costa Mesa Building (#10)	08/27/2026 08:00 AM - 08:00 PM	Move In	2,450.00
¼ Main Mall	08/27/2026 08:00 AM - 08:00 PM	Move In	250.00
½ Santa Ana Pavilion (Parade of Products)	08/27/2026 08:00 AM - 08:00 PM	Move In	625.00
Friday			
Costa Mesa Building (#10)	08/28/2026 10:00 AM - 06:00 PM	Event	4,900.00
¼ Main Mall	08/28/2026 10:00 AM - 06:00 PM	Event	500.00
½ Santa Ana Pavilion (Parade of Products)	08/28/2026 10:00 AM - 06:00 PM	Event	1,250.00
Saturday			
Costa Mesa Building (#10)	08/29/2026 10:00 AM - 06:00 PM	Event	4,900.00
¼ Main Mall	08/29/2026 10:00 AM - 06:00 PM	Event	500.00
½ Santa Ana Pavilion (Parade of Products)	08/29/2026 10:00 AM - 06:00 PM	Event	1,250.00
Sunday			
Costa Mesa Building (#10)	08/30/2026 10:00 AM - 05:00 PM	Event	4,900.00
¼ Main Mall	08/30/2026 10:00 AM - 05:00 PM	Event	500.00
½ Santa Ana Pavilion (Parade of Products)	08/30/2026 10:00 AM - 05:00 PM	Event	1,250.00
Monday			
Costa Mesa Building (#10)	08/31/2026 08:00 AM - 12:00 PM	Move Out	No Charge
¼ Main Mall	08/31/2026 08:00 AM - 12:00 PM	Move Out	No Charge
½ Santa Ana Pavilion (Parade of Products)	08/31/2026 08:00 AM - 12:00 PM	Move Out	No Charge

Total: 26,600.00

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

Move out must be completed by 12:00 PM Monday - August 31, 2026 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
50 Amp Drop	Estimate 10	10.00	EA	70.00	EA	700.00
Barricade (Plastic)	Estimate 55	55.00	EA	15.00	EA	825.00
Cable Ramp	Estimate 6	6.00	EA	15.00	EA	90.00
Dumpster	Estimate 12	12.00	EA	20.00	EA	240.00
Electrical Splitter Box	Estimate 17	17.00	EA	55.00	EA	935.00
Electrical Usage Rate	Estimate Only	1.00	EA	2,100.00	EVT	2,100.00

EXHIBIT ☐

Event Information						
Forklift	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Man Lift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Marquee Board	08/03/2026 - 08/30/2026	4.00	WK	Included		Included
Portable Electronic Message Board	08/28/2026 - 08/30/2026	2.00	EA	75.00	EA/DAY	450.00
Public Address System (Per Building)	08/28/2026 - 08/30/2026	2.00	EA	75.00	EA/DAY	450.00
Scissor Lift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Ticket Booth (Double Window)	Estimate 1	1.00	EA	100.00	EA	100.00
Trussing Unit	TBD	TBD	EA	100.00	EA	TBD
Total:						7,015.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 9 Hours	9.00	HR	30.00	HR	270.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Electrician	Estimate 10 Hours	10.00	HR	75.00	HR	750.00
Event Day						
Grounds Attendant Lead	08/28/2026 09:00AM - 06:00PM	1.00	EA	35.00	HR	315.00
Grounds Attendant	08/28/2026 09:00AM - 06:00PM	2.00	EA	30.00	HR	540.00
Janitorial Attendant	08/28/2026 09:00AM - 06:00PM	3.00	EA	30.00	HR	810.00
Grounds Attendant Lead	08/29/2026 09:00AM - 06:00PM	1.00	EA	35.00	HR	315.00
Grounds Attendant	08/29/2026 09:00AM - 06:00PM	2.00	EA	30.00	HR	540.00
Janitorial Attendant	08/29/2026 09:00AM - 06:00PM	3.00	EA	30.00	HR	810.00
Grounds Attendant Lead	08/30/2026 09:00AM - 05:00PM	1.00	EA	35.00	HR	280.00
Grounds Attendant	08/30/2026 09:00AM - 05:00PM	2.00	EA	30.00	HR	480.00
Janitorial Attendant	08/30/2026 09:00AM - 05:00PM	3.00	EA	30.00	HR	720.00
Clean Up						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	35.00	HR	175.00
Grounds Attendant	Estimate 10 Hours	10.00	HR	30.00	HR	300.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Electrician	Estimate 9 Hours	9.00	HR	75.00	HR	675.00
<u>Event Sales & Services</u>						
Event Coordinator	08/28/2026 09:00AM - 06:00PM	1.00	EA	57.50	HR	517.50
Event Coordinator	08/29/2026 09:00AM - 06:00PM	1.00	EA	57.50	HR	517.50
Event Coordinator	08/30/2026 09:00AM - 05:00PM	1.00	EA	57.50	HR	460.00
Parking						
Parking Attendant Lead	Estimate 9 Hours	9.00	HR	35.00	HR	315.00
Parking Attendant	Estimate 18 Hours	18.00	HR	30.00	HR	540.00
<u>Safety & Security</u>						
Security Attendant	08/27/2026 09:00AM - 06:00PM	1.00	EA	30.00	HR	270.00
Security Attendant - Overnight	08/27/2026 06:00PM - 07:00AM	1.00	EA	30.00	HR	390.00
Security Attendant Lead	08/28/2026 09:00AM - 06:30PM	1.00	EA	35.00	HR	332.50
Security Attendant	08/28/2026 09:00AM - 06:30PM	8.00	EA	30.00	HR	2,280.00
Security Attendant - Overnight	08/28/2026 06:00PM - 07:00AM	1.00	EA	30.00	HR	390.00

EXHIBIT

Event Information						
Security Attendant Lead	08/29/2026 09:00AM - 06:30PM	1.00	EA	35.00	HR	332.50
Security Attendant	08/29/2026 09:00AM - 06:30PM	8.00	EA	30.00	HR	2,280.00
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<u>Technology</u>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<u>Outside Services</u>						
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Emergency Medical Services	08/29/2026 09:30AM - 06:30PM	2.00	EA	35.00	HR	630.00
Emergency Medical Services	08/30/2026 09:30AM - 05:30PM	2.00	EA	35.00	HR	560.00
Orange County Sheriff Services	TBD	TBD	EA	TBD	EVT	TBD
State Fire Marshal	TBD	TBD	HR	263.00	HR	TBD
Total:						20,822.50

Summary

Facility Rental Total	\$26,600.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$27,837.50
Refundable Deposit	\$800.00
Grand Total:	\$55,237.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$55,237.50
Total:		\$55,237.50

Please Remit Payment by *Check or Credit Card Only*

(3.8% credit card processing fee will automatically be added to the amount authorized)

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

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

EXHIBIT ☐

Event Information

CANOPIES / TENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

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

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-019-26**

REVIEWED _____

DATE **July 24, 2026**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

October 6 - 11, 2026

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

See Exhibit A

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

Gem Faire

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

\$55,237.50

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

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

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

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

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

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

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

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

EXHIBIT ☐

Event Information			
Event Name:	Gem Faire	Contract No:	R-019-26
Contact Person:	Peter Gao	Phone:	(626) 833-0778
Event Date:	10/08/2026 - 10/10/2026	Hours:	Friday Wholesale: 10:00 AM - 12:00 PM Friday: 12:00 PM - 6:00 PM Saturday: 10:00 AM - 6:00 PM Sunday: 10:00 AM - 5:00 PM
Admission Price:	Adult: \$7 weekend pass (discount coupon online) Child: Under 12 Free		
Vehicle Parking Fee:	\$15.00 General Parking	Projected Attendance:	1,600

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

Total: 26,600.00

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

Move out must be completed by 12:00 PM Monday - October 11, 2026 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
50 Amp Drop	Estimate 10	10.00	EA	70.00	EA	700.00
Barricade (Plastic)	Estimate 55	55.00	EA	15.00	EA	825.00
Cable Ramp	Estimate 6	6.00	EA	15.00	EA	90.00
Dumpster	Estimate 12	12.00	EA	20.00	EA	240.00
Electrical Splitter Box	Estimate 17	17.00	EA	55.00	EA	935.00
Electrical Usage Rate	Estimate Only	1.00	EA	2,100.00	EVT	2,100.00

EXHIBIT ☐

Event Information						
Forklift	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Man Lift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Marquee Board	09/14/2026 - 10/10/2026	4.00	WK	Included		Included
Portable Electronic Message Board	10/08/2026 - 10/10/2026	2.00	EA	75.00	EA/DAY	450.00
Public Address System (Per Building)	10/08/2026 - 10/10/2026	2.00	EA	75.00	EA/DAY	450.00
Scissor Lift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Ticket Booth (Double Window)	Estimate 1	1.00	EA	100.00	EA	100.00
Trussing Unit	TBD	TBD	EA	100.00	EA	TBD
Total:						7,015.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 9 Hours	9.00	HR	30.00	HR	270.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Electrician	Estimate 10 Hours	10.00	HR	75.00	HR	750.00
Event Day						
Grounds Attendant Lead	10/08/2026 09:00AM - 06:00PM	1.00	EA	35.00	HR	315.00
Grounds Attendant	10/08/2026 09:00AM - 06:00PM	2.00	EA	30.00	HR	540.00
Janitorial Attendant	10/08/2026 09:00AM - 06:00PM	3.00	EA	30.00	HR	810.00
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Grounds Attendant	10/10/2026 09:00AM - 05:00PM	2.00	EA	30.00	HR	480.00
Janitorial Attendant	10/10/2026 09:00AM - 05:00PM	3.00	EA	30.00	HR	720.00
Clean Up						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	35.00	HR	175.00
Grounds Attendant	Estimate 10 Hours	10.00	HR	30.00	HR	300.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Electrician	Estimate 9 Hours	9.00	HR	75.00	HR	675.00
<u>Event Sales & Services</u>						
Event Coordinator	10/08/2026 09:00AM - 06:00PM	1.00	EA	57.50	HR	517.50
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<u>Parking</u>						
Parking Attendant Lead	Estimate 9 Hours	9.00	HR	35.00	HR	315.00
Parking Attendant	Estimate 18 Hours	18.00	HR	30.00	HR	540.00
<u>Safety & Security</u>						
Security Attendant	10/07/2026 09:00AM - 06:00PM	1.00	EA	30.00	HR	270.00
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EXHIBIT ☐

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OAK VIEW GROUP dba OVG HOSPITALITY

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FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-022-26**

DATE **July 19, 2026**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

October 9 - 13, 2026

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

See Exhibit A

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

OC Fall Home Show

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

\$30,427.00

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

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

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

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

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

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

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

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

EXHIBIT ☐

Event Information				
Event Name:	OC Fall Home Show	Contract No:	R-022-26	
Contact Person:	Sylvia Andersen	Phone:	(801) 599-6664	
Event Date:	10/10/2026 - 10/11/2026	Hours:	Saturday: 10:00 AM - 6:00 PM Sunday: 10:00 AM - 5:00 PM	

Admission Price:	Free			
Vehicle Parking Fee:	\$15.00 General Parking	Projected Attendance:	1,000	

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Anaheim Building (#16)	10/09/2026 08:00 AM - 11:00 PM	Move In	1,400.00
Los Alamitos Building (#14)	10/09/2026 08:00 AM - 10:00 PM	Move In	1,750.00
Saturday			
Anaheim Building (#16)	10/10/2026 10:00 AM - 06:00 PM	Event	2,800.00
Los Alamitos Building (#14)	10/10/2026 10:00 AM - 06:00 PM	Event	3,500.00
Sunday			
Anaheim Building (#16)	10/11/2026 10:00 AM - 05:00 PM	Event	2,800.00
Los Alamitos Building (#14)	10/11/2026 10:00 AM - 05:00 PM	Event	3,500.00
Monday			
Anaheim Building (#16)	10/12/2026 06:00 AM - 12:00 PM	Move Out	No Charge
Los Alamitos Building (#14)	10/12/2026 06:00 AM - 12:00 PM	Move Out	No Charge

Total: 15,750.00

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

Move out must be completed by 12:00 PM Monday - October 12, 2026 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
Cable Ramp	Estimate 6	6.00	EA	15.00	EA	90.00
Dumpster	Estimate 5	5.00	EA	20.00	EA	100.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	575.00	EVT	575.00
Forklift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Marquee Board	10/05/2026 - 10/11/2026	1.00	WK	Included		Included
Portable Electronic Message Board	10/10/2026 - 10/11/2026	2.00	EA	75.00	EA/DAY	300.00
Public Address System (Per Building)	10/10/2026 - 10/11/2026	1.00	EA	75.00	EA/DAY	150.00
Scissor Lift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Total:						1,890.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	35.00	HR	175.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Electrician	Estimate 2 Hours	2.00	HR	75.00	HR	150.00

EXHIBIT

Event Information

Event Day

Grounds Attendant Lead	10/10/2026 09:00AM - 07:00PM	1.00	EA	35.00	HR	350.00
Grounds Attendant	10/10/2026 09:00AM - 07:00PM	1.00	EA	30.00	HR	300.00
Janitorial Attendant	10/10/2026 09:00AM - 07:00PM	4.00	EA	30.00	HR	1,200.00
Electrician	10/10/2026 09:00AM - 07:00PM	1.00	EA	75.00	HR	750.00
Grounds Attendant Lead	10/11/2026 09:00AM - 06:00PM	1.00	EA	35.00	HR	315.00
Grounds Attendant	10/11/2026 09:00AM - 06:00PM	1.00	EA	30.00	HR	270.00
Janitorial Attendant	10/11/2026 09:00AM - 06:00PM	4.00	EA	30.00	HR	1,080.00
Electrician	10/11/2026 09:00AM - 06:00PM	1.00	EA	75.00	HR	675.00

Clean Up

Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	35.00	HR	175.00
Grounds Attendant	Estimate 12 Hours	12.00	HR	30.00	HR	360.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Electrician	Estimate 2 Hours	2.00	HR	75.00	HR	150.00

Event Sales & Services

Event Coordinator	10/10/2026 09:00AM - 07:00PM	1.00	EA	57.50	HR	575.00
Event Coordinator	10/11/2026 09:00AM - 06:00PM	1.00	EA	57.50	HR	517.50

Parking

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

Safety & Security

Security Attendant	10/10/2026 09:00AM - 06:30PM	2.00	EA	30.00	HR	570.00
Security Attendant	10/11/2026 09:00AM - 05:30PM	2.00	EA	30.00	HR	510.00

Technology

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

Emergency Medical Services	10/10/2026 09:30AM - 06:30PM	2.00	EA	35.00	HR	630.00
Emergency Medical Services	10/11/2026 09:30AM - 05:30PM	2.00	EA	35.00	HR	560.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Total: 11,287.00

Summary

Facility Rental Total	\$15,750.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$13,177.00
Refundable Deposit	\$1,500.00

Grand Total: **\$30,427.00**

Payment Schedule

Payment Schedule

First Payment	<i>Upon Signing</i>	\$15,213.50
Second Payment	09/09/2026	\$15,213.50

Total: \$30,427.00

EXHIBIT ☐

Event Information

Please Remit Payment by *Check or Credit Card Only*

(3.8% credit card processing fee will automatically be added to the amount authorized)

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

BANNERS

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

RECYCLING / SB 1383

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

EXHIBIT ☐

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-034-26**

REVIEWED _____

DATE **July 19, 2026**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

October 15 - 19, 2026

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

See Exhibit A

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

OC Japan Fair

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

\$193,205.00

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

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

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

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

Adentope, Inc. dba Japan Product Promotion
21171 S Western Avenue, Suite 2639
Torrance, CA 90501

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

By _____ Date: _____
Title: Masataka Taguchi, Producer

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

EXHIBIT ☐

Event Information			
Event Name:	OC Japan Fair	Contract No:	R-034-26
Contact Person:	Masataka Taguchi	Phone:	(310) 782-8279
Event Date:	10/16/2026 - 10/18/2026	Hours:	Friday: 4:00 PM - 10:00 PM Saturday: 12:00 PM - 10:00 PM Sunday: 11:00 AM - 7:00 PM
Admission Price:	\$9.00 - \$18.00		
Vehicle Parking Fee:	\$15.00 General Parking	Projected Attendance:	15,000

Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
Thursday				
Anaheim Building (#16)	10/15/2026 07:00 AM - 10:00 PM	Move In	1,400.00	
Los Alamitos Building (#14)	10/15/2026 07:00 AM - 10:00 PM	Move In	1,750.00	
½ Main Mall	10/15/2026 07:00 AM - 10:00 PM	Move In	500.00	
OC Promenade (Span)	10/15/2026 07:00 AM - 10:00 PM	Move In	1,400.00	
Parking Lot I	10/15/2026 07:00 AM - 10:00 PM	Move In	1,150.00	
Friday				
Anaheim Building (#16)	10/16/2026 04:00 PM - 10:00 PM	Event	2,800.00	
Los Alamitos Building (#14)	10/16/2026 04:00 PM - 10:00 PM	Event	3,500.00	
½ Main Mall	10/16/2026 04:00 PM - 10:00 PM	Event	1,000.00	
OC Promenade (Span)	10/16/2026 04:00 PM - 10:00 PM	Event	2,800.00	
Parking Lot I	10/16/2026 04:00 PM - 10:00 PM	Event	2,300.00	
Saturday				
Anaheim Building (#16)	10/17/2026 12:00 PM - 10:00 PM	Event	2,800.00	
Los Alamitos Building (#14)	10/17/2026 12:00 PM - 10:00 PM	Event	3,500.00	
½ Main Mall	10/17/2026 12:00 PM - 10:00 PM	Event	1,000.00	
OC Promenade (Span)	10/17/2026 12:00 PM - 10:00 PM	Event	2,800.00	
Parking Lot I	10/17/2026 12:00 PM - 10:00 PM	Event	2,300.00	
Sunday				
Anaheim Building (#16)	10/18/2026 11:00 AM - 07:00 PM	Event	2,800.00	
Los Alamitos Building (#14)	10/18/2026 11:00 AM - 07:00 PM	Event	3,500.00	
½ Main Mall	10/18/2026 11:00 AM - 07:00 PM	Event	1,000.00	
OC Promenade (Span)	10/18/2026 11:00 AM - 07:00 PM	Event	2,800.00	
Parking Lot I	10/18/2026 11:00 AM - 07:00 PM	Event	2,300.00	
Monday				
Anaheim Building (#16)	10/19/2026 07:00 AM - 11:59 AM	Move Out	No Charge	
Los Alamitos Building (#14)	10/19/2026 07:00 AM - 11:59 AM	Move Out	No Charge	
½ Main Mall	10/19/2026 07:00 AM - 11:59 AM	Move Out	No Charge	
OC Promenade (Span)	10/19/2026 07:00 AM - 11:59 AM	Move Out	No Charge	
Parking Lot I	10/19/2026 07:00 AM - 11:59 AM	Move Out	No Charge	

Total: 43,400.00

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

Move out must be completed by 11:59 AM Monday - October 19, 2026 to avoid additional charges.

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 6	6.00 EA	25.00 EA	150.00

EXHIBIT ☐

Event Information						
50 Amp Drop	Estimate 1	1.00	EA	70.00	EA	70.00
100 Amp Drop	TBD	TBD	EA	180.00	EA	TBD
200 Amp Drop	TBD	TBD	EA	360.00	EA	TBD
400 Amp Drop	Estimate 2	2.00	EA	720.00	EA	1,440.00
40 Yard Dumpster	Estimate 12	12.00	EA	251.00	EA	3,012.00
A-Frame	Estimate 24	24.00	EA	15.00	EA	360.00
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Cable Ramp	Estimate 135	135.00	EA	15.00	EA	2,025.00
Dumpster	TBD	TBD	EA	20.00	EA	TBD
Electrical Splitter Box	Estimate 100	100.00	EA	55.00	EA	5,500.00
Electrical Usage Rate	Estimate Only	1.00	EA	4,500.00	EVT	4,500.00
EVOLV - Weapon Detection System	10/16/2026 - 10/18/2026	1.00	EA	800.00	EA/DAY	2,400.00
Forklift	Estimate 52 Hours	52.00	HR	75.00	HR	3,900.00
Forklift (40 Yard Dumpsters)	Estimate 28 Hours	28.00	HR	75.00	HR	2,100.00
Hang Tag - 3 Day	Estimate 140	140.00	EA	21.00	EA	2,940.00
Man Lift	Estimate 7 Hours	7.00	HR	75.00	HR	525.00
Marquee Board	09/21/2026 - 10/18/2026	4.00	WK	Included		Included
Picnic Table (Rectangular & Round)	Estimate 201	201.00	EA	15.00	EA	3,015.00
Portable Electronic Message Board	10/16/2026 - 10/18/2026	2.00	EA	75.00	EA/DAY	450.00
Portable Light Pole	Estimate 4	4.00	EA	100.00	EA	400.00
Pressure Washer	TBD	TBD	EA	75.00	EA	TBD
Public Address System (Per Building)	TBD	TBD	EA	75.00	EA/DAY	TBD
Scissor Lift	Estimate 8 Hours	8.00	HR	75.00	HR	600.00
Stanchion	Estimate 130	130.00	EA	5.00	EA	650.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Ticket Booth (Double Window)	Estimate 1	1.00	EA	100.00	EA	100.00
Tonnage Weight (40 Yard Dumpster)	Estimate 28 Tons	28.00	TON	86.00	TON	2,408.00
Umbrella w/Stand	Estimate 138	138.00	EA	15.00	EA	2,070.00
Total:						38,840.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 16 Hours	16.00	HR	35.00	HR	560.00
Grounds Attendant	Estimate 60 Hours	60.00	HR	30.00	HR	1,800.00
Janitorial Attendant	Estimate 24 Hours	24.00	HR	30.00	HR	720.00
Electrician	Estimate 73 Hours	73.00	HR	75.00	HR	5,475.00
Plumber	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Event Day						
Grounds Attendant Lead	10/16/2026 02:00PM - 11:00PM	1.00	EA	35.00	HR	315.00
Grounds Attendant	10/16/2026 02:00PM - 11:00PM	6.00	EA	30.00	HR	1,620.00
Janitorial Attendant Lead	10/16/2026 02:00PM - 11:00PM	1.00	EA	35.00	HR	315.00
Janitorial Attendant	10/16/2026 02:00PM - 11:00PM	20.00	EA	30.00	HR	5,400.00
Electrician	10/16/2026 02:00PM - 11:00PM	1.00	EA	75.00	HR	675.00
Grounds Attendant Lead	10/17/2026 11:00AM - 11:00PM	1.00	EA	35.00	HR	420.00
Grounds Attendant	10/17/2026 11:00AM - 11:00PM	6.00	EA	30.00	HR	2,160.00
Janitorial Attendant Lead	10/17/2026 11:00AM - 11:00PM	1.00	EA	35.00	HR	420.00
Janitorial Attendant	10/17/2026 11:00AM - 11:00PM	20.00	EA	30.00	HR	7,200.00
Electrician	10/17/2026 11:00AM - 11:00PM	1.00	EA	75.00	HR	900.00

1

Event Information	
Event Name	2024 Annual Conference on Sustainable Development
Event Date	15-17 October 2024
Event Location	Grand Hotel, New York City, USA
Event Type	Conference
Event Description	This conference aims to bring together experts and practitioners to discuss the latest trends and challenges in sustainable development, focusing on climate change, social equity, and economic growth.
Event Organized By	Global Sustainability Institute
Event Contact Person	Dr. Jane Smith, Director of Events
Event Contact Email	jane.smith@gsi.org
Event Contact Phone	+1 212 555 1234
Event Website	www.gsi.org/conference2024
Event Registration Fee	\$500 (Early Bird: \$400)
Event Registration Link	www.gsi.org/register
Event Sponsor	Green Future Foundation
Event Co-Sponsor	United Nations Development Programme (UNDP)
Event Partner	World Economic Forum
Event Venue	Grand Hotel, New York City, USA
Event Address	123 Main Street, New York, NY 10001, USA
Event City	New York City, USA
Event State	New York, USA
Event Country	USA
Event Continent	North America
Event Region	Eastern United States
Event Sub-Region	New York City Area
Event District	Manhattan
Event Neighborhood	Midtown West
Event Street	123 Main Street
Event Zip Code	10001
Event Postal Code	10001
Event Postal Office	New York City, NY
Event Postal Country	USA
Event Postal Continent	North America
Event Postal Region	Eastern United States
Event Postal Sub-Region	New York City Area
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Grounds Attendant Lead	10/18/2026 10:00AM - 08:00PM	1.00	EA	35.00	HR	350.00
Grounds Attendant	10/18/2026 10:00AM - 08:00PM	6.00	EA	30.00	HR	1,800.00
Janitorial Attendant Lead	10/18/2026 10:00AM - 08:00PM	1.00	EA	35.00	HR	350.00
Janitorial Attendant	10/18/2026 10:00AM - 08:00PM	20.00	EA	30.00	HR	6,000.00
Electrician	10/18/2026 10:00AM - 08:00PM	1.00	EA	75.00	HR	750.00

Clean Up

Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	35.00	HR	280.00
Grounds Attendant	Estimate 57 Hours	57.00	HR	30.00	HR	1,710.00
Janitorial Attendant	Estimate 20 Hours	20.00	HR	30.00	HR	600.00
Electrician	Estimate 26 Hours	26.00	HR	75.00	HR	1,950.00
Plumber	Estimate 1 Hours	1.00	HR	75.00	HR	75.00

Event Sales & Services

Event Coordinator	10/16/2026 02:00PM - 11:00PM	1.00	EA	57.50	HR	517.50
Event Coordinator	10/17/2026 11:00AM - 11:00PM	1.00	EA	57.50	HR	690.00
Event Coordinator	10/18/2026 10:00AM - 08:00PM	1.00	EA	57.50	HR	575.00

Parking

Parking Attendant Lead	Estimate 9 Hours	9.00	HR	35.00	HR	315.00
Parking Attendant	Estimate 27 Hours	27.00	HR	30.00	HR	810.00

Safety & Security

Security Attendant - Overnight	10/15/2026 05:00PM - 08:00AM	2.00	EA	30.00	HR	900.00
Security Attendant Lead	10/16/2026 03:00PM - 10:30PM	1.00	EA	35.00	HR	262.50
Security Attendant	10/16/2026 03:00PM - 10:30PM	18.00	EA	30.00	HR	4,050.00
Security Attendant - EVOLV	10/16/2026 03:00PM - 10:00PM	5.00	EA	30.00	HR	1,050.00
Security Attendant - Overnight	10/16/2026 10:00PM - 07:00AM	2.00	EA	30.00	HR	540.00
Security Attendant Lead	10/17/2026 11:00AM - 10:30PM	1.00	EA	35.00	HR	402.50
Security Attendant	10/17/2026 11:00AM - 10:30PM	18.00	EA	30.00	HR	6,210.00
Security Attendant - EVOLV	10/17/2026 11:00AM - 10:00PM	5.00	EA	30.00	HR	1,650.00
Security Attendant - Overnight	10/17/2026 10:00PM - 08:00AM	2.00	EA	30.00	HR	600.00
Security Attendant Lead	10/18/2026 10:00AM - 07:30PM	1.00	EA	35.00	HR	332.50
Security Attendant - EVOLV	10/18/2026 10:00AM - 07:00PM	5.00	EA	30.00	HR	1,350.00
Security Attendant	10/18/2026 10:00AM - 07:30PM	18.00	EA	30.00	HR	5,130.00

Technology

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

Emergency Medical Services	10/16/2026 03:30PM - 10:30PM	3.00	EA	35.00	HR	735.00
Emergency Medical Services	10/17/2026 11:30AM - 10:30PM	4.00	EA	35.00	HR	1,540.00
Emergency Medical Services	10/18/2026 10:30AM - 07:30PM	4.00	EA	35.00	HR	1,260.00
Orange County Sheriff Services	Estimate Only	1.00	EA	31,300.00	EVT	31,300.00
Sound Engineer	10/16/2026 - 10/18/2026	1.00	EA	845.00	EA/DAY	2,535.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	5.00	HR	263.00	HR	1,315.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	2,750.00	EVT	2,750.00

Total: 108,965.00

EXHIBIT ☐

Event Information

Summary

Facility Rental Total	\$43,400.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$147,805.00
Refundable Deposit	\$2,000.00
Grand Total:	\$193,205.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$64,401.75
Second Payment	08/15/2026	\$64,401.75
Third Payment	09/15/2026	\$64,401.50
Total:		\$193,205.00

Please Remit Payment by *Check or Credit Card Only*

(3.8% credit card processing fee will automatically be added to the amount authorized)

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

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

3-COMPARTMENT SINKS

All 3-compartment sinks must be on-site for installation by no later than **8:00 AM on Friday - October 16, 2026**. Late arrivals may result in an increase above the number of Plumber setup hours listed on Exhibit A. Additional Plumber labor is \$75.00 per

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

BANNERS

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

EXHIBIT ☐

Event Information

DRONES

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

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

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

FOOD VENDORS

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

GLASS

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

HEALTH DEPARTMENT

Renter has agreed to be the Health Department coordinator for all food and beverage vendors at the 2026 OC Japan Fair.

INFLATABLE AMUSEMENTS AND ATTRACTIONS

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

OUTSIDE FOOD VENDORS

OVG Hospitality, the OCFEC Master Concessionaire will allow Adentope, Inc. dba Japan Product Promotion to operate independent food booths at \$175.00 per each 10'x10' space for the first thirty (30) food booths. Each food booth in excess of the first thirty (30) 10'x10' spaces will be charged \$150.00 per space. OVG Hospitality will invoice Adentope, Inc. dba Japan Product Promotion for the total amount due and will require full payment prior to the start of the event. Payment must be made by no later than **Thursday - October 15, 2026**.

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

PROPANE

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

EXHIBIT ☐

Event Information

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

TEMPORARY STRUCTURES

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

FORM F-31

AGREEMENT NO. **R-038-26**

REVIEWED _____

DATE **August 22, 2026**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

November 6 - 8, 2026

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

See Exhibit A

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

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

OC Wine Fest

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

\$26,177.00

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

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

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

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

Silver Ince Productions
21131 Via Canon
Yorba Linda, CA 92887

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

By: _____ Date: _____
Title: **Corey Silverman, Chief of Operations**

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

EXHIBIT ☐

Event Information					
Event Name:	OC Wine Fest	Contract No:	R-038-26		
Contact Person:	Corey Silverman	Phone:	(714) 865-4100		
Event Date:	11/07/2026 - 11/08/2026	Hours:	Saturday: 12:00 PM - 8:00 PM	VIP: 11:30 AM	
			Sunday: 12:00 PM - 3:00 PM	VIP: 11:30 AM	
Admission Price:	\$60.00 - \$100.00				
Vehicle Parking Fee:	\$15.00 General Parking		Projected Attendance:	1,800	

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
The Hangar	11/06/2026 07:00 AM - 08:00 PM	Move In	2,012.50
Saturday			
The Hangar	11/07/2026 11:30 AM - 08:00 PM	Event	4,025.00
Sunday			
The Hangar	11/08/2026 11:30 AM - 03:00 PM	Event	4,025.00
Total:			10,062.50

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

Move out must be completed by 11:59 PM Sunday - November 8, 2026 to avoid additional charges.

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>	<u>Actual</u>
Barricade (Plastic)	Estimate 20	20.00	EA	15.00 EA	300.00
Dumpster	Estimate 13	13.00	EA	20.00 EA	260.00
Electrical Usage Rate	Estimate Only	1.00	EA	800.00 EVT	800.00
Forklift	Estimate 3 Hours	3.00	HR	75.00 HR	225.00
Man Lift	Estimate 10 Hours	10.00	HR	75.00 HR	750.00
Marquee Board	Estimate 10 Hours	1.00	WK	Included	Included
Picnic Table (Rectangular & Round)	Estimate 8	8.00	EA	15.00 EA	120.00
Portable Electronic Message Board	11/07/2026 - 11/08/2026	2.00	EA	75.00 EA/DAY	300.00
Public Address System (Per Building)	TBD	TBD	EA	75.00 EA/DAY	TBD
Stanchion	Estimate 30	30.00	EA	5.00 EA	150.00
Sweeper (In-House)	Estimate 2 Hours	2.00	HR	75.00 HR	150.00
Total:					3,055.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	35.00	HR	280.00
Grounds Attendant	Estimate 14 Hours	14.00	HR	30.00	HR	420.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Event Day						
Grounds Attendant Lead	11/07/2026 10:30AM - 09:00PM	1.00	EA	35.00	HR	367.50
Grounds Attendant	11/07/2026 10:30AM - 09:00PM	1.00	EA	30.00	HR	315.00
Janitorial Attendant	11/07/2026 10:30AM - 09:00PM	4.00	EA	30.00	HR	1,260.00
Grounds Attendant Lead	11/08/2026 10:30AM - 04:00PM	1.00	EA	35.00	HR	192.50
Grounds Attendant	11/08/2026 10:30AM - 04:00PM	1.00	EA	30.00	HR	165.00
Janitorial Attendant	11/08/2026 10:30AM - 04:00PM	4.00	EA	30.00	HR	660.00

EXHIBIT ☐

Event Information

Clean Up

Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	35.00	HR	280.00
Grounds Attendant	Estimate 12 Hours	12.00	HR	30.00	HR	360.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	30.00	HR	240.00

Event Sales & Services

Event Coordinator	11/07/2026 10:30AM - 09:00PM	1.00	EA	57.50	HR	603.75
Event Coordinator	11/08/2026 10:30AM - 04:00PM	1.00	EA	57.50	HR	316.25

Parking

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

Safety & Security

Security Attendant Lead	11/07/2026 10:30AM - 08:30PM	1.00	EA	35.00	HR	350.00
Security Attendant	11/07/2026 10:30AM - 08:30PM	6.00	EA	30.00	HR	1,800.00
Security Attendant Lead	11/08/2026 10:30AM - 03:30PM	1.00	EA	35.00	HR	175.00
Security Attendant	11/08/2026 10:30AM - 03:30PM	6.00	EA	30.00	HR	900.00

Technology

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

Emergency Medical Services	11/07/2026 11:00AM - 08:30PM	2.00	EA	35.00	HR	665.00
Emergency Medical Services	11/08/2026 11:00AM - 03:30PM	2.00	EA	35.00	HR	315.00
Orange County Sheriff Services	TBD	TBD	EA	TBD	EVT	TBD
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Total: 11,059.50

Summary

Facility Rental Total	\$10,062.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$14,114.50
Refundable Deposit	\$2,000.00

Grand Total: \$26,177.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$8,725.75
Second Payment	09/07/2026	\$8,725.75
Third Payment	10/06/2026	\$8,725.50
Total:		\$26,177.00

Please Remit Payment by *Check or Credit Card Only*

(3.8% credit card processing fee will automatically be added to the amount authorized)

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

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

EXHIBIT ☐

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

EXHIBIT ☐

Event Information

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-042-26**

DATE **August 27, 2026**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

October 10, 2026

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

See Exhibit A

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

OCWS - Chili Cook Off

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

\$2,695.00

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

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

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

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

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

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

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

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

EXHIBIT ☐

Event Information

Event Name:	OCWS - Chili Cook Off	Contract No:	R-042-26
Contact Person:	Fran Gitsham	Phone:	(714) 287-9663
Event Date:	10/10/2026	Hours:	12:00 PM - 9:00 PM
Vehicle Parking Fee:	No Charge for OCWS Members	Projected Attendance:	130

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Courtyard	10/10/2026 08:00 AM - 12:00 PM	Move In	Included
Courtyard	10/10/2026 12:00 PM - 09:00 PM	Event	550.00
Total:			550.00

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

Move out must be completed by 11:59 PM Saturday - October 10, 2026 to avoid additional charges.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 2	2.00 EA	20.00 EA	40.00
Electrical Splitter Box	Estimate 2	2.00 EA	55.00 EA	110.00
Electrical Usage Rate	Estimate Only	1.00 EA	300.00 EVT	300.00
Forklift	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Picnic Table (Rectangular & Round)	Estimate 22	22.00 EA	15.00 EA	330.00
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Total:				1,305.00

Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Grounds Attendant Lead	Estimate 1 Hour	1.00 HR	35.00 HR	35.00
Grounds Attendant	Estimate 6 Hours	6.00 HR	30.00 HR	180.00
Electrician	Estimate 1 Hour	1.00 HR	75.00 HR	75.00
Clean Up				
Grounds Attendant Lead	Estimate 1 Hour	1.00 HR	35.00 HR	35.00
Grounds Attendant	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Electrician	Estimate 1 Hour	1.00 HR	75.00 HR	75.00
Total:				640.00

Summary

Facility Rental Total	\$550.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$1,945.00
Refundable Deposit	\$200.00

Grand Total: \$2,695.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$2,695.00
Total:		\$2,695.00

EXHIBIT ☐

Event Information

Please Remit Payment by *Check or Credit Card Only*

(3.8% credit card processing fee will automatically be added to the amount authorized)

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

RECYCLING / SB 1383

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

EXHIBIT ☐

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-091-26**

REVIEWED _____

DATE **July 6, 2026**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

September 28 - October 5, 2026

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

See Exhibit A

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

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

Off-Road Expo

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

\$157,384.50

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" "S" and "T" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

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

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

Bonnier, LLC
480 North Orlando Avenue, Suite 236
Winter Park, FL 32789

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

By: _____ Date: _____
Title: **Matthew Hickman, Managing Director**

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

EXHIBIT ☐

Event Information			
Event Name:	Off-Road Expo	Contract No:	R-091-26
Contact Person:	Matthew Hickman	Phone:	(206) 295-7140
Event Date:	10/03/2026 - 10/04/2026	Hours:	Saturday: 9:00 AM - 6:00 PM Sunday: 9:00 AM - 5:00 PM

Admission Price:	TBD		
Vehicle Parking Fee:	\$15.00 General Parking	Projected Attendance:	35,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Monday			
Anaheim Building (#16)	09/28/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Costa Mesa Building (#10)	09/28/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Courtyard	09/28/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Huntington Beach Building (#12)	09/28/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Los Alamitos Building (#14)	09/28/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Main Mall	09/28/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
OC Promenade (Span)	09/28/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Parking Lot I	09/28/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Santa Ana Pavilion (Parade of Products)	09/28/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
The Hangar	09/28/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Tuesday			
Anaheim Building (#16)	09/29/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Costa Mesa Building (#10)	09/29/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Courtyard	09/29/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Huntington Beach Building (#12)	09/29/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Los Alamitos Building (#14)	09/29/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Main Mall	09/29/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
OC Promenade (Span)	09/29/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Parking Lot I	09/29/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Santa Ana Pavilion (Parade of Products)	09/29/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
The Hangar	09/29/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Wednesday			
Anaheim Building (#16)	09/30/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Costa Mesa Building (#10)	09/30/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Courtyard	09/30/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Huntington Beach Building (#12)	09/30/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Los Alamitos Building (#14)	09/30/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Main Mall	09/30/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
OC Promenade (Span)	09/30/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Parking Lot I	09/30/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Santa Ana Pavilion (Parade of Products)	09/30/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
The Hangar	09/30/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Thursday			
Anaheim Building (#16)	10/01/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Costa Mesa Building (#10)	10/01/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Courtyard	10/01/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Huntington Beach Building (#12)	10/01/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee

EXHIBIT

Event Information			
Los Alamitos Building (#14)	10/01/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Main Mall	10/01/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
OC Promenade (Span)	10/01/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Parking Lot I	10/01/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Santa Ana Pavilion (Parade of Products)	10/01/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
The Hangar	10/01/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Friday			
Anaheim Building (#16)	10/02/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Costa Mesa Building (#10)	10/02/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Courtyard	10/02/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Huntington Beach Building (#12)	10/02/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Los Alamitos Building (#14)	10/02/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Main Mall	10/02/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
OC Promenade (Span)	10/02/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Parking Lot I	10/02/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Santa Ana Pavilion (Parade of Products)	10/02/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
The Hangar	10/02/2026 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Saturday			
Anaheim Building (#16)	10/03/2026 09:00 AM - 06:00 PM	Event	*See Facility Fee
Costa Mesa Building (#10)	10/03/2026 09:00 AM - 06:00 PM	Event	*See Facility Fee
Courtyard	10/03/2026 09:00 AM - 06:00 PM	Event	*See Facility Fee
Huntington Beach Building (#12)	10/03/2026 09:00 AM - 06:00 PM	Event	*See Facility Fee
Los Alamitos Building (#14)	10/03/2026 09:00 AM - 06:00 PM	Event	*See Facility Fee
Main Mall	10/03/2026 09:00 AM - 06:00 PM	Event	*See Facility Fee
OC Promenade (Span)	10/03/2026 09:00 AM - 06:00 PM	Event	*See Facility Fee
Parking Lot I	10/03/2026 09:00 AM - 06:00 PM	Event	*See Facility Fee
Santa Ana Pavilion (Parade of Products)	10/03/2026 09:00 AM - 06:00 PM	Event	*See Facility Fee
The Hangar	10/03/2026 09:00 AM - 06:00 PM	Event	*See Facility Fee
Sunday			
Anaheim Building (#16)	10/04/2026 09:00 AM - 05:00 PM	Event	*See Facility Fee
Costa Mesa Building (#10)	10/04/2026 09:00 AM - 05:00 PM	Event	*See Facility Fee
Courtyard	10/04/2026 09:00 AM - 05:00 PM	Event	*See Facility Fee
Huntington Beach Building (#12)	10/04/2026 09:00 AM - 05:00 PM	Event	*See Facility Fee
Los Alamitos Building (#14)	10/04/2026 09:00 AM - 05:00 PM	Event	*See Facility Fee
Main Mall	10/04/2026 09:00 AM - 05:00 PM	Event	*See Facility Fee
OC Promenade (Span)	10/04/2026 09:00 AM - 05:00 PM	Event	*See Facility Fee
Parking Lot I	10/04/2026 09:00 AM - 05:00 PM	Event	*See Facility Fee
Santa Ana Pavilion (Parade of Products)	10/04/2026 09:00 AM - 05:00 PM	Event	*See Facility Fee
The Hangar	10/04/2026 09:00 AM - 05:00 PM	Event	*See Facility Fee
Monday			
Anaheim Building (#16)	10/05/2026 06:00 AM - 11:00 PM	Move Out	*See Facility Fee
Costa Mesa Building (#10)	10/05/2026 06:00 AM - 11:00 PM	Move Out	*See Facility Fee
Courtyard	10/05/2026 06:00 AM - 11:00 PM	Move Out	*See Facility Fee
Huntington Beach Building (#12)	10/05/2026 06:00 AM - 11:00 PM	Move Out	*See Facility Fee
Los Alamitos Building (#14)	10/05/2026 06:00 AM - 11:00 PM	Move Out	*See Facility Fee
Main Mall	10/05/2026 06:00 AM - 11:00 PM	Move Out	*See Facility Fee
OC Promenade (Span)	10/05/2026 06:00 AM - 11:00 PM	Move Out	*See Facility Fee
Parking Lot I	10/05/2026 06:00 AM - 11:00 PM	Move Out	*See Facility Fee

EXHIBIT ☐

Event Information			
Santa Ana Pavilion (Parade of Products)	10/05/2026 06:00 AM - 11:00 PM	Move Out	*See Facility Fee
The Hangar	10/05/2026 06:00 AM - 11:00 PM	Move Out	*See Facility Fee
Total:			*See Facility Fee

***Facility Rental Fee - - - OCFEC shall retain twenty percent (20%) of all Gross Admissions Revenue up to One Hundred Thousand Dollars (\$100,000) and eighteen and one-half percent (18.5%) of all Gross Admissions Revenue over One Hundred Thousand Dollars (\$100,000) from the Off Road Expo. Bonnier Corporation guarantees OCFEC a minimum of \$75,000 in Gross Admissions Revenue if percentage calculation yields less than a \$75,000 share. Notwithstanding, OCFEC's guaranteed share of total Gross Admissions Revenue shall be the greater of the above percentage calculation yield or the \$75,000 minimum.**

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

Move out must be completed by 11:00 PM Monday - October 5, 2026 to avoid additional charges.

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 32	32.00	EA	25.00 EA	800.00
30 Amp Drop	Estimate 4	4.00	EA	50.00 EA	200.00
50 Amp Drop	Estimate 6	6.00	EA	70.00 EA	420.00
100 Amp Drop	TBD	TBD	EA	180.00 EA	TBD
200 Amp Drop	Estimate 3	3.00	EA	360.00 EA	1,080.00
400 Amp Drop	TBD	TBD	EA	720.00 EA	TBD
40 Yard Dumpster	Estimate 9	9.00	EA	251.00 EA	2,259.00
A-Frame	TBD	TBD	EA	15.00 EA	TBD
Barricade (Metal)	Estimate 30	30.00	EA	15.00 EA	450.00
Barricade (Plastic)	Estimate 43	43.00	EA	15.00 EA	645.00
Bench (Metal)	TBD	TBD	EA	15.00 EA	TBD
Cable Ramp	Estimate 54	54.00	EA	15.00 EA	810.00
Chair (Individual)	Estimate 34	34.00	EA	2.50 EA	85.00
Cube Tower	Estimate 2	2.00	EA	100.00 EA	200.00
Dumpster	TBD	TBD	EA	20.00 EA	TBD
Electrical Splitter Box	Estimate 50	50.00	EA	55.00 EA	2,750.00
Electrical Usage Rate	Estimate Only	1.00	EA	1,950.00 EVT	1,950.00
Forklift	Estimate 39 Hours	39.00	HR	75.00 HR	2,925.00
Forklift (40 Yard Dumpster)	Estimate 24 Hours	24.00	HR	75.00 HR	1,800.00
Hang Tag - 2 Day	Estimate 529	529.00	EA	14.00 EA	7,406.00
Marquee Board (4 Consecutive Weeks)	09/07/2026 - 10/04/2026	4.00	WK	Included	Included
Picnic Table (Rectangular & Round)	Estimate 32	32.00	EA	15.00 EA	480.00
Portable Electronic Message Board	10/03/2026 - 10/04/2026	3.00	EA	75.00 EA/DAY	450.00
Projector (12,000 Lumens)	TBD	TBD	EA	3,000.00 EA/DAY	TBD
Projector Screen in Hangar	TBD	TBD	EA	300.00 EA/DAY	TBD
RV Camping (Campground)	TBD (2025 = 67 RVs)	TBD	EA	45.00 EA	TBD
Scissor Lift	Estimate 10 Hours	10.00	HR	75.00 HR	750.00
Signage Pole	Estimate 2	2.00	EA	75.00 EA	150.00
Stanchion	Estimate 73	73.00	EA	5.00 EA	365.00
Sweeper (In-House)	Estimate 30 Hours	30.00	HR	75.00 HR	2,250.00
Ticket Booth (Double Window)	Estimate 3	3.00	EA	100.00 EA	300.00
Tonnage Weight (40 Yard Dumpster)	Estimate 14 Tons	14.00	TON	86.00 TON	1,204.00
Traffic Cone	Estimate 150	150.00	EA	2.50 EA	375.00
Trussing Unit	TBD	TBD	EA	100.00 EA	TBD
Umbrella w/Stand	Estimate 15	15.00	EA	15.00 EA	225.00
Total:					30,329.00

EXHIBIT ☐

Event Information						
Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Admissions/Parking Sales</u>						
Ticket Auditor	Estimate 13 Hours	13.00	HR	30.00	HR	390.00
<u>Event Operations</u>						
<u>Set Up</u>						
Grounds Attendant Lead	Estimate 16 Hours	16.00	HR	35.00	HR	560.00
Grounds Attendant	Estimate 70 Hours	70.00	HR	30.00	HR	2,100.00
Janitorial Attendant	Estimate 72 Hours	72.00	HR	30.00	HR	2,160.00
Electrician	Estimate 100 Hours	100.00	HR	75.00	HR	7,500.00
Plumber	Estimate 24 Hours	24.00	HR	75.00	HR	1,800.00
<u>Event Day</u>						
Grounds Attendant Lead	10/03/2026 08:00AM - 07:00PM	1.00	EA	35.00	HR	385.00
Grounds Attendant	10/03/2026 08:00AM - 07:00PM	6.00	EA	30.00	HR	1,980.00
Janitorial Attendant Lead	10/03/2026 08:00AM - 07:00PM	1.00	EA	35.00	HR	385.00
Janitorial Attendant	10/03/2026 08:00AM - 07:00PM	23.00	EA	30.00	HR	7,590.00
Electrician	10/03/2026 08:00AM - 06:00PM	1.00	EA	75.00	HR	750.00
Plumber	10/03/2026 08:00AM - 06:00PM	1.00	EA	75.00	HR	750.00
Grounds Attendant Lead	10/04/2026 08:00AM - 06:00PM	1.00	EA	35.00	HR	350.00
Grounds Attendant	10/04/2026 08:00AM - 06:00PM	6.00	EA	30.00	HR	1,800.00
Janitorial Attendant Lead	10/04/2026 08:00AM - 06:00PM	1.00	EA	35.00	HR	350.00
Janitorial Attendant	10/04/2026 08:00AM - 06:00PM	23.00	EA	30.00	HR	6,900.00
Electrician	10/04/2026 08:00AM - 05:00PM	1.00	EA	75.00	HR	675.00
Plumber	10/04/2026 08:00AM - 05:00PM	1.00	EA	75.00	HR	675.00
<u>Clean Up</u>						
Grounds Attendant Lead	Estimate 16 Hours	16.00	HR	35.00	HR	560.00
Grounds Attendant	Estimate 90 Hours	90.00	HR	30.00	HR	2,700.00
Janitorial Attendant	Estimate 40 Hours	40.00	HR	30.00	HR	1,200.00
Electrician	Estimate 95 Hours	95.00	HR	75.00	HR	7,125.00
Plumber	Estimate 16 Hours	16.00	HR	75.00	HR	1,200.00
<u>Event Sales & Services</u>						
Event Coordinator	10/03/2026 08:00AM - 07:00PM	1.00	EA	57.50	HR	632.50
Event Coordinator	10/04/2026 08:00AM - 06:00PM	1.00	EA	57.50	HR	575.00
<u>Parking</u>						
<u>Set Up</u>						
Parking Attendant Lead	10/01/2026 06:00AM - 10:00PM	2.00	EA	35.00	HR	1,120.00
Parking Attendant	10/01/2026 06:00AM - 10:00PM	5.00	EA	30.00	HR	2,400.00
Parking Attendant Lead	10/02/2026 06:00AM - 05:00PM	2.00	EA	35.00	HR	770.00
Parking Attendant	10/02/2026 06:00AM - 05:00PM	5.00	EA	30.00	HR	1,650.00
<u>Clean Up</u>						
Parking Attendant	10/05/2026 04:00PM - 06:00PM	4.00	EA	30.00	HR	240.00
<u>Safety & Security</u>						
Security Attendant Lead	10/03/2026 07:00AM - 07:00PM	1.00	EA	35.00	HR	420.00
Security Attendant Lead	10/04/2026 07:00AM - 06:00PM	1.00	EA	35.00	HR	385.00

EXHIBIT ☐

Event Information

Technology

CAD Services	TBD	TBD	HR	57.50	HR	TBD
Creative Services	TBD	TBD	HR	57.50	HR	TBD
Technology Attendant	TBD (Audio Configuration Fee)	TBD	EA	100.00	EVT	TBD

Outside Services

Orange County Sheriff Services	Estimate Only	1.00	EA	20,000.00	EVT	20,000.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	6.00	HR	263.00	HR	1,578.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	7,400.00	EVT	7,400.00

Total: 87,055.50

Summary

Facility Rental Total	*% of Gross
Facility Fees Advance	\$30,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$117,384.50
Refundable Deposit	\$10,000.00

Grand Total: \$157,384.50

Payment Schedule

Payment Schedule

	Due Date	Amount
First Payment	Upon Signing	\$63,692.25
Second Payment	07/28/2026	\$63,692.25
Third Payment*	08/28/2026	\$30,000.00
Final Payment**	10/09/2026	TBD

Total: \$157,384.50

*Facility Fees Advance
**Final payment of Facility Fee TBD based on 2026 Gross Admissions Revenue.

FORM F-31

AGREEMENT NO. **R-098-26**

REVIEWED _____

DATE **July 23, 2026**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

November 2, 2026 - January 13, 2027

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

See Exhibit A

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

Winter Fest OC

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

\$372,516.63

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

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

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

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

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

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

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

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-109-26**

DATE **July 11, 2026**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

September 11 - 14, 2026

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

See Exhibit A

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

OC Card Show

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

\$32,064.50

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" "S" and "T" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

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

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

OC Card Show
1515 E Katella Avenue
Anaheim, CA 92805

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

By: _____ Date: _____
Title: **Robby Sanchez, Founder**

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

EXHIBIT ☐

Event Information				
Event Name:	OC Card Show	Contract No:	R-109-26	
Contact Person:	Robby Sanchez	Phone:	(714) 404-1608	
Event Date:	09/12/2026 - 09/13/2026	Hours:	Saturday Early Access: 10:00 AM - 11:00 AM	
			Saturday: 11:00 AM - 5:00 PM	
			Sunday: 11:00 AM - 5:00 PM	
Admission Price:	\$5.00 - \$15.00			
Vehicle Parking Fee:	\$15.00 General Parking	Projected Attendance:	2,000	

Booking Function			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Los Alamitos Building (#14)	09/11/2026 07:00 AM - 10:00 PM	Move In	1,750.00
OC Promenade (Span)	09/11/2026 07:00 AM - 10:00 PM	Move In	1,400.00
Saturday			
Los Alamitos Building (#14)	09/12/2026 10:00 AM - 05:00 PM	Event	3,500.00
OC Promenade (Span)	09/12/2026 10:00 AM - 05:00 PM	Event	2,800.00
Sunday			
Los Alamitos Building (#14)	09/13/2026 11:00 AM - 05:00 PM	Event	3,500.00
OC Promenade (Span)	09/13/2026 11:00 AM - 05:00 PM	Event	2,800.00
Monday			
Los Alamitos Building (#14)	09/14/2026 06:00 AM - 11:59 AM	Move Out	No Charge
OC Promenade (Span)	09/14/2026 06:00 AM - 11:59 AM	Move Out	No Charge

Total: 15,750.00

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

Move out must be completed by 11:59 AM Monday - September 14, 2026 to avoid additional charges.

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
4-Channel Audio Mixer	Estimate 1	1.00 EA	35.00 EA	35.00
Chair (Individual)	Estimate 15	15.00 EA	2.50 EA	37.50
Dumpster	Estimate 15	15.00 EA	20.00 EA	300.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
Forklift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Manlift	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Marquee Board	09/07/2026 - 09/13/2026	1.00 WK	Included	Included
Portable Electronic Message Board	09/12/2026 - 09/13/2026	2.00 EA	75.00 EA/DAY	300.00
Public Address System (Per Building)	09/12/2026 - 09/13/2026	2.00 EA	75.00 EA/DAY	300.00
Sweeper (In-House)	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Ticket Booth (Double Window)	Estimate 1	1.00 EA	100.00 EA	100.00
Umbrella w/Stand	Estimate 1	1.00 EA	15.00 EA	15.00
Total:				3,267.50

Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	35.00 HR	140.00
Grounds Attendant	Estimate 12 Hours	12.00 HR	30.00 HR	360.00

3

Event Information	
Event Name	2024 Annual Conference
Event Date	2024-10-25 to 2024-10-27
Event Location	Grand Hotel, New York City
Event Type	Conference
Event Description	Annual conference for industry professionals, featuring keynote speeches, workshops, and networking opportunities.
Event Status	Confirmed
Event Contact	John Doe, Event Manager
Event Budget	\$50,000
Event Sponsor	ABC Corporation
Event Venue	Grand Hotel
Event Catering	ABC Catering
Event Transportation	ABC Transportation
Event Accommodation	ABC Accommodation
Event Registration	ABC Registration
Event Marketing	ABC Marketing
Event Security	ABC Security
Event Insurance	ABC Insurance
Event Legal	ABC Legal
Event Finance	ABC Finance
Event HR	ABC HR
Event IT	ABC IT
Event Operations	ABC Operations
Event Logistics	ABC Logistics
Event Procurement	ABC Procurement
Event Compliance	ABC Compliance
Event Risk Management	ABC Risk Management
Event Sustainability	ABC Sustainability
Event Accessibility	ABC Accessibility
Event Inclusivity	ABC Inclusivity
Event Diversity	ABC Diversity
Event Equity	ABC Equity
Event Social Justice	ABC Social Justice
Event Environmental	ABC Environmental
Event Cultural	ABC Cultural
Event Historical	ABC Historical
Event Artistic	ABC Artistic
Event Scientific	ABC Scientific
Event Technological	ABC Technological
Event Medical	ABC Medical
Event Educational	ABC Educational
Event Religious	ABC Religious
Event Political	ABC Political
Event Economic	ABC Economic
Event Social	ABC Social
Event Environmental	ABC Environmental
Event Cultural	ABC Cultural
Event Historical	ABC Historical
Event Artistic	ABC Artistic
Event Scientific	ABC Scientific
Event Technological	ABC Technological
Event Medical	ABC Medical
Event Educational	ABC Educational
Event Religious	ABC Religious
Event Political	ABC Political
Event Economic	ABC Economic
Event Social	ABC Social
Event Environmental	ABC Environmental
Event Cultural	ABC Cultural
Event Historical	ABC Historical
Event Artistic	ABC Artistic
Event Scientific	ABC Scientific
Event Technological	ABC Technological
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Event Educational	ABC Educational
Event Religious	ABC Religious
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Event Educational	ABC Educational
Event Religious	ABC Religious
Event Political	ABC Political
Event Economic	ABC Economic
Event Social	ABC Social
Event Environmental	ABC Environmental
Event Cultural	ABC Cultural
Event Historical	ABC Historical
Event Artistic	ABC Artistic
Event Scientific	ABC Scientific
Event Technological	ABC Technological
Event Medical	ABC Medical
Event Educational	ABC Educational

Total: 11,547.00

Summary	
Facility Rental Total	\$15,750.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$14,814.50
Refundable Deposit	\$1,500.00

Grand Total: **\$32,064.50**

EXHIBIT ☐

Event Information

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$16,032.25
Second Payment	08/11/2026	\$16,032.25
Total:		\$32,064.50

Please Remit Payment by *Check or Credit Card Only*

(3.8% credit card processing fee will automatically be added to the amount authorized)

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

BANNERS

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

EXHIBIT ☐

Event Information

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-111-26**

DATE **July 7, 2026**

FAIRTIME **XX**

INTERIM

RENTAL AGREEMENT

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

WITNESSETH:

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

August 9, 2026

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

See Exhibit A

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

OC Fair Fun Run

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

See Facility Rental Fee

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

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

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

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

**The OC Marathon
3100 Airway Avenue
Costa Mesa, CA 92626**

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

By: _____ Date: _____
Title: Gary Kutscher, Chief Executive Officer

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

EXHIBIT ☐

Event Information

Event Name:	OC Fair Fun Run	Contract No:	R-111-26
Contact Person:	Gary Kutscher	Phone:	(714) 330-8048
Event Date:	08/09/2026	Hours:	Bib Pickup: 6:00 AM - 7:40 AM Race Hours: 8:00 AM - 10:00 AM

Projected Attendance: 2,500 - 3,000

Vehicle Parking Fee: It has been mutually agreed that there will be free parking for OC Fair Fun Run Attendees, Volunteers and Staff on the morning of the event until daily OC Fair parking sales commence.

Admissions: Fun Run participants will not be allowed to remain inside the OC Fair after conclusion of the race.

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Sunday			
OC Fair Fun Run Route	08/09/2026 05:00 AM - 11:00 AM	Event	*See Facility Rental Fee

Total: *See Facility Rental Fee

***Facility Rental Fee:**

It has been mutually agreed that the 32nd District Agricultural Association (OCFEC) will receive fifty percent (50%) of any net revenue (registration fees minus expenses) from The OC Marathon. The OC Marathon will provide OCFEC with any and all registration reports whether from Active.com or any other source. Registration reports will serve as OCFEC documentation necessary to reconcile fifty percent (50%) of any net revenue. These reports are due to OCFEC by no later than **Friday, August 28, 2026**.

- **Event Details:**
 - The OC Marathon and OCFEC will co-produce and market the OC Fair Fun Run.
 - Event name and OC Fair Fun Run logo is the exclusive property of OCFEC.
 - Estimated attendance is 2,500 - 3,000 participants.
 - The OC Marathon and OCFEC will split net proceeds derived from the event.
 - Soft costs such as salaried staff time will not be charged against the event by either The OC Marathon or OCFEC.
- **OC Fair & Event Center Agrees to:**
 - Provide access to the facility on event day from 5:00 AM to 11:00 AM.
 - Incorporate four (4) "Detours of Fun" into the race route including a photo opportunity on the Pacific Amphitheatre stage.
 - Work with OCFEC's carnival contractor to provide prizes for game participants.
 - Provide free parking to attendees, volunteers and staff of The OC Marathon on morning of the event until daily OC Fair parking sales commence. No fees shall be charged for vehicles remaining in parking lot after OC Fair opens.
- **The OC Marathon agrees to:**
 - Abide by all applicable rules and regulations in the 2026 Commercial Space and Concessions Program Handbook (posted on ocfair.com)
 - Provide OCFEC with a signed original Certificate of Insurance that conforms to insurance requirements outlined in Exhibit B of this rental agreement.
 - Use the same race route as used in 2025. Any changes to the route must receive OCFEC approval prior to date of the race.
 - Provide a photographer for the "Detour of Fun" photo opportunity on the Pacific Amphitheatre stage.
 - Provide volunteers to handle prize distribution at "Detours of Fun" carnival games.
 - Add OCFEC carnival contractor as additional insured to certificate of liability insurance for the event duration.
 - Cover any labor costs for OCFEC carnival contractor employees during the event.
 - Labor costs are estimated at three-hundred twenty dollars (\$320.00). This cost is based upon ten (10) employees at seventeen dollars (\$16.00) per hour for two (2) hours.
 - All labor costs to be paid directly to OCFEC carnival contractor.
 - OCFEC carnival contractor labor costs are estimated and subject to change.
 - Work with OCFEC's Creative Services, Marketing and Communications Departments to develop a marketing and communications plan. All marketing materials, collateral, web content and publication placement must be reviewed and approved by OCFEC prior to release.
 - Submit a financial report representing actual revenues and expenses to OCFEC by no later than **Friday, August 28, 2026**.

EXHIBIT ☐

Event Information

- Provide a report with proper supporting expense invoices, receipts and registration reports from Active.com or any other utilized source. Report is subject to audit by OCFEC, and shall serve as the reconciliation and settlement document between The OC Marathon and OCFEC. Payment shall be remitted to OCFEC within thirty (30) days of event.
- Rent all equipment needed to execute a 5K race, and not use OCFEC equipment. If OCFEC equipment is needed, published rental rates will be charged to event and recapped in the settlement.
- Race fees shall be as follows:
 - Single Registration: \$40 for adults, \$23 for children, \$12 for ages 5 and under
 - Prices are subject to change.

Summary

Facility Rental Total

*See Facility Rental Fee

Estimated Equipment, Reimbursable Personnel and Services Total

*See Facility Rental Fee

Grand Total:

***See Facility Rental Fee**

Payment Total:

***See Facility Rental Fee**

Please Remit Payment by *Check or Credit Card Only*

(3.8% credit card processing fee will automatically be added to the amount authorized)

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

DRONES

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

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

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT ☐

Event Information

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

TEMPORARY STRUCTURES

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

By:_____ Date:_____

Title: Gary Kutscher, Chief Executive Officer

By:_____ Date:_____

Title: Michele Capps, Chief Business Development Officer

FORM F-31

AGREEMENT NO. **R-115-26**

REVIEWED _____

DATE **June 25, 2026**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

October 31 - November 1, 2026

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

See Exhibit A

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

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

Halloween Night

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

\$28,077.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" "I" "S" and "T" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

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

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

The Toxic Group
21661 Brookhurst Street
Huntington Beach, CA 92646

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

By: _____ Date: _____
Title: **Anthony Grady, Manager**

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

EXHIBIT ☐

Event Information

Event Name:	Halloween Night	Contract No:	R-115-26
Contact Person:	Anthony Grady	Phone:	(562) 208-7509
Event Date:	10/31/2026	Hours:	10:00 PM - 2:00 AM

Admission Price:	TBD	Projected Attendance:	3,000
Vehicle Parking Fee:	\$15.00 General Parking		

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Costa Mesa Building (#10)	10/31/2026 06:00 AM - 10:00 PM	Move In	Included
Costa Mesa Building (#10)	10/31/2026 10:00 PM - 02:00 AM	Event	4,900.00
Sunday			
Costa Mesa Building (#10)	11/01/2026 06:00 AM - 11:59 AM	Move Out	No Charge
Total:			4,900.00

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

Move out must be completed by 11:59 AM Sunday - November 1, 2026 to avoid additional charges.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
100 Amp Drop	Estimate 3	3.00 EA	180.00 EA	540.00
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 15	15.00 EA	20.00 EA	300.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	350.00 EVT	350.00
Forklift	TBD	TBD EA	75.00 EA	TBD
Portable Electronic Message Board	10/31/2026	2.00 EA	75.00 EA/DAY	150.00
Public Address System (Per Building)	10/31/2026	TBD EA	75.00 EA/DAY	TBD
Stanchion	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 3	3.00 HR	75.00 HR	225.00
Total:				1,565.00

Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 8 Hours	8.00 HR	35.00 HR	280.00
Grounds Attendant	Estimate 16 Hours	16.00 HR	30.00 HR	480.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Electrician	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Event Day				
Grounds Attendant Lead	10/31/2026 09:00PM - 03:00AM	1.00 EA	35.00 HR	210.00
Grounds Attendant	10/31/2026 09:00PM - 03:00AM	3.00 EA	30.00 HR	540.00
Janitorial Attendant	10/31/2026 09:00PM - 03:00AM	3.00 EA	30.00 HR	540.00
Electrician	10/31/2026 09:00PM - 03:00AM	1.00 EA	75.00 HR	450.00
Clean Up				
Grounds Attendant Lead	Estimate 6 Hours	6.00 HR	35.00 HR	210.00
Grounds Attendant	Estimate 8 Hours	8.00 HR	30.00 HR	240.00

EXHIBIT ☐

Event Information						
Janitorial Attendant	Estimate 16 Hours	16.00	HR	30.00	HR	480.00
Electrician	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
<u>Event Sales & Services</u>						
Event Coordinator	10/31/2026 09:00PM - 03:00AM	1.00	EA	57.50	HR	345.00
<u>Parking</u>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	35.00	HR	280.00
Parking Attendant	Estimate 16 Hours	16.00	HR	30.00	HR	480.00
<u>Safety & Security</u>						
Security Attendant Lead	10/31/2026 09:00PM - 02:30AM	1.00	EA	35.00	HR	192.50
Security Attendant	10/31/2026 09:00PM - 02:30AM	12.00	EA	30.00	HR	1,980.00
<u>Outside Services</u>						
Emergency Medical Services	10/31/2026 09:30PM - 02:30AM	4.00	EA	35.00	HR	700.00
Orange County Sheriff Services	Estimate Only	1.00	EA	9,700.00	EVT	9,700.00
Sound Monitor	10/31/2026	1.00	EA	845.00	EA/DAY	845.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	1,000.00	EVT	1,000.00
Total:						20,112.00

Summary

Facility Rental Total	\$4,900.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$21,677.00
Refundable Deposit	\$1,500.00
Grand Total:	\$28,077.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$7,019.25
Second Payment	07/31/2026	\$7,019.25
Third Payment	08/31/2026	\$7,019.25
Fourth Payment	09/30/2026	\$7,019.25
Total:		\$28,077.00

Please Remit Payment by *Check or Credit Card Only*

(3.8% credit card processing fee will automatically be added to the amount authorized)

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

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

EXHIBIT ☐

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

BANNERS

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

DRONES

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

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

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

GLASS

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

INFLATABLE AMUSEMENTS AND ATTRACTIONS

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

EXHIBIT ☐

Event Information

PEPSI BEVERAGES

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

PROPANE

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

TEMPORARY STRUCTURES

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

FORM F-31

AGREEMENT NO. **R-116-26**

REVIEWED _____

DATE **July 17, 2026**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

October 21, 2026

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

See Exhibit A

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

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

NMUSD College & Career Night

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

\$25,279.50

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" "S" and "T" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

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

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

**Newport-Mesa Unified School District
2985 Bear Street
Costa Mesa, CA 92626**

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

By: _____ Date: _____
Title: **Kerrie Torres, Deputy Superintendent,**

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-117-26**

DATE **August 16, 2026**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

November 12 - 14, 2026

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

See Exhibit A

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

The Great Junk Hunt

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

\$57,962.00

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

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

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

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

FJS Productions dba The Great Junk Hunt
4119 Palidades Place West
University Place, WA 98466

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

By: _____ Date: _____
Title: **J.T. Albers, Owner**

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

EXHIBIT ☐

Event Information			
Event Name:	The Great Junk Hunt	Contract No:	R-117-26
Contact Person:	J.T. Albers	Phone:	(253) 227-1981
Event Date:	11/13/2026 - 11/14/2026	Hours:	Friday: 4:00 PM - 9:00 PM Saturday: 9:00 AM - 4:00 PM
Admission Price:	\$10.00 - \$20.00		
Vehicle Parking Fee:	\$15.00 General Parking	Projected Attendance:	8,000

Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
Thursday				
Anaheim Building (#16)	11/12/2026 02:00 PM - 05:00 PM	Move In	1,400.00	
Los Alamitos Building (#14)	11/12/2026 02:00 PM - 05:00 PM	Move In	1,750.00	
OC Promenade (Span)	11/12/2026 02:00 PM - 05:00 PM	Move In	1,400.00	
The Hangar	11/12/2026 02:00 PM - 05:00 PM	Move In	2,050.00	
Friday				
Anaheim Building (#16)	11/13/2026 04:00 PM - 09:00 PM	Event	2,800.00	
Los Alamitos Building (#14)	11/13/2026 04:00 PM - 09:00 PM	Event	3,500.00	
OC Promenade (Span)	11/13/2026 04:00 PM - 09:00 PM	Event	2,800.00	
The Hangar	11/13/2026 04:00 PM - 09:00 PM	Event	4,100.00	
Saturday				
Anaheim Building (#16)	11/14/2026 09:00 AM - 04:00 PM	Event	2,800.00	
Los Alamitos Building (#14)	11/14/2026 09:00 AM - 04:00 PM	Event	3,500.00	
OC Promenade (Span)	11/14/2026 09:00 AM - 04:00 PM	Event	2,800.00	
The Hangar	11/14/2026 09:00 AM - 04:00 PM	Event	4,100.00	
Anaheim Building (#16)	11/14/2026 04:00 PM - 11:59 PM	Move Out	No Charge	
Los Alamitos Building (#14)	11/14/2026 04:00 PM - 11:59 PM	Move Out	No Charge	
OC Promenade (Span)	11/14/2026 04:00 PM - 11:59 PM	Move Out	No Charge	
The Hangar	11/14/2026 04:00 PM - 11:59 PM	Move Out	No Charge	
Total:			33,000.00	

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

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

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
100 Amp Drop	TBD	TBD	EA	180.00	EA	TBD
4-Channel Audio Mixer	TBD	TBD	EA	35.00	EA	TBD
Barricade (Plastic)	Estimate 10	10.00	EA	15.00	EA	150.00
Chair (Individual)	Estimate 2	2.00	EA	2.50	EA	5.00
Dumpster	Estimate 5	5.00	EA	20.00	EA	100.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	2,150.00	EVT	2,150.00
Forklift	Estimate 8 Hours	8.00	HR	75.00	HR	600.00
Hang Tag - 2 Day	TBD	TBD	EA	14.00	EA	TBD
Man Lift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Marquee Board	11/08/2026 - 11/14/2026	1.00	WK	Included		Included
Picnic Table (Rectangular & Round)	Estimate 19	19.00	EA	15.00	EA	285.00
Portable Electronic Message Board	11/13/2026 - 11/14/2026	2.00	EA	75.00	EA/DAY	300.00

EXHIBIT ☐

Event Information						
Public Address System (Per Building)	11/13/2026 - 11/14/2026	4.00	EA	75.00	EA/DAY	600.00
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 9 Hours	9.00	HR	75.00	HR	675.00
Ticket Booth (Double Window)	Estimate 1	1.00	EA	100.00	EA	100.00
Umbrella w/Stand	Estimate 8	8.00	EA	15.00	EA	120.00
Total:						5,235.00
Reimbursable Personnel and Services Fees						
Description	Date-Time	Units		Rate		Actual
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	35.00	HR	280.00
Grounds Attendant	Estimate 16 Hours	16.00	HR	30.00	HR	480.00
Janitorial Attendant	Estimate 24 Hours	24.00	HR	30.00	HR	720.00
Electrician	TBD	TBD	HR	75.00	HR	TBD
Event Day						
Grounds Attendant Lead	11/13/2026 03:00PM - 10:00PM	1.00	EA	35.00	HR	245.00
Grounds Attendant	11/13/2026 03:00PM - 10:00PM	6.00	EA	30.00	HR	1,260.00
Janitorial Attendant Lead	11/13/2026 03:00PM - 10:00PM	1.00	EA	35.00	HR	245.00
Janitorial Attendant	11/13/2026 03:00PM - 10:00PM	7.00	EA	30.00	HR	1,470.00
Electrician	TBD	TBD	EA	75.00	HR	TBD
Grounds Attendant Lead	11/14/2026 08:00AM - 05:00PM	1.00	EA	35.00	HR	315.00
Grounds Attendant	11/14/2026 08:00AM - 05:00PM	6.00	EA	30.00	HR	1,620.00
Janitorial Attendant Lead	11/14/2026 08:00AM - 05:00PM	1.00	EA	35.00	HR	315.00
Janitorial Attendant	11/14/2026 08:00AM - 05:00PM	7.00	EA	30.00	HR	1,890.00
Electrician	TBD	TBD	EA	75.00	HR	TBD
Clean Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	35.00	HR	280.00
Grounds Attendant	Estimate 24 Hours	24.00	HR	30.00	HR	720.00
Janitorial Attendant	Estimate 20 Hours	20.00	HR	30.00	HR	600.00
Electrician	TBD	TBD	HR	75.00	HR	TBD
<u>Event Sales & Services</u>						
Event Coordinator	11/13/2026 03:00PM - 10:00PM	1.00	EA	57.50	HR	402.50
Event Coordinator	11/14/2026 08:00AM - 05:00PM	1.00	EA	57.50	HR	517.50
<u>Parking</u>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	35.00	HR	280.00
Parking Attendant	Estimate 16 Hours	16.00	HR	30.00	HR	480.00
<u>Safety & Security</u>						
Security Attendant Lead	11/13/2026 03:00PM - 09:30PM	1.00	EA	35.00	HR	227.50
Security Attendant	11/13/2026 03:00PM - 09:30PM	9.00	EA	30.00	HR	1,755.00
Security Attendant Lead	11/14/2026 08:00AM - 04:30PM	1.00	EA	35.00	HR	297.50
Security Attendant	11/14/2026 08:00AM - 04:30PM	9.00	EA	30.00	HR	2,295.00
<u>Technology</u>						
Technology Attendant	Estimate 1 Hour	1.00	HR	57.50	HR	57.50
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00

EXHIBIT ☐

Event Information

Outside Services

Emergency Medical Services	11/13/2026 03:30PM - 09:30PM	2.00	EA	35.00	HR	420.00
Emergency Medical Services	11/14/2026 08:30AM - 04:30PM	2.00	EA	35.00	HR	560.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						18,227.00

Summary

Facility Rental Total	\$33,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$23,462.00
Refundable Deposit	\$1,500.00
Grand Total:	\$57,962.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment (25% Facility Fee)	<i>Upon Signing</i>	\$8,250.00
Second Payment	09/11/2026	\$24,856.00
Third Payment	10/12/2026	\$24,856.00
Total:		\$57,962.00

Please Remit Payment by *Check or Credit Card Only*

(3.8% credit card processing fee will automatically be added to the amount authorized)

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

BANNERS

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

EXHIBIT ☐

Event Information

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. FJS Productions dba The Great Junk Hunt must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, FJS Productions dba The Great Junk Hunt must execute changes within the specified timeframe.

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-118-26**

DATE **June 21, 2026**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

July 2 - 4, 2026

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

See Exhibit A

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

City of Costa Mesa 4th of July Celebration

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

Payment - \$40,052.00

In-Kind Trade - \$32,400.00

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

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

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

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

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

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

By: _____ Date: _____
Title: **Cecillia Gallardo-Daly, City Manager**

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

EXHIBIT ☐

Event Information			
Event Name:	City of Costa Mesa 4th of July Celebration	Contract No:	R-118-26
Contact Person:	Monique Villasenor	Phone:	(714) 651-4081
Event Date:	07/03/2026	Hours:	4:00 PM - 11:00 PM

Admission Price:	Free		
Vehicle Parking Fee:	Parking Terms (See Summary)	Projected Attendance:	5,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday			
Parking Lot A (South)	07/02/2026 08:00 AM - 05:00 PM	Move In	1,150.00
Friday			
Parking Lot A (South)	07/03/2026 04:00 PM - 11:00 PM	Event	2,300.00
Saturday			
Parking Lot A (South)	07/04/2026 07:00 AM - 12:00 PM	Move Out	No Charge
Total:			3,450.00

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

Move out must be completed by 12:00 PM Saturday - July 4, 2026 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
Barricade (Metal)	Estimate 15	15.00	EA	15.00	EA	225.00
Bench (Metal)	TBD	TBD	EA	15.00	EA	TBD
Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	TBD	TBD	EA	2.50	EA	TBD
Dumpster	Estimate 15	15.00	EA	20.00	EA	300.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	650.00	EVT	650.00
EVOLV - Weapon Detection System	07/03/2026	1.00	EA	800.00	EA/DAY	800.00
Forklift	Estimate 20 Hours	20.00	HR	75.00	HR	1,500.00
Marquee Board	06/27/2026 - 07/03/2026	1.00	WK	Included		Included
Picnic Table (Rectangular & Round)	Estimate 45	45.00	EA	15.00	EA	675.00
Portable Electronic Message Board	07/03/2026	2.00	EA	75.00	EA/DAY	150.00
Sweeper (In-House)	TBD	TBD	HR	75.00	HR	TBD
Umbrella w/Stand	TBD	TBD	EA	15.00	EA	TBD
Total:						4,300.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 24 Hours	24.00	HR	30.00	HR	720.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	30.00	HR	120.00
Electrician	TBD	TBD	HR	75.00	HR	TBD
Plumber	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Event Day						
Grounds Attendant Lead	07/03/2026 03:00PM - 12:00AM	1.00	EA	35.00	HR	315.00
Grounds Attendant	07/03/2026 03:00PM - 12:00AM	2.00	EA	30.00	HR	540.00
Janitorial Attendant	07/03/2026 03:00PM - 12:00AM	4.00	EA	30.00	HR	1,080.00
Janitorial Attendant	07/03/2026 05:00PM - 12:00AM	4.00	EA	30.00	HR	840.00
Electrician	07/03/2026 03:00PM - 12:00AM	1.00	EA	75.00	HR	675.00

EXHIBIT ☐

Event Information

Clean Up

Grounds Attendant	Estimate 16 Hours	16.00	HR	45.00	HR*	720.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	45.00	HR*	360.00
Electrician	TBD	TBD	HR	112.50	HR*	TBD
Plumber	Estimate 4 Hours	4.00	HR	112.50	HR*	450.00

Event Sales & Services

Event Coordinator	07/03/2026 03:00PM - 12:00AM	1.00	EA	57.50	HR	517.50
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Parking

Parking Attendant Lead	Estimate 10 Hours	10.00	HR	35.00	HR	350.00
Parking Attendant	Estimate 20 Hours	20.00	HR	30.00	HR	600.00

Safety & Security

Security Attendant Lead	07/03/2026 03:00PM - 11:30PM	1.00	EA	35.00	HR	297.50
Security Attendant	07/03/2026 03:00PM - 11:30PM	11.00	EA	30.00	HR	2,805.00
Security Attendant	07/03/2026 03:00PM - 11:30PM	5.00	EA	30.00	HR	1,275.00

Outside Services

Emergency Medical Services	07/03/2026 03:30PM - 11:30PM	2.00	EA	35.00	HR	560.00
Sound Engineer	07/03/2026 04:00PM - 11:00PM	1.00	EA	845.00	EA/DAY	845.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	14.00	HR	263.00	HR	3,682.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	750.00	EVT	750.00

*State Holiday Rates

Total: 17,952.00

Summary

OCFEC In-Kind Trade

Parking Buyout based upon 2025 volume/rate (2,700 vehicles at \$12.00 per vehicle)	\$32,400.00
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In-Kind Trade Grand Total: \$32,400.00

OCFEC will provide the parking buy-out in trade for a reduction of \$32,400.00 against the cost of police traffic services during the 2026 OC Fair.

City of Costa Mesa

Facility Rental Total	\$3,450.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$22,252.00
Parking Buyout based upon 2026 volume/rate (2,700 vehicles at \$3.00 difference per vehicle)	\$8,100.00
Parking Buyout based upon 2026 volume/rate (350 additional vehicles at \$15.00 per vehicle)	\$5,250.00
Refundable Deposit	\$1,000.00

City of Costa Mesa Grand Total: \$40,052.00

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$40,052.00

Total: \$40,052.00

EXHIBIT ☐

Event Information

Please Remit Payment by *Check or Credit Card Only* (A 3.8% credit card processing fee will be automatically added to the amount authorized)

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

ADDITIONAL INSURANCE REQUIREMENT (HAZARDOUS/INTERACTIVE GAMES)

Coverage and proof of insurance is required for all hazardous and/or interactive activities. Insurance certificate must be submitted to the Event Coordinator four (4) weeks prior to the event date.

ALCOHOL

Alcohol brought on the grounds by attendees or show personnel is strictly prohibited. The OCFEC Master Concessionaire shall only serve alcoholic beverages on OCFEC property.

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

DRONES

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

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

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT ☐

Event Information

FIREWORKS

The parties shall mutually cooperate to obtain all necessary Fire Marshal and other permits and approvals for the deployment of fireworks during City of Costa Mesa 4th of July Celebration. The City of Costa Mesa will be responsible for applying for and obtaining permits. All related expenses will be paid for by the City of Costa Mesa.

Any and all fireworks displays must be conducted by a permitted/licensed pyrotechnician approved by OCFEC. Permits must be submitted to OCFEC as a condition of final approval. OCFEC may decide in its sole and absolute discretion to refuse to permit the use of fireworks at the event.

FUTURE PARKING BUYOUT TERMS

A physical count of attendee vehicles parked in OCFEC parking lots will be conducted at the 2026 City of Costa Mesa 4th of July Celebration, and the same number will accordingly become the basis for parking buyout terms in the 2027 City of Costa Mesa 4th of July Celebration rental agreement.

GLASS

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

INFLATABLE AMUSEMENTS AND ATTRACTIONS

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

RECYCLING / SB 1383

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

RESTROOMS

Renter agrees to provide restrooms to be used by patrons and exhibitors attending the event. OCFEC restrooms will not be provided. It is the responsibility of the Renter to clean and maintain restrooms during the event.

EXHIBIT ☐

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-119-26**

REVIEWED _____

DATE **July 5, 2026**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

October 15, 2026

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

See Exhibit A

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

Fall Festival

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

\$19,461.25

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

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

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

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

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

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

By: _____ Date: _____
Title: **Richard Savage, Executive Director**

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

EXHIBIT ☐

Event Information			
Event Name:	Fall Festival	Contract No:	R-119-26
Contact Person:	Kimberley Benumof	Phone:	(949) 328-6460
Event Date:	10/15/2026	Hours:	10:00 AM - 1:30 PM
Admission Price:	No Charge (Private Event)		
Vehicle Parking Fee:	\$15.00 General Parking	Projected Attendance:	1,200

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday			
Country Meadows	10/15/2026 07:00 AM - 10:00 AM	Move In	No Charge
Huntington Beach Building (#12)	10/15/2026 07:00 AM - 10:00 AM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	10/15/2026 07:00 AM - 10:00 AM	Move In	No Charge
Country Meadows	10/15/2026 10:00 AM - 01:30 PM	Event	2,200.00
Huntington Beach Building (#12)	10/15/2026 10:00 AM - 01:30 PM	Event	3,900.00
Santa Ana Pavilion (Parade of Products)	10/15/2026 10:00 AM - 01:30 PM	Event	2,500.00
Total:			8,600.00

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

Move out must be completed by 11:59 PM Thursday - October 15, 2026 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
10 MB Internet - Hard Line	10/15/2026	2.00	EA	150.00	EA/DAY	300.00
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	Estimate 192	192.00	EA	2.50	EA	480.00
Dumpster	Estimate 4	4.00	EA	20.00	EA	80.00
Electrical Usage Rate	Estimate Only	1.00	EA	425.00	EVT	425.00
Forklift	Estimate 13 Hours	13.00	HR	75.00	HR	975.00
Hang Tag - 1 Day	Estimate 189	189.00	EA	7.00	EA	1,323.00
Picnic Table (Rectangular & Round)	Estimate 67	67.00	EA	15.00	EA	1,005.00
Portable Electronic Message Board	10/15/2026	2.00	EA	75.00	EA/DAY	150.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Wireless Internet Router	TBD	TBD	EA	75.00	EA	TBD
Total:						4,963.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 12 Hours	12.00	HR	30.00	HR	360.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	30.00	HR	120.00
Electrician	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Event Day						
Grounds Attendant Lead	10/15/2026 09:00AM - 02:30PM	1.00	EA	35.00	HR	192.50
Grounds Attendant	10/15/2026 09:00AM - 02:30PM	1.00	EA	30.00	HR	165.00
Janitorial Attendant	10/15/2026 09:00AM - 02:30PM	4.00	EA	30.00	HR	660.00
Clean Up						
Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	35.00	HR	140.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	30.00	HR	240.00

EXHIBIT

Event Information						
Janitorial Attendant	Estimate 4 Hours	4.00	HR	30.00	HR	120.00
Electrician	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
<u>Event Sales & Services</u>						
Event Coordinator	10/15/2026 09:00AM - 02:30PM	1.00	EA	57.50	HR	316.25
<u>Parking</u>						
Parking Attendant	Estimate 5 Hours	5.00	HR	30.00	HR	150.00
<u>Safety & Security</u>						
Security Attendant Lead	10/15/2026 09:00AM - 02:00PM	1.00	EA	35.00	HR	175.00
Security Attendant	10/15/2026 09:00AM - 02:00PM	2.00	EA	30.00	HR	300.00
Security Attendant (Bag Check)	10/15/2026 09:00AM - 02:00PM	3.00	EA	30.00	HR	450.00
<u>Outside Services</u>						
Emergency Medical Services	10/15/2026 09:30AM - 02:00PM	2.00	EA	35.00	HR	315.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						4,398.25

Summary

Facility Rental Total	\$8,600.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$9,361.25
Refundable Deposit	\$1,500.00
Grand Total:	\$19,461.25

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$6,487.25
Second Payment	08/14/2026	\$6,487.25
Third Payment	09/15/2026	\$6,486.75
Total:		\$19,461.25

Please Remit Payment by *Check or Credit Card Only*

(3.8% credit card processing fee will automatically be added to the amount authorized)

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

ALCOHOL

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

EXHIBIT ☐

Event Information

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

DRONES

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

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

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

INFLATABLE AMUSEMENTS AND ATTRACTIONS

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

OUTSIDE FOOD & BEVERAGE

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

RECYCLING / SB 1383

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

EXHIBIT ☐

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-120-26**
DATE **July 5, 2026**
FAIRTIME
INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

October 7 - 9, 2026

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

See Exhibit A

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

Night at the Fights

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

\$39,502.00

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

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

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

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

NAIOP SoCal
918 East Santa Ana Boulevard
Santa Ana, CA 92701

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

By _____ Date: _____
Title: Timothy Jemal, CEO

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

EXHIBIT ☐

Event Information			
Event Name:	Night at the Fights	Contract No:	R-120-26
Contact Person:	Ryan Zynger	Phone:	(310) 880-8386
Event Date:	10/08/2026	Hours:	Cocktail Hour: 5:00 PM - 7:00 PM
			Dinner & Fights: 7:00 PM - 9:00 PM
			Casino & Cigar Lounge: 9:00 PM - 12:00 AM
Admission Price:	Private Event		
Vehicle Parking Fee:	Parking Buyout (See Summary)	Projected Attendance:	900

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
OC Promenade (Span)	10/07/2026 07:00 AM - 11:59 PM	Move In	1,400.00
The Hangar	10/07/2026 07:00 AM - 11:59 PM	Move In	2,050.00
Thursday			
OC Promenade (Span)	10/08/2026 05:00 PM - 12:00 AM	Event	2,800.00
The Hangar	10/08/2026 07:00 PM - 09:00 PM	Event	4,100.00
Main Mall	10/08/2026 05:00 PM - 12:00 AM	Event	2,000.00
Friday			
OC Promenade (Span)	10/09/2026 07:00 AM - 11:59 AM	Move Out	No Charge
The Hangar	10/09/2026 07:00 AM - 11:59 AM	Move Out	No Charge

Total: 12,350.00

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

Move out must be completed by 11:59 AM Friday - October 9, 2026 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
50 Amp Drop	Estimate 2	2.00	EA	70.00	EA	140.00
200 Amp Drop	TBD	TBD	EA	360.00	EA	TBD
Barricade (Plastic)	Estimate 25	25.00	EA	15.00	EA	375.00
Cable Ramp	Estimate 32	32.00	EA	15.00	EA	480.00
Chair (Individual)	Estimate 80	80.00	EA	2.50	EA	200.00
Dumpster	Estimate 20	20.00	EA	20.00	EA	400.00
Electrical Splitter Box	Estimate 5	5.00	EA	55.00	EA	275.00
Electrical Usage Rate	Estimate Only	1.00	EA	800.00	EVT	800.00
Forklift	Estimate 12 Hours	12.00	HR	75.00	HR	900.00
Portable Electronic Message Board	10/8/2026	3.00	EA	75.00	EA/DAY	225.00
Projector (12,000 Lumens)	10/8/2026	1.00	EA	3,000.00	EA/DAY	3,000.00
Projector Screen in Hangar	10/8/2026	1.00	EA	300.00	EA/DAY	300.00
Sweeper (In-House)	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Total:						7,545.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	35.00	HR	280.00
Grounds Attendant	Estimate 16 Hours	16.00	HR	30.00	HR	480.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Electrician	Estimate 3 Hours	3.00	HR	75.00	HR	225.00

EXHIBIT ☐

Event Information

Event Day

Grounds Attendant Lead	10/08/2026 04:00PM - 01:00AM	1.00	EA	35.00	HR	315.00
Grounds Attendant	10/08/2026 04:00PM - 01:00AM	2.00	EA	30.00	HR	540.00
Janitorial Attendant	10/08/2026 04:00PM - 01:00AM	3.00	EA	30.00	HR	810.00
Electrician	10/08/2026 04:00PM - 01:00AM	1.00	EA	75.00	HR	675.00

Clean Up

Grounds Attendant Lead	Estimate 10 Hours	10.00	HR	35.00	HR	350.00
Grounds Attendant	Estimate 24 Hours	24.00	HR	30.00	HR	720.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	30.00	HR	120.00
Electrician	Estimate 3 Hours	3.00	HR	75.00	HR	225.00

Event Sales & Services

Event Coordinator	10/08/2026 04:00PM - 01:00AM	1.00	EA	57.50	HR	517.50
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Parking

Parking Attendant Lead	Estimate 8 Hours	8.00	HR	35.00	HR	280.00
Parking Attendant	Estimate 36 Hours	36.00	HR	30.00	HR	1,080.00

Safety & Security

Security Attendant - Overnight	10/07/2026 06:00PM - 09:00AM	1.00	EA	30.00	HR	450.00
Security Attendant Lead	10/08/2026 04:00PM - 12:30AM	1.00	EA	35.00	HR	297.50
Security Attendant	10/08/2026 04:00PM - 12:30AM	6.00	EA	30.00	HR	1,530.00

Technology

Technology Attendant	10/08/2026 04:00PM - 01:00AM	1.00	EA	57.50	HR	517.50
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Outside Services

Emergency Medical Services	10/08/2026 04:30PM - 12:30AM	2.00	EA	35.00	HR	560.00
Sound Engineer	TBD	TBD	EA	845.00	EA/DAY	TBD
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Total: 10,607.00

Summary

Facility Rental Total	\$12,350.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$18,152.00
Parking Buyout (Based upon 500 vehicles at \$15.00 each)	\$7,500.00
Refundable Deposit	\$1,500.00

Grand Total: \$39,502.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$19,751.00
Second Payment	08/07/2026	\$19,751.00

Total: \$39,502.00

Please Remit Payment by *Check or Credit Card Only*

(3.8% credit card processing fee will automatically be added to the amount authorized)

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

EXHIBIT ☐

Event Information

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

DRONES

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

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

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

GLASS

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products.

EXHIBIT ☐

Event Information

PROPANE

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

RECYCLING / SB 1383

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

RIGGING

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

TEMPORARY STRUCTURES

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-122-26**

DATE **June 30, 2026**

FAIRTIME **XX**

INTERIM

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **ALL4 LLC** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

July 25, 2026

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

See Exhibit A

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

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

ALL4 Cornerstone Event

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

\$730.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" "S" and "T" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

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

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

ALL4 LLC
30900 Rancho Viejo Road, Suite 100
San Juan Capistrano, CA 92675

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

By: _____ Date: _____
Title: **Wade Caffrey, Business Unit Leader**

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

EXHIBIT ☐

Event Information			
Event Name:	ALL4 Cornerstone Event	Contract No:	R-122-26
Contact Person:	Brianna Castro	Phone:	(949) 482-2565
Event Date:	07/25/2026	Hours:	5:00 PM - 9:00 PM

Admission Price:	Group Order purchased through Tandem		
Vehicle Parking Fee:	\$15.00 General Parking	Projected Attendance:	80

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Club OC Plaza Pacifica West	07/25/2026 05:00 PM - 09:00 PM	Event	500.00
Note: Fair opens at 11:00 AM			Total: 500.00

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

Move out must be completed by 9:00 PM Saturday - July 25, 2026 to avoid additional charges.

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 2	2.00 EA	20.00 EA	40.00
Total:				40.00

Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Post Event Clean Up				
Grounds Attendant	Estimate 2 Hours	2.00 HR	30.00 HR	60.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	30.00 HR	60.00
Insurance (see Exhibit B)				
Special Event Liability Insurance (S.E.L.I.)	07/25/2026	1.00 EA	70.00 EA/DAY	70.00
Total:				190.00

Summary		
Facility Rental Total		\$500.00
Estimated Equipment, Reimbursable Personnel and Services Total		\$230.00

Grand Total: \$730.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$730.00
Total:		\$730.00

Please Remit Payment by *Check or Credit Card Only*

(3.8% credit card processing fee will automatically be added to the amount authorized)

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

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

EXHIBIT ☐

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms).** **Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, ALL4 LLC must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. ALL4 LLC must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, ALL4 LLC must execute changes within the specified timeframe.

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-123-26**

DATE **July 11, 2026**

FAIRTIME **XX**

INTERIM

RENTAL AGREEMENT

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

WITNESSETH:

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

August 6, 2026

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

See Exhibit A

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

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

Q1 Top Producer

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

\$730.00

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

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

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

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

US Bank
9467 Milliken Avenue
Rancho Cucamonga, CA 91730

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

By: _____ Date: _____
Title: Kris Voce, Administrative Assistance

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

EXHIBIT ☐

Event Information			
Event Name:	Q1 Top Producer	Contract No:	R-123-26
Contact Person:	Kris Voce	Phone:	(909) 720-6352
Event Date:	08/06/2026	Hours:	11:00 AM - 3:00 PM

Admission Price:	Group Order purchased through Tandem		
Vehicle Parking Fee:	\$15.00 General Parking	Projected Attendance:	80

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday			
Club OC Plaza Pacifica West	08/06/2026 11:00 AM - 03:00 PM	Event	500.00
Note: Fair opens at 11:00 AM			Total: 500.00

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

Move out must be completed by 3:00 PM Thursday - August 6, 2026 to avoid additional charges.

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 2	2.00 EA	20.00 EA	40.00
Total:				40.00

Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
<u>Post Event Clean Up</u>				
Grounds Attendant	Estimate 2 Hours	2.00 HR	30.00 HR	60.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	30.00 HR	60.00
<u>Insurance (see Exhibit B)</u>				
Special Event Liability Insurance (S.E.L.I.)	08/06/2026	1.00 EA	70.00 EA/DAY	70.00
Total:				190.00

Summary		
Facility Rental Total		\$500.00
Estimated Equipment, Reimbursable Personnel and Services Total		\$230.00

Grand Total: \$730.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$730.00
Total:		\$730.00

Please Remit Payment by *Check or Credit Card Only*

(3.8% credit card processing fee will automatically be added to the amount authorized)

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

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EXHIBIT ☐

Event Information

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COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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OAK VIEW GROUP dba OVG HOSPITALITY

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RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-124-26**

REVIEWED _____

DATE **July 3, 2026**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

October 30 - November 2, 2026

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

See Exhibit A

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

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

OC Card Show

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

\$25,689.50

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" "S" and "T" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

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

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

OC Card Show
1515 E Katella Avenue
Anaheim, CA 92805

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

By: _____ Date: _____
Title: **Robby Sanchez, Founder**

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

EXHIBIT ☐

Event Information			
Event Name:	OC Card Show	Contract No:	R-124-26
Contact Person:	Robby Sanchez	Phone:	(714) 404-1608
Event Date:	10/31/2026 - 11/01/2026	Hours:	Saturday: 10:00 AM - 5:00 PM Sunday: 11:00 AM - 5:00 PM
Admission Price:	TBD		
Vehicle Parking Fee:	\$15.00 General Parking	Projected Attendance:	2,000

Booking Function			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
The Hangar	10/30/2026 07:00 AM - 10:00 PM	Move In	2,050.00
Saturday			
The Hangar	10/31/2026 10:00 AM - 05:00 PM	Event	4,100.00
Sunday			
The Hangar	11/01/2026 11:00 AM - 05:00 PM	Event	4,100.00
Monday			
The Hangar	11/02/2026 06:00 AM - 11:59 AM	Move Out	No Charge

Total: 10,250.00

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

Move out must be completed by 11:59 AM Monday - November 2, 2026 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
4-Channel Audio Mixer	Estimate 1	1.00	EA	35.00	EA	35.00
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	Estimate 15	15.00	EA	2.50	EA	37.50
Dumpster	Estimate 15	15.00	EA	20.00	EA	300.00
Electrical Splitter Box	Estimate 1	1.00	EA	55.00	EA	55.00
Electrical Usage Rate	Estimate Only	1.00	EA	500.00	EVT	500.00
Forklift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Manlift	Estimate 5 Hours	5.00	HR	75.00	HR	375.00
Marquee Board	10/26/2026 - 11/01/2026	1.00	WK	Included		Included
Portable Electronic Message Board	10/31/2026 - 11/01/2026	2.00	EA	75.00	EA/DAY	300.00
Public Address System (Per Building)	10/31/2026 - 11/01/2026	1.00	EA	75.00	EA/DAY	150.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Ticket Booth (Double Window)	Estimate 1	1.00	EA	100.00	EA	100.00
Umbrella w/Stand	Estimate 1	1.00	EA	15.00	EA	15.00
Total:						2,392.50

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	35.00	HR	140.00
Grounds Attendant	Estimate 12 Hours	12.00	HR	30.00	HR	360.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Electrician	Estimate 1 Hour	1.00	HR	75.00	HR	75.00

EXHIBIT ☐

Event Information						
Event Day						
Grounds Attendant Lead	10/31/2026 09:00AM - 06:00PM	1.00	EA	35.00	HR	315.00
Grounds Attendant	10/31/2026 09:00AM - 06:00PM	2.00	EA	30.00	HR	540.00
Janitorial Attendant	10/31/2026 09:00AM - 06:00PM	2.00	EA	30.00	HR	540.00
Electrician	TBD	TBD	EA	75.00	HR	TBD
Grounds Attendant Lead	11/01/2026 10:00AM - 06:00PM	1.00	EA	35.00	HR	280.00
Grounds Attendant	11/01/2026 10:00AM - 06:00PM	2.00	EA	30.00	HR	480.00
Janitorial Attendant	11/01/2026 10:00AM - 06:00PM	2.00	EA	30.00	HR	480.00
Electrician	TBD	TBD	EA	75.00	HR	TBD
Clean Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	35.00	HR	280.00
Grounds Attendant	Estimate 12 Hours	12.00	HR	30.00	HR	360.00
Janitorial Attendant	Estimate 6 Hours	6.00	HR	30.00	HR	180.00
Electrician	Estimate 1 Hour	1.00	HR	75.00	HR	75.00
Event Sales & Services						
Event Coordinator	10/31/2026 09:00AM - 06:00PM	1.00	EA	57.50	HR	517.50
Event Coordinator	11/01/2026 10:00AM - 06:00PM	1.00	EA	57.50	HR	460.00
Parking						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	35.00	HR	280.00
Parking Attendant	Estimate 16 Hours	16.00	HR	30.00	HR	480.00
Safety & Security						
Security Attendant Lead	10/31/2026 09:00AM - 05:30PM	1.00	EA	35.00	HR	297.50
Security Attendant	10/31/2026 09:00AM - 05:30PM	7.00	EA	30.00	HR	1,785.00
Security Attendant Lead	11/01/2026 10:00AM - 05:30PM	1.00	EA	35.00	HR	262.50
Security Attendant	11/01/2026 10:00AM - 05:30PM	7.00	EA	30.00	HR	1,575.00
Technology						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
Outside Services						
Emergency Medical Services	10/31/2026 09:30AM - 05:30PM	2.00	EA	35.00	HR	560.00
Emergency Medical Services	11/01/2026 10:30AM - 05:30PM	2.00	EA	35.00	HR	490.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						11,547.00

Summary

Facility Rental Total	\$10,250.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$13,939.50
Refundable Deposit	\$1,500.00
Grand Total:	\$25,689.50

EXHIBIT ☐

Event Information

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment (25% Facility Fee)	<i>Upon Signing</i>	\$2,562.50
Second Payment	08/31/2026	\$11,563.50
Third Payment	09/30/2026	\$11,563.50
Total:		\$25,689.50

Please Remit Payment by *Check or Credit Card Only*

(3.8% credit card processing fee will automatically be added to the amount authorized)

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

BANNERS

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

EXHIBIT ☐

Event Information

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-126-26**
DATE **July 7, 2026**
FAIRTIME
INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

August 27 - 30, 2026

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

See Exhibit A

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

Shoreline Dog Fanciers Association

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

\$69,791.50

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

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

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

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

Shoreline Dog Fanciers Association
14306 Holt Avenue
North Tustin, CA 92705

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

By _____ Date: _____
Title: Kathy Webster, Show Chair

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

EXHIBIT ☐

Event Information			
Event Name:	Shoreline Dog Fanciers Association	Contract No:	R-125-26
Contact Person:	Kathy Webster	Phone:	(714) 454-6708
Event Date:	08/28/2026 - 08/30/2026	Hours:	Friday - Sunday: 8:00 AM - 5:00 PM

Admission Price:	Free		
Vehicle Parking Fee:	\$15.00 General Parking	Projected Attendance:	1,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday			
Anaheim Building (#16)	08/27/2026 10:00 AM - 10:00 PM	Move In	1,400.00
Los Alamitos Building (#14)	08/27/2026 10:00 AM - 10:00 PM	Move In	1,750.00
OC Promenade (Span)	08/27/2026 10:00 AM - 10:00 PM	Move In	1,400.00
Friday			
Anaheim Building (#16)	08/28/2026 08:00 AM - 05:00 PM	Event	2,800.00
Los Alamitos Building (#14)	08/28/2026 08:00 AM - 05:00 PM	Event	3,500.00
OC Promenade (Span)	08/28/2026 08:00 AM - 05:00 PM	Event	2,800.00
Saturday			
Anaheim Building (#16)	08/29/2026 08:00 AM - 05:00 PM	Event	2,800.00
Los Alamitos Building (#14)	08/29/2026 08:00 AM - 05:00 PM	Event	3,500.00
OC Promenade (Span)	08/29/2026 08:00 AM - 05:00 PM	Event	2,800.00
Sunday			
Anaheim Building (#16)	08/30/2026 08:00 AM - 05:00 PM	Event	2,800.00
Los Alamitos Building (#14)	08/30/2026 08:00 AM - 05:00 PM	Event	3,500.00
OC Promenade (Span)	08/30/2026 08:00 AM - 05:00 PM	Event	2,800.00
Total:			31,850.00

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

Move out must be completed by 11:59 PM Sunday - August 30, 2026 to avoid additional charges.

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>		<u>Actual</u>
30 Amp Drop - Campers	TBD (2025 = 14 EA)	TBD EA	50.00	EA	TBD
50 Amp Drop - Campers	TBD (2025 = 15 EA)	TBD EA	70.00	EA	TBD
Cable Ramp - Campers	TBD (2025 = 16 EA)	TBD EA	15.00	EA	TBD
Dumpster	Estimate 24	24.00 EA	20.00	EA	480.00
Electrical Splitter Box	TBD	TBD EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	2,300.00	EVT	2,300.00
Forklift	TBD	TBD HR	75.00	HR	TBD
Hang Tag - 3 Day	Estimate 12	12.00 EA	21.00	EA	252.00
Marquee Board	08/03/2026 - 08/30/2026	4.00 WK	Included		Included
Portable Electronic Message Board	08/28/2026 - 08/30/2026	2.00 EA	75.00	EA/DAY	450.00
Public Address System (Per Building)	08/28/2026 - 08/30/2026	3.00 EA	75.00	EA/DAY	675.00
RV Camping	TBD (2025 = 134 EA)	TBD EA	45.00	EA	TBD
Scissor Lift	TBD	TBD HR	75.00	HR	TBD
Sweeper (In-House)	Estimate 10 Hours	10.00 HR	75.00	HR	750.00
Wireless Microphone	TBD	TBD EA	50.00	EA	TBD
Total:					4,907.00

EXHIBIT ☐

Event Information						
Reimbursable Personnel and Services Fees						
Description	Date-Time	Units		Rate		Actual
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 16 Hours	16.00	HR	30.00	HR	480.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	30.00	HR	480.00
Electrician	Estimate 20 Hours	20.00	HR	75.00	HR	1,500.00
Event Day						
Grounds Attendant Lead	08/28/2026 07:00AM - 06:00PM	1.00	EA	35.00	HR	385.00
Grounds Attendant	08/28/2026 07:00AM - 06:00PM	4.00	EA	30.00	HR	1,320.00
Janitorial Attendant Lead	08/28/2026 07:00AM - 06:00PM	1.00	EA	35.00	HR	385.00
Janitorial Attendant	08/28/2026 07:00AM - 06:00PM	7.00	EA	30.00	HR	2,310.00
Grounds Attendant Lead	08/29/2026 07:00AM - 06:00PM	1.00	EA	35.00	HR	385.00
Grounds Attendant	08/29/2026 07:00AM - 06:00PM	4.00	EA	30.00	HR	1,320.00
Janitorial Attendant Lead	08/29/2026 07:00AM - 06:00PM	1.00	EA	35.00	HR	385.00
Janitorial Attendant	08/29/2026 07:00AM - 06:00PM	7.00	EA	30.00	HR	2,310.00
Grounds Attendant Lead	08/30/2026 07:00AM - 06:00PM	1.00	EA	35.00	HR	385.00
Grounds Attendant	08/30/2026 07:00AM - 06:00PM	4.00	EA	30.00	HR	1,320.00
Janitorial Attendant Lead	08/30/2026 07:00AM - 06:00PM	1.00	EA	35.00	HR	385.00
Janitorial Attendant	08/30/2026 07:00AM - 06:00PM	7.00	EA	30.00	HR	2,310.00
Clean Up						
Grounds Attendant	Estimate 36 Hours	36.00	HR	30.00	HR	1,080.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	30.00	HR	480.00
Electrician	Estimate 8 Hours	8.00	HR	75.00	HR	600.00
<u>Event Sales & Services</u>						
Event Coordinator	08/28/2026 07:00AM - 06:00PM	1.00	EA	57.50	HR	632.50
Event Coordinator	08/29/2026 07:00AM - 06:00PM	1.00	EA	57.50	HR	632.50
Event Coordinator	08/30/2026 07:00AM - 06:00PM	1.00	EA	57.50	HR	632.50
<u>Parking</u>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	35.00	HR	280.00
Parking Attendant	Estimate 16 Hours	16.00	HR	30.00	HR	480.00
<u>Safety & Security</u>						
Security Attendant - Overnight	08/27/2026 09:00PM - 06:30AM	1.00	EA	30.00	HR	285.00
Security Attendant Lead	08/28/2026 07:00AM - 05:30PM	1.00	EA	35.00	HR	367.50
Security Attendant	08/28/2026 07:00AM - 05:30PM	6.00	EA	30.00	HR	1,890.00
Security Attendant - Overnight	08/28/2026 11:45PM - 06:30AM	1.00	EA	30.00	HR	202.50
Security Attendant Lead	08/29/2026 07:00AM - 05:30PM	1.00	EA	35.00	HR	367.50
Security Attendant	08/29/2026 07:00AM - 05:30PM	6.00	EA	30.00	HR	1,890.00
Security Attendant - Overnight	08/29/2026 11:45PM - 06:30AM	1.00	EA	30.00	HR	202.50
Security Attendant Lead	08/30/2026 07:00AM - 05:30PM	1.00	EA	35.00	HR	367.50
Security Attendant	08/30/2026 07:00AM - 05:30PM	6.00	EA	30.00	HR	1,890.00
<u>Technology</u>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00

EXHIBIT

Event Information

Outside Services

Emergency Medical Services	08/28/2026 07:30AM - 05:30PM	2.00	EA	35.00	HR	700.00
Emergency Medical Services	08/29/2026 07:30AM - 05:30PM	2.00	EA	35.00	HR	700.00
Emergency Medical Services	08/30/2026 07:30AM - 05:30PM	2.00	EA	35.00	HR	700.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	1,000.00	EVT	1,000.00
Total:						31,534.50

Summary

Facility Rental Total	\$31,850.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$36,441.50
Refundable Deposit	\$1,500.00
Grand Total:	\$69,791.50

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$69,791.50
Total:		\$69,791.50

Please Remit Payment by *Check or Credit Card Only*

(3.8% credit card processing fee will automatically be added to the amount authorized)

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CAMPING

Shoreline Dog Fanciers Association to submit itemized list detailing number of camper units/days on grounds. List is to be submitted to OCFEC by no later than **Wednesday - September 2, 2026**. Payment due by **Wednesday - September 9, 2026**.

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

EXHIBIT ☐

Event Information

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

POOP SCOOP TEAM

Renter agrees to provide plastic pet waste bags used by exhibitors bringing their dogs onto the grounds, and agrees to advise them that they are responsible for cleaning up after their dogs. Dogs must be on a leash at all times.

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-128-26**

DATE **August 17, 2026**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Teamsters Union Local 952** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

December 19, 2026

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

See Exhibit A

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

Teamsters Local 952 Holiday Party

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

\$10,819.50

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

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

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

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

Teamsters Union Local 952
140 S Marks Way
Orange, CA 92868

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

By: _____ Date: _____
Title: Brigitte Sirois, Admin Assistant

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

EXHIBIT ☐

Event Information			
Event Name:	Teamsters Local 952 Holiday Party	Contract No:	R-128-26
Contact Person:	Brigitte Sirois	Phone:	(714) 380-1650
Event Date:	12/19/2026	Hours:	10:00 AM - 1:00 PM
Admission Price:	Private Event		
Vehicle Parking Fee:	\$15.00 General Parking	Projected Attendance:	1,500

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Los Alamitos Building (#14)	12/19/2026 06:00 AM - 10:00 AM	Move In	Included
Los Alamitos Building (#14)	12/19/2026 10:00 AM - 01:00 PM	Event	3,500.00
Los Alamitos Building (#14)	12/19/2026 01:00 PM - 11:59 PM	Move Out	Included
Total:			3,500.00

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

Move out must be completed by 11:59 PM Saturday - December 19, 2026 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
4-Channel Audio Mixer	TBD	TBD	EA	35.00	EA	TBD
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Dumpster	Estimate 5	5.00	EA	20.00	EA	100.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	250.00	EVT	250.00
Forklift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Picnic Table (Rectangular & Round)	Estimate 30	30.00	EA	15.00	EA	450.00
Portable Electronic Message Board	12/19/2026	2.00	EA	75.00	EA/DAY	150.00
Public Address System (Per Building)	TBD	TBD	EA	75.00	EA/DAY	TBD
Scissor Lift	TBD	TBD	HR	75.00	HR	TBD
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Total:						1,475.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 6 Hours	6.00	HR	30.00	HR	180.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	30.00	HR	120.00
Electrician	Estimate 1 Hour	1.00	HR	75.00	HR	75.00
Event Day						
Grounds Attendant Lead	12/19/2026 09:00AM - 02:00PM	1.00	EA	35.00	HR	175.00
Grounds Attendant	12/19/2026 09:00AM - 02:00PM	2.00	EA	30.00	HR	300.00
Janitorial Attendant	12/19/2026 09:00AM - 02:00PM	2.00	EA	30.00	HR	300.00
Electrician	12/19/2026 09:00AM - 02:00PM	1.00	EA	75.00	HR	375.00

EXHIBIT ☐

Event Information

Clean Up

Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	35.00	HR	175.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Janitorial Attendant	Estimate 6 Hours	6.00	HR	30.00	HR	180.00
Electrician	Estimate 1 Hour	1.00	HR	75.00	HR	75.00

Event Sales & Services

Event Coordinator	12/19/2026 09:00AM - 02:00PM	1.00	EA	57.50	HR	287.50
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Parking

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

Safety & Security

Security Attendant Lead	12/19/2026 09:00AM - 01:30PM	1.00	EA	35.00	HR	157.50
Security Attendant	12/19/2026 09:00AM - 01:30PM	2.00	EA	30.00	HR	270.00

Technology

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

Emergency Medical Services	12/19/2026 09:30AM - 01:30PM	2.00	EA	35.00	HR	280.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Total: 4,344.50

Summary

Facility Rental Total	\$3,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$5,819.50
Refundable Deposit	\$1,500.00

Grand Total: \$10,819.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$875.00
Second Payment	10/19/2026	\$4,972.25
Third Payment	11/18/2026	\$4,972.25
Total:		\$10,819.50

Please Remit Payment by *Check or Credit Card Only*

(3.8% credit card processing fee will automatically be added to the amount authorized)

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

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

EXHIBIT ☐

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

BANNERS

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms).** **Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Teamsters Union Local 952 must comply with request.**

EXHIBIT ☐

Event Information

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Teamsters Union Local 952 must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Teamsters Union Local 952 must execute changes within the specified timeframe.

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-130-26**

DATE **August 22, 2026**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

November 4 - 9, 2026

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

See Exhibit A

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

Sugar Plum Arts & Crafts Festivals

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

\$38,238.00

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

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

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

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

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

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

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

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

EXHIBIT ☐

Event Information				
Event Name:	Sugar Plum Arts & Crafts Festivals		Contract No:	R-130-26
Contact Person:	Camilla Richter		Phone:	(562) 598-0857
Event Date:	11/06/2026 - 11/08/2026		Hours:	Friday: 9:00 AM - 6:00 PM Saturday: 10:00 AM - 6:00 PM Sunday: 10:00 AM - 4:00 PM
Admission Price:	Friday 9:00 AM - 12:00 PM: \$5.00; Friday 12:00 PM - Sunday 4:00 PM: Free			
Vehicle Parking Fee:	\$15.00 General Parking		Projected Attendance:	2,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
Costa Mesa Building (#10)	11/04/2026 07:00 AM - 08:00 PM	Move In	2,450.00
Thursday			
Costa Mesa Building (#10)	11/05/2026 07:00 AM - 08:00 PM	Move In	2,450.00
Friday			
Costa Mesa Building (#10)	11/06/2026 09:00 AM - 06:00 PM	Event	4,900.00
Saturday			
Costa Mesa Building (#10)	11/07/2026 10:00 AM - 06:00 PM	Event	4,900.00
Sunday			
Costa Mesa Building (#10)	11/08/2026 10:00 AM - 04:00 PM	Event	4,900.00
Monday			
Costa Mesa Building (#10)	11/09/2026 06:00 AM - 12:00 PM	Move Out	No Charge
Total:			19,600.00

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

Move out must be completed by 12:00 PM Monday - November 9, 2026 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Bench (Metal)	TBD	TBD	EA	15.00	EA	TBD
Dumpster	Estimate 6	6.00	EA	20.00	EA	120.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	775.00	EVT	775.00
Hang Tag - 3 Day	Estimate 136	136.00	EA	21.00	EA	2,856.00
Man Lift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Marquee Board	11/02/2026 - 11/08/2026	1.00	WK	Included		Included
Portable Electronic Message Board	11/06/2026 - 11/08/2026	2.00	EA	75.00	EA/DAY	450.00
Public Address System (Per Building)	11/06/2026 - 11/08/2026	1.00	EA	75.00	EA/DAY	225.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Total:						4,801.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Electrician	Estimate 1 Hour	1.00	HR	75.00	HR	75.00

3

Event Information

Event Day

Grounds Attendant Lead	11/06/2026 08:00AM - 07:00PM	1.00	EA	35.00	HR	385.00
Grounds Attendant	11/06/2026 08:00AM - 07:00PM	1.00	EA	30.00	HR	330.00
Janitorial Attendant	11/06/2026 08:00AM - 07:00PM	3.00	EA	30.00	HR	990.00
Grounds Attendant Lead	11/07/2026 09:00AM - 07:00PM	1.00	EA	35.00	HR	350.00
Grounds Attendant	11/07/2026 09:00AM - 07:00PM	1.00	EA	30.00	HR	300.00
Janitorial Attendant	11/07/2026 09:00AM - 07:00PM	3.00	EA	30.00	HR	900.00
Grounds Attendant Lead	11/08/2026 09:00AM - 05:00PM	1.00	EA	35.00	HR	280.00
Grounds Attendant	11/08/2026 09:00AM - 05:00PM	1.00	EA	30.00	HR	240.00
Janitorial Attendant	11/08/2026 09:00AM - 05:00PM	3.00	EA	30.00	HR	720.00

Clean Up

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

Event Sales & Services

Event Coordinator	11/06/2026 08:00AM - 07:00PM	1.00	EA	57.50	HR	632.50
Event Coordinator	11/07/2026 09:00AM - 07:00PM	1.00	EA	57.50	HR	575.00
Event Coordinator	11/08/2026 09:00AM - 05:00PM	1.00	EA	57.50	HR	460.00

Parking

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

Safety & Security

Security Attendant	11/06/2026 08:00AM - 06:30PM	2.00	EA	30.00	HR	630.00
Security Attendant	11/07/2026 09:00AM - 06:30PM	2.00	EA	30.00	HR	570.00
Security Attendant	11/08/2026 09:00AM - 04:30PM	2.00	EA	30.00	HR	450.00

Technology

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

Emergency Medical Services	11/06/2026 08:30AM - 06:30PM	2.00	EA	35.00	HR	700.00
Emergency Medical Services	11/07/2026 09:30AM - 06:30PM	2.00	EA	35.00	HR	630.00
Emergency Medical Services	11/08/2026 09:30AM - 04:30PM	2.00	EA	35.00	HR	490.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Insurance

S.E.L.I. Insurance	11/06/2026 - 11/08/2026	1.00	EA	900.00	EVT	900.00
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(Includes coverage for Move In/Move Out period listed on Rental Agreement)

Total: 13,037.00

Summary

Facility Rental Total	\$19,600.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$17,838.00
Refundable Deposit	\$800.00

Grand Total: **\$38,238.00**

EXHIBIT ☐

Event Information

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$12,746.00
Second Payment	09/04/2026	\$12,746.00
Third Payment	10/05/2026	\$12,746.00
Total:		\$38,238.00

Please Remit Payment by *Check or Credit Card Only*

(3.8% credit card processing fee will automatically be added to the amount authorized)

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

EXHIBIT ☐

Event Information

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-132-26**

DATE **August 5, 2026**

FAIRTIME **XX**

INTERIM

RENTAL AGREEMENT

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

WITNESSETH:

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

August 14, 2026

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

See Exhibit A

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

Blue Bowl Company Gathering

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

\$775.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" "S" and "T" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

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

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

Blue Bowl Superfoods
4150 McGown Street, Unit #6
Long Beach, CA 90808

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

By: _____ Date: _____
Title: **Ismael Lozano, Owner**

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

EXHIBIT ☐

Event Information			
Event Name:	Blue Bowl Company Gathering	Contract No:	R-132-26
Contact Person:	Ismael Lozano	Phone:	(760) 646-6876
Event Date:	08/14/2026	Hours:	5:00 PM - 9:00 PM
Admission Price:	Group Order purchased through Tandem		
Vehicle Parking Fee:	\$15.00 General Parking	Projected Attendance:	216

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Club OC Plaza Pacifica West	08/14/2026 05:00 PM - 09:00 PM	Event	500.00
Note: Fair opens at 11:00 AM			Total: 500.00

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

Move out must be completed by 9:00 PM Friday - August 14, 2026 to avoid additional charges.

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 2	2.00 EA	20.00 EA	40.00
Total:				40.00

Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Post Event Clean Up				
Grounds Attendant	Estimate 2 Hours	2.00 HR	30.00 HR	60.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	30.00 HR	60.00
Insurance (see Exhibit B)				
Special Event Liability Insurance (S.E.L.I.)	08/14/2026	1.00 EA	115.00 EA/DAY	115.00
Total:				235.00

Summary		
Facility Rental Total		\$500.00
Estimated Equipment, Reimbursable Personnel and Services Total		\$275.00

Grand Total: \$775.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$775.00
Total:		\$775.00

Please Remit Payment by *Check or Credit Card Only*

(3.8% credit card processing fee will automatically be added to the amount authorized)

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

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

EXHIBIT ☐

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-133-26**

DATE **August 5, 2026**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

August 30, 2026

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

See Exhibit A

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

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

Sam Tucker Sykes Memorial

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

\$4,777.50

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

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

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

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

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

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

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

Leslie & John Sykes
2308 La Linda Place
Newport Beach, CA 92660

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

By: _____ Date: _____
Title: **Leslie Sykes**

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

EXHIBIT ☐

Event Information			
Event Name:	Sam Tucker Sykes Memorial	Contract No:	R-133-26
Contact Person:	Leslie Sykes	Phone:	(949) 689-5248
Event Date:	08/30/2026	Hours:	4:00 PM - 9:00 PM
Admission Price:	Private Event		
Vehicle Parking Fee:	Parking Buyout (See Summary)	Projected Attendance:	140

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Sunday			
Baja Grill	08/30/2026 09:00 AM - 04:00 PM	Move In	Included
Baja Grill	08/30/2026 04:00 PM - 09:00 PM	Event	1,200.00
Total:			1,200.00

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

Move out must be completed by 11:59 PM Sunday - August 30, 2026 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
Dumpster	Estimate 1	1.00	EA	20.00	EA	20.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	250.00	EVT	250.00
Portable PA System (w/ Wired Mic, Stand and 2 Speakers)	8/30/2026	1.00	EA	150.00	EA/DAY	150.00
Sweeper (In-House)	TBD	TBD	HR	75.00	HR	TBD
Total:						420.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up / Event Day / Clean Up						
Grounds Attendant	Estimate 6 Hours	6.00	HR	30.00	HR	180.00
Janitorial Attendant	08/30/2026 03:00PM - 10:00PM	2.00	EA	30.00	HR	420.00
<u>Event Sales & Services</u>						
Event Coordinator	08/30/2026 03:00PM - 10:00PM	1.00	EA	57.50	HR	402.50
<u>Safety & Security</u>						
Security Attendant	08/30/2026 03:00PM - 09:30PM	2.00	EA	30.00	HR	390.00
<u>Technology</u>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<u>Insurance</u>						
S.E.L.I. Insurance	08/30/2026	1.00	EA	115.00	EA/DAY	115.00
(Includes coverage for Move In/Move Out period listed on Rental Agreement)						

Summary		
Facility Rental Total		\$1,200.00
Estimated Equipment, Reimbursable Personnel and Services Total		\$2,027.50
Parking Buyout <i>(Based upon 70 vehicles at \$15.00 each)</i>		\$1,050.00
Refundable Deposit		\$500.00
Grand Total:		\$4,777.50

EXHIBIT ☐

Event Information

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$4,777.50
Total:		\$4,777.50

Please Remit Payment by *Check or Credit Card Only*

(3.8% credit card processing fee will automatically be added to the amount authorized)

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

BANNERS

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

EXHIBIT ☐

Event Information

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-134-26**

DATE **August 9, 2026**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

December 5, 2026

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

See Exhibit A

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

The Bully Reunion

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

\$24,677.00

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

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

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

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

The Bully Reunion
126 N 109th Dr
Avondale, AZ 85323

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

By: _____ Date: _____
Title: Rushaun Epps, Founder/Event
Coordinator

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

EXHIBIT ☐

Event Information				
Event Name:	The Bully Reunion	Contract No:	R-134-26	
Contact Person:	Rushaun Epps	Phone:	(562) 556-1608	
Event Date:	12/05/2026	Hours:	9:00 AM - 9:00 PM	

Admission Price:

Vehicle Parking Fee: \$15.00 General Parking **Projected Attendance:** 2,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
The Hangar	12/04/2026 08:00 AM - 11:59 PM	Move In	2,050.00
Saturday			
The Hangar	12/05/2026 09:00 AM - 09:00 PM	Event	4,100.00
Total:			6,150.00

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

Move out must be completed by 11:59 PM Saturday - December 5, 2026 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
50 Amp Drop	Estimate 5	5.00	EA	70.00	EA	350.00
Barricade (Plastic)	Estimate 100	100.00	EA	15.00	EA	1,500.00
Bench (Metal)	TBD	TBD	EA	15.00	EA	TBD
Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	Estimate 50	50.00	EA	2.50	EA	125.00
Dumpster	Estimate 11	11.00	EA	20.00	EA	220.00
Electrical Splitter Box	Estimate 5	5.00	EA	55.00	EA	275.00
Electrical Usage Rate	Estimate Only	1.00	EA	250.00	EVT	250.00
Forklift	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Man Lift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Marquee Board	11/29/2026 - 12/05/2026	1.00	WK	Included		Included
Portable Electronic Message Board	12/05/2026	2.00	EA	75.00	EA/DAY	150.00
Projector (12,000 Lumens)	12/05/2026	1.00	EA	3,000.00	EA/DAY	3,000.00
Projector Screen in Hangar	12/05/2026	1.00	EA	300.00	EA/DAY	300.00
Public Address System (Per Building)	TBD	TBD	EA	75.00	EA/DAY	TBD
Scissor Lift	TBD	TBD	HR	75.00	HR	TBD
Stanchion	Estimate 30	30.00	EA	5.00	EA	150.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Wireless Microphone	TBD	TBD	EA	50.00	EA	TBD
Total:						7,295.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	30.00	HR	120.00
Electrician	Estimate 4 Hours	4.00	HR	75.00	HR	300.00

EXHIBIT ☐

Event Information						
Event Day						
Grounds Attendant Lead	12/05/2026 08:00AM - 10:00PM	1.00	EA	35.00	HR	490.00
Grounds Attendant	12/05/2026 08:00AM - 10:00PM	2.00	EA	30.00	HR	840.00
Janitorial Attendant	12/05/2026 08:00AM - 10:00PM	2.00	EA	30.00	HR	840.00
Electrician	12/05/2026 08:00AM - 10:00PM	1.00	EA	75.00	HR	1,050.00
Clean Up						
Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	35.00	HR	140.00
Grounds Attendant	Estimate 11 Hours	11.00	HR	30.00	HR	330.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	30.00	HR	120.00
Electrician	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
<u>Event Sales & Services</u>						
Event Coordinator	12/05/2026 08:00AM - 10:00PM	1.00	EA	57.50	HR	805.00
<u>Parking</u>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	35.00	HR	280.00
Parking Attendant	Estimate 16 Hours	16.00	HR	30.00	HR	480.00
<u>Safety & Security</u>						
Security Attendant Lead	12/05/2026 08:00AM - 09:30PM	1.00	EA	35.00	HR	472.50
Security Attendant	12/05/2026 08:00AM - 09:30PM	4.00	EA	30.00	HR	1,620.00
<u>Technology</u>						
Technology Attendant	TBD (Audio Configuration Fee)	TBD	EA	100.00	EVT	TBD
<u>Outside Services</u>						
Emergency Medical Services	12/05/2026 08:30AM - 09:30PM	2.00	EA	35.00	HR	910.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						9,732.00

Summary

Facility Rental Total	\$6,150.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$17,027.00
Refundable Deposit	\$1,500.00
Grand Total:	\$24,677.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment (25% Facility Fee)	<i>Upon Signing</i>	\$1,537.50
Second Payment	10/05/2026	\$11,569.75
Third Payment	11/04/2026	\$11,569.75
Total:		\$24,677.00

Please Remit Payment by *Check or Credit Card Only*

(3.8% credit card processing fee will automatically be added to the amount authorized)

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

EXHIBIT ☐

Event Information

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

BANNERS

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

POOP SCOOP TEAM

Renter agrees to provide plastic pet waste bags used by exhibitors bringing their dogs onto the grounds, and agrees to advise them that they are responsible for cleaning up after their dogs. Dogs must be on a leash at all times.

RECYCLING / SB 1383

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

EXHIBIT ☐

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-135-26**

DATE **August 14, 2026**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

December 17 - 20, 2026

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

See Exhibit A

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

TRA Holiday Party

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

\$26,692.00

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

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

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

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

The One Up Group
1049 Havenhurst Drive, Suite 7
West Hollywood, CA 90046

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

By: _____ Date: _____
Title: Eyal Simko, Creative Director

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

EXHIBIT ☐

Event Information				
Event Name:	TRA Holiday Party	Contract No:	R-135-26	
Contact Person:	Eyal Simko	Phone:	(310) 666-2250	
Event Date:	12/19/2026	Hours:	6:00 PM - 12:00 AM	

Admission Price:	Private Event			
Vehicle Parking Fee:	Parking Buyout (See Summary)	Projected Attendance:	500	

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday			
½ Main Mall	12/17/2026 07:00 AM - 11:59 PM	Move In	500.00
The Hangar	12/17/2026 07:00 AM - 11:59 PM	Move In	2,050.00
Friday			
½ Main Mall	12/18/2026 07:00 AM - 11:59 PM	Move In	500.00
The Hangar	12/18/2026 07:00 AM - 11:59 PM	Move In	2,050.00
Saturday			
½ Main Mall	12/19/2026 06:00 PM - 12:00 AM	Event	1,000.00
The Hangar	12/19/2026 06:00 PM - 12:00 AM	Event	4,100.00
Monday			
½ Main Mall	12/20/2026 06:00 AM - 11:59 AM	Move Out	No Charge
The Hangar	12/20/2026 06:00 AM - 11:59 AM	Move Out	No Charge
Total:			10,200.00

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

Move out must be completed by 11:59 AM Sunday - December 20, 2026 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
100 Amp Drop	TBD	TBD	EA	180.00	EA	TBD
200 Amp Drop	Estimate 1	1.00	EA	360.00	EA	360.00
Barricade (Metal)	TBD	TBD	EA	15.00	EA	TBD
Barricade (Plastic)	Estimate 20	20.00	EA	15.00	EA	300.00
Cable Ramp	Estimate 10	10.00	EA	15.00	EA	150.00
Chair (Individual)	TBD	TBD	EA	2.50	EA	TBD
Dumpster	Estimate 20	20.00	EA	20.00	EA	400.00
Electrical Splitter Box	Estimate 5	5.00	EA	55.00	EA	275.00
Electrical Usage Rate	Estimate Only	1.00	EA	250.00	EVT	250.00
Forklift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Portable Electronic Message Board	12/19/2026	2.00	EA	75.00	EA/DAY	150.00
Projector (12,000 Lumens)	TBD	TBD	EA	3,000.00	EA/DAY	TBD
Projector Screen in Hangar	TBD	TBD	EA	300.00	EA/DAY	TBD
Sweeper (In-House)	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Total:						2,485.00

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

EXHIBIT ☐

Event Information						
Janitorial Attendant	Estimate 12 Hours	12.00	HR	30.00	HR	360.00
Electrician	Estimate 8 Hours	8.00	HR	75.00	HR	600.00
Event Day						
Grounds Attendant Lead	12/19/2026 05:00PM - 01:00AM	1.00	EA	35.00	HR	280.00
Grounds Attendant	12/19/2026 05:00PM - 01:00AM	2.00	EA	30.00	HR	480.00
Janitorial Attendant	12/19/2026 05:00PM - 01:00AM	2.00	EA	30.00	HR	480.00
Electrician	12/19/2026 05:00PM - 01:00AM	1.00	EA	75.00	HR	600.00
Clean Up						
Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	35.00	HR	140.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Electrician	Estimate 8 Hours	8.00	HR	75.00	HR	600.00
<u>Event Sales & Services</u>						
Event Coordinator	12/19/2026 05:00PM - 01:00AM	1.00	EA	57.50	HR	460.00
<u>Parking</u>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	35.00	HR	280.00
Parking Attendant	Estimate 16 Hours	16.00	HR	30.00	HR	480.00
<u>Safety & Security</u>						
Security Attendant - Overnight	12/17/2026 06:00PM - 09:00AM	1.00	EA	30.00	HR	450.00
Security Attendant Lead	12/19/2026 05:00PM - 12:30AM	1.00	EA	35.00	HR	262.50
Security Attendant	12/19/2026 05:00PM - 12:30AM	6.00	EA	30.00	HR	1,350.00
<u>Technology</u>						
Technology Attendant	TBD	TBD	EA	TBD	HR	TBD
<u>Outside Services</u>						
Emergency Medical Services	12/19/2026 05:30PM - 12:30AM	2.00	EA	35.00	HR	490.00
Sound Monitor	TBD	TBD	EA	845.00	EA/DAY	TBD
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	TBD	TBD	EA	TBD	EVT	TBD
Total:						8,757.00

Summary

Facility Rental Total	\$10,200.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$11,242.00
Parking Buyout (<i>Based upon 250 vehicles at \$15.00 each</i>)	\$3,750.00
Refundable Deposit	\$1,500.00
Grand Total:	\$26,692.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment (25% Facility Fee)	<i>Upon Signing</i>	\$2,550.00
Second Payment	10/16/2026	\$12,071.00
Third Payment	11/17/2026	\$12,071.00
Total:		\$26,692.00

EXHIBIT ☐

Event Information

Please Remit Payment by *Check or Credit Card Only*

(3.8% credit card processing fee will automatically be added to the amount authorized)

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

BANNERS

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

RECYCLING / SB 1383

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

EXHIBIT ☐

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-138-26**
DATE **September 9, 2026**
FAIRTIME
INTERIM **XX**

REVIEWED _____

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

November 10, 2026

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

See Exhibit A

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

Orange County Job Fair

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

\$7,775.00 In-Kind Trade
\$5,953.25 Payment

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

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

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

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

**Orange County Community Services
1300 S Grand Avenue, Building B
Santa Ana, CA 92705**

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

By _____ Date: _____
Title: **Renee Ramirez, Director**

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

Coast Community College District in agreement with Renter and Association, will provide payment for contracted equipment, personnel and services itemized in Exhibit A of the agreement.

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

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

By _____ Date: _____
**Title: Marlene Drinkwise, CCCD
Vice Chancellor Administrative Services**

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

EXHIBIT ☐

Event Information			
Event Name:	Orange County Job Fair	Contract No:	R-138-26
Contact Person:	Karen Keup	Phone:	(714) 272-5585
Event Date:	11/10/2026	Hours:	12:30 PM - 5:00 PM
Admission Price:	Free		
Vehicle Parking Fee:	Parking Buyout (See Summary)	Projected Attendance:	500

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Tuesday			
Los Alamitos Building (#14)	11/10/2026 12:30 PM - 05:00 PM	Event	3,500.00*
In-Kind Trade Total:			3,500.00*

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

Move out must be completed by 11:59 PM Tuesday - November 10, 2026 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Marquee Board	11/04/2026 - 11/10/2026	1.00	WK	Included		Included
Podium	Estimate 1	1.00	EA	25.00	EA	25.00*
Portable Electronic Message Board	11/10/2026	2.00	EA	75.00	EA/DAY	150.00*
Public Address System (Per Building)	11/10/2026	1.00	EA	75.00	EA/DAY	75.00*
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00*
Wireless Microphone	Estimate 1	1.00	HR	50.00	EA	50.00*
In-Kind Trade Total:						525.00*
Hard Cost						
Dumpster	Estimate 4	4.00	EA	20.00	EA	80.00
Electrical Usage Rate	Estimate Only	1.00	EA	250.00	EVT	250.00
Forklift	TBD	TBD	HR	75.00	HR	TBD
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Total:						330.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Event Day						
Grounds Attendant	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	30.00	HR	120.00
Electrician	TBD	TBD	HR	75.00	HR	TBD
Event Day						
Grounds Attendant Lead	11/10/2026 11:30AM - 06:00PM	1.00	EA	35.00	HR	227.50
Grounds Attendant	11/10/2026 11:30AM - 06:00PM	1.00	EA	30.00	HR	195.00
Janitorial Attendant	11/10/2026 11:30AM - 06:00PM	2.00	EA	30.00	HR	390.00
Clean Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	35.00	HR	280.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Electrician	TBD	TBD	HR	75.00	HR	TBD

EXHIBIT ☐

Event Information

Event Sales & Services

Event Coordinator	11/10/2026 11:30AM - 06:00PM	1.00	EA	57.50	HR	373.75
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Parking

Parking Attendant Lead	Estimate 4 Hours	4.00	HR	35.00	HR	140.00
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Parking Attendant	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
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Safety & Security

Security Attendant Lead	11/10/2026 11:30AM - 05:30PM	1.00	EA	35.00	HR	210.00
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Security Attendant	11/10/2026 11:30AM - 05:30PM	3.00	EA	30.00	HR	540.00
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Technology

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

Emergency Medical Services	11/10/2026 12:00PM - 05:30PM	1.00	EA	35.00	HR	192.50
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State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
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Total:	4,123.25
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Summary

OCFEC In-Kind Trade

Facility Rental Total	\$3,500.00
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Estimated Equipment, Reimbursable Personnel and Services Total	\$525.00
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Parking Buyout <i>(Based upon 250 vehicles at \$15.00 per vehicle)</i>	\$3,750.00
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In-Kind Trade Grand Total:	\$7,775.00
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OCFEC will provide the facility rental fee and parking buyout in trade for a reduction of \$7,775.00 in support of Orange County Veterans Job Fair coordinated with Heroes Hall Foundation and District 5.

Orange County Community Services

Estimated Equipment, Reimbursable Personnel and Services Total	\$4,453.25
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Refundable Deposit	\$1,500.00
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Orange County Community Services Total:	\$5,953.25
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Payment Schedule

Payment Schedule

First Payment	<u>Due Date</u>	<u>Amount</u>
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Upon Signing

\$5,953.25

Total:	\$5,953.25
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Coast Community College District in agreement with Orange County Community Services and OCFEC, will provide payment for contracted equipment, personnel and services itemized in Exhibit A of the agreement.

Please Remit Payment by *Check or Credit Card Only*

(3.8% credit card processing fee will automatically be added to the amount authorized)

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

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

EXHIBIT ☐

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

ADDITIONAL INSURANCE REQUIREMENT (HAZARDOUS/INTERACTIVE GAMES)

Coverage and proof of insurance is required for all hazardous and/or interactive activities. Insurance certificate must be submitted to the Event Coordinator four (4) weeks prior to the event date.

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

FUTURE PARKING BUYOUT TERMS

A physical count of attendee vehicles parked in OCFEC parking lots will be conducted at the 2026 Orange County Hiring Event, and the same number will accordingly become the basis for parking buyout terms in the 2027 Orange County Hiring Event rental agreement.

GLASS

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

RECYCLING / SB 1383

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

EXHIBIT ☐

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

DATE 6/16/2026

REVIEWED TD

FAIRTIME

APPROVED EYINTERIM **XX****RENTAL AGREEMENT**

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

WITNESSETH:

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

August 28 to 30, 2026

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

See Exhibit A

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

SP Week 4 Horse Show

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

Total Amount: \$14,865.00

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

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

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

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

Stiegler Show Productions, LLC
Robyn Stiegler

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

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

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

RULES AND REGULATIONS GOVERNING RENTAL SPACE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT ☐

Event Information			
Event Name:	SP Week 4 Horse Show	Contract No:	RA-EQC025-26
Contact Person:	Robyn Stiegler	Phone:	(949) 355-9557
Event Date:	08/28/2026 - 08/30/2026	Hours:	Sat & Sun: 8:00 AM - 5:00 PM
Admission Price:	Free	Projected Attendance:	90
Vehicle Parking Fee:	Free	Projected Number of Horses:	25-35

Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>		<u>Activity</u>	<u>Amount</u>
Friday				
Arena #1 (Mesa) Show Arena	08/28/2026 7:00 AM - 5:00 PM		Move In	Included
Arena #2 (Orange) Warm Up	08/28/2026 7:00 AM - 5:00 PM		Move In	Included
Saturday				
Arena #1 (Mesa) Show Arena	08/29/2026 7:00 AM - 5:00 PM		Event	787.50
Arena #2 (Orange) Warm Up	08/29/2026 7:00 AM - 5:00 PM		Event	787.50
Sunday				
Arena #1 (Mesa) Show Arena	08/30/2026 7:00 AM - 5:00 PM		Event	787.50
Arena #2 (Orange) Warm Up	08/30/2026 7:00 AM - 5:00 PM		Event	787.50
Total:				3,150.00

Move out must be completed by 11:59 PM Sunday -08/30/2026 to avoid additional charges.

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>	<u>Amount</u>
Box Stalls (12' x 12') - 2 Day Event	08/29/2026- 08/30/2026	30.00 EA		125.00 EA/DAY	3,750.00
Tack Room (12' x 12') - 2 Day Event	08/29/2026- 08/30/2026	5.00 EA		70.00 EA	350.00
Trailer Parking	TBD	TBD EA		30.00 EA	TBD
Show Office (12' x 12' tack room)	TBD	TBD EA		TBD EA	TBD
Dumpster (Manure)	Estimate 6	6.00 EA		Included	Included
Dumpster (Trash)	Estimate 2	2.00 EA		20.00 EA	40.00
Electrical Usage Rate	Estimate Only	TBD EA		TBD EVT	TBD
Electrical Splitter Box	TBD	TBD EA		55.00 EA	TBD
Portable PA System - Small	Estimate 1	1.00 EA		Included	Included
Shavings	Estimated 200 bags	200.00 EA		10.00 EA	2,000.00
Sweeper	Estimate 2 Hours	TBD HR		75.00 HR	TBD
Alfalfa	TBD	TBD EA		24.00 EA	TBD
Timothy	TBD	TBD EA		36.00 EA	TBD
Green Hedge Fencing	08/29/2026- 08/30/2026	8.00 EA		15.00 EA	120.00
Additional Water and Drag per Arena	TBD	TBD EA		175.00 EA	TBD
Total:					6,260.00

Reimbursable Personnel and Services Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u># of Hours</u>	<u>Rate</u>	<u>Amount</u>
TRCC					
Event Coordinator	08/29/2026 7:30 AM - 5:30 PM	1.00 EA	10.00 HR	57.50 HR	575.00
Event Coordinator	08/30/2026 7:30 AM - 5:30 PM	1.00 EA	10.00 HR	57.50 HR	575.00
Event Operations					
Set Up					
Grounds Attendant	Estimate 4 Hours	4.00 HR	4.00 HR	30.00 HR	120.00
Janitorial Attendant	TBD	TBD HR	TBD HR	30.00 HR	TBD
Electrician	TBD	TBD HR	TBD HR	75.00 HR	TBD

EXHIBIT ☐

Event Information									
Event Day	Date-Time		Units		# of Hours		Rate		Amount
Grounds Attendant	08/29/2026	7:00 AM - 5:00 PM	1.00	EA	10.00	HR	30.00	HR	300.00
Janitorial Attendant	08/30/2026	9:00 AM - 1:00 PM	1.00	EA	4.00	HR	30.00	HR	120.00
Grounds Attendant	08/29/2026	7:00 AM - 5:00 PM	1.00	EA	10.00	HR	30.00	HR	300.00
Janitorial Attendant	08/30/2026	9:00 AM - 1:00 PM	1.00	EA	4.00	HR	30.00	HR	120.00
Clean Up									
Grounds Attendant	Estimate 4 Hours		1.00	EA	4.00	HR	30.00	HR	120.00
Janitorial Attendant	TBD		TBD	EA	TBD	HR	30.00	HR	TBD
Electrician	TBD		TBD	EA	TBD	HR	75.00	HR	TBD
Parking									
Parking Attendant Lead	TBD		TBD	EA	TBD	HR	35.00	HR	TBD
Parking Attendant	TBD		TBD	EA	TBD	HR	30.00	HR	TBD
Safety & Security									
Security Attendant	08/29/2026	7:00 AM - 5:00 PM	1.00	EA	10.00	HR	30.00	HR	300.00
Security Attendant	08/29/2026	9:00 AM - 7:00 PM	1.00	EA	10.00	HR	30.00	HR	300.00
Security Attendant	08/30/2026	7:00 AM - 5:00 PM	1.00	EA	10.00	HR	30.00	HR	300.00
Security Attendant	08/30/2026	9:00 AM - 7:00 PM	1.00	EA	10.00	HR	30.00	HR	300.00
Outside Services									
Emergency Medical Services	08/29/2026	7:00 AM - 5:00 PM	1.00	EA	10.00	HR	35.00	HR	350.00
Emergency Medical Services	08/30/2026	7:00 AM - 5:00 PM	1.00	EA	10.00	HR	35.00	HR	350.00
Trash Collection & Sweeping Services	Estimate Only		1.00	EA			325.00	EVT	325.00

Total: 4,455.00

Summary

Facility Rental Total	\$3,150.00
Estimated Reimbursable Personnel and Services Total	\$4,455.00
Estimated Equipment Total (i.e. Stall, Hay and Dumpsters)	\$6,260.00
Refundable Deposit	\$1,000.00

Grand Total: \$14,865.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Refundable Deposit	Upon Signing	\$1,000.00
First Payment	7/20/2026	\$3,150.00
Second Payment	8/10/2026	\$4,455.00
Third Payment	8/20/2026	\$6,260.00

Total: \$14,865.00

Please Remit Payment in *Check Only*

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

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

EXHIBIT "A"

DATE(S) OF EVENT: August 28, 2026 and ending August 30, 2026

EVENT NAME: SP Week 4 Horse Show

LOCATION(S):

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

RENTER AGREES:

A. GENERAL POLICIES AND PROCEDURES

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

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

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

B. THE RANCH COMMUNITY CENTER GENERAL POLICIES AND PROCEDURES

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

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

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

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

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

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

D. Horse Health

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

E. Parking

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

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

F. RV/Trailer Parking

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

G. Arena Policies

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

H. Show Office/Tack Rooms Space Policies

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

I. Wash Racks

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

J. Horse Shoeing

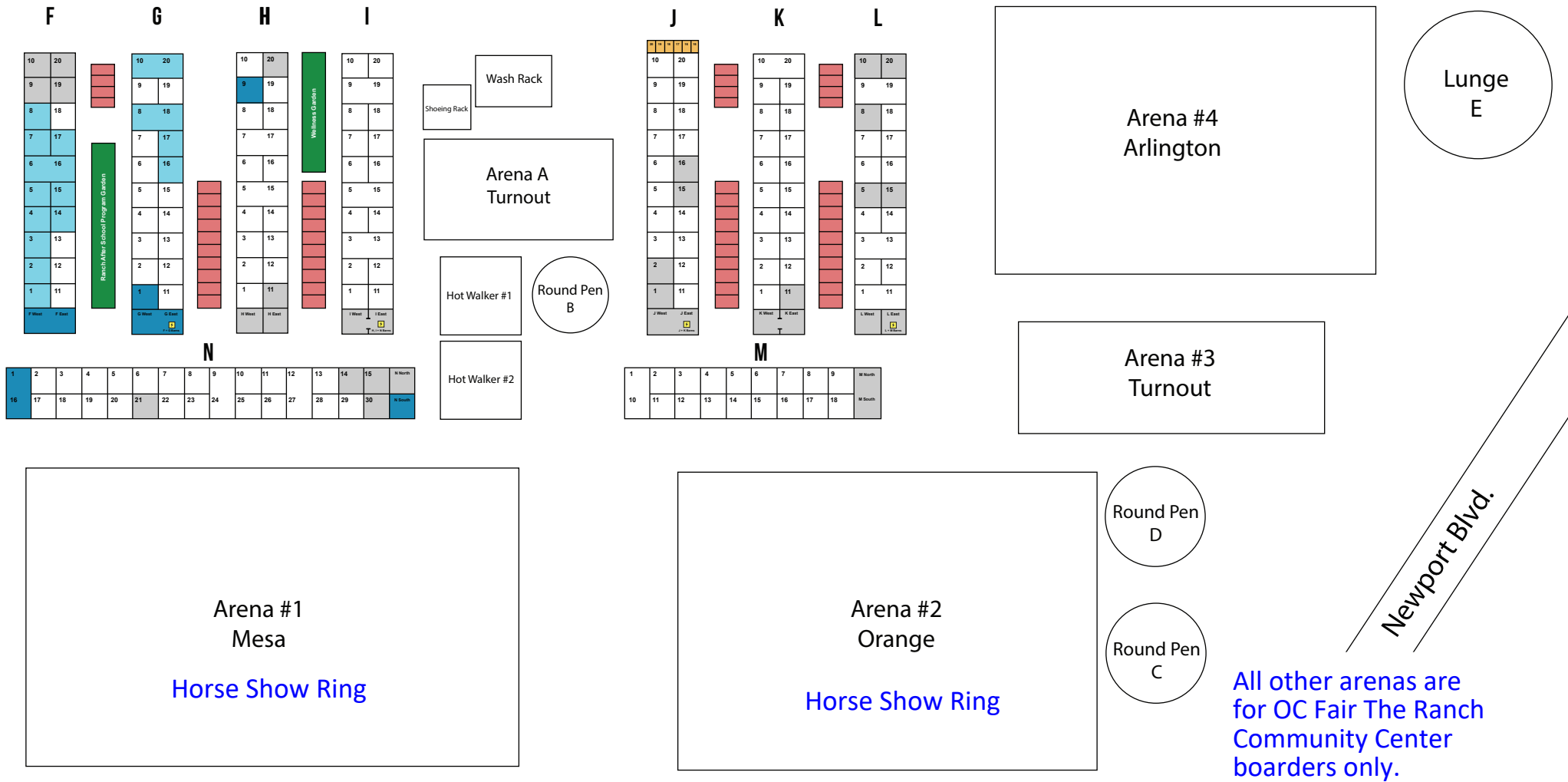
- a) Horse shoe area is provided as a courtesy to Renters on an "as available, first come, first served" basis. All shoeing, trimming and resetting will be done in the shoeing racks only. There are no exceptions without prior arrangements with OCFEC management. Clean up of area is required after use.

K. Canopies/Tents

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

Arlington Drive

Gate 9



All other arenas are for OC Fair The Ranch Community Center boarders only.

Tack

Stall

Cross Ties

Lockers

Community Exhibits & Programming

Electrical Panel



• **THE RANCH** •
COMMUNITY CENTER
— AT THE OC FAIRGROUNDS —

EXHIBIT B

INSURANCE REQUIREMENTS (revised effective January 1, 2023)

I. Evidence of Coverage

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

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton

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

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

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
 - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
 - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
 - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

- For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
- For Master Insurance Certificates Only –
 - California Fair Services Authority
Attn: Risk Management, 1776 Tribute Road, Suite 100
Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

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

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

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

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

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

3. Non-Discrimination Clause

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

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

4. Amendment (GC 11010.5)

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

5. Assignment

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

6. Termination

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

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

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

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

SCTC, F-31 (revised 10/01)

7. Governing Law

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

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

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

Current State Employees (PCC 10410):

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

Former State Employees (PCC 10411):

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

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

9. Contractor Name Change

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

10. Air or Water Pollution Violation (WC 13301)

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

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

EXHIBIT E

NOISE ORDINANCE:

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

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

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

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

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

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

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

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

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

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

IN SUMMARY:

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

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

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

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

- 1) In all cases, apply reasonable care to:
 - a) Not interfere with surrounding vendors activities.
 - b) Maintain a level reasonably consistent with the program material and audience size to be covered.
 - c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
 - d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
 - e) The Noise Injunction is to be respected and adhered to at all times.
- 2) Contractor is specifically responsible for insuring compliance as indicated herein.
- 3) Contractor will respond to requests from District personnel to reduce levels as required.



Exhibit F - Assembly Bill 1499

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

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

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

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

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

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

California Legislative Information
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1499

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

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





Exhibit S

TRUSSING/TEMPORARY SPECIAL EVENT STRUCTURE CONSTRUCTION & SAFETY CODE

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

- Required fall arrest system (harness and line use) by personnel exposed to fall hazard during installation, maintenance/wash and teardown periods.
- Specified installation of base plates and anchoring systems.
- Specified blocking schemes and pinning devices.

Show producers/promoters, commercial exhibitors/merchants and concessionaires not adhering to above guidelines, or deemed to be operating in an otherwise unsafe manner, may be directed to cease operations. Violations can result in counseling and other corrective measures up to and including notice of contractual default. If condition is not corrected within a reasonable remedy period based upon severity of situation or immediately when absolutely necessary, or if occurrence is a repeat violation, matter can be cause for loss of directly related rental space and/or dismissal from the OC Fair & Event Center as well as loss of consideration for future participation at the OC Fair and other planned events.

Advance request and OCFEC/State Fire Marshal review process: During application and contractual rental agreement development timeline, Renter shall submit a request to respective contracting department for OCFEC review and approval of Renter's intent to install trussing units or other such structures surrounding or adjoining designated concession or commercial exhibitor space. If provided OCFEC approval to proceed to next steps of structure planning, Renter is then required by OCFEC and California State Fire Marshal to provide structure (trussing) installation construction documentation, inclusive of a stamped engineering drawing prepared by a California registered structural engineer in accordance with the California Building Code and a letter of conformance from the party responsible for actual building of the structure. Documentation shall encompass structural integrity, wind loads and flame spread requirements, and must be available to OCFEC and fire code official upon request for review and approval in order to permit installation of planned temporary structure. In and of itself, submission of documents to OCFEC or fire code official does not constitute approval. Basis for addressing all specified construction related requirements is to protect against potential of structural collapse/upending and shock hazards. See below document content and procedural list for additional preparatory reference.



Construction documents: Construction documents shall be prepared by a California registered design professional (structural engineer) in accordance with the California Building Code and ANSI E1 .21 where applicable. Documents shall include:

1. A summary sheet showing the building code used, design criteria, loads and support reactions.
2. Detailed construction and installation drawings.
3. Design calculations.
4. Operating limits of the structure explicitly outlined by the registered design professional including environmental conditions and physical forces.
5. Effects of additive elements such as video walls, supported scenery, audio equipment, vertical and horizontal coverings.
6. Means for adequate stability including specific requirements for guying and cross-bracing, ground anchors or ballast for different ground conditions.

Designation of responsible party: The owner of the temporary special event structure shall designate in writing a person to have responsibility for the temporary special event structure on the site. The designated person shall have sufficient knowledge of the construction documents, manufacturer's recommendations and operations plan to make judgments regarding the structure's safety and to coordinate with the fire code official.

Operations plan: The operations plan shall reflect manufacturer's operational guidelines, procedures for environmental monitoring and actions to be taken under specified conditions consistent with the construction documents.

Means of egress – The means of egress for temporary special event structures shall comply with California Fire Code.

For official code standards, refer to the California Fire Code (CFC) section applicable to Temporary Special Event Structures.



Exhibit T - Generative AI Disclosure Obligations

GENERATIVE AI DISCLOSURE OBLIGATIONS

The following terms are in addition to the defined terms and shall apply to the Contract:

- “Generative AI (GenAI)” means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system’s training data. (Gov. Code § 11549.64.)

Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for Gen AI

Notification shall be provided to the State designee identified in this Contract.

At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

The State, at its sole discretion, may consider Contractor’s failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.



EXHIBIT "X"

RELEASE AND WAIVER OF LIABILITY AGREEMENT FOR EQUESTRIAN ACTIVITIES

I _____ ("Participant"), acknowledge that I have voluntarily applied to participate in the following activities at OC Fair & Event Center - 32nd DAA (the "Fair"):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I (Participant) verify this statement by placing my initials here: _____

Parent or Guardian's initials of participant (if under 18): _____

As consideration for being permitted by the Fair, the State of California ("State"), the County of Orange (the "County"), and any lessor of the fair premises ("Lessor"), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees")** from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities. I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Participant Name (Print)

Participant Signature

Date

Address: _____

**IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN
MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.**

Parent or Guardian Name (Print)

Parent or Guardian Signature

Date

Equestrian Activity with:

Trainer/Barn: ☐ Citrus Hill Farms ☐ Zequestrian ☐ Walk Intuit
☐ Walk-in ☒ Horse Show ☐ Other: _____

HORSE SHOW PARTICIPANTS MUST ABIDE BY THE RANCH COMMUNITY CENTER GENERAL POLICIES AND PROCEDURES

A. THE RANCH COMMUNITY CENTER GENERAL POLICIES AND PROCEDURES

- a) **Special Provisions:** The Ranch Community Center Policies & Procedures Handbook is incorporated as part of this Agreement by this reference and is on file with the Association. By signing the Agreement, Renter acknowledges that Renter has read the Ranch Community Center Policies & Procedures Handbook and agrees to abide by the Ranch Community Center Policies & Procedures Handbook ocfair.com/ranchpolicies.
- b) Boarding of horse(s) and use of OCFEC facilities and livestock services for Horse Shows shall be subject to these General Policies and Procedures in addition to the other terms and conditions herein. OCFEC may, at its discretion, change these General Policies and Procedures from time to time, and Renter agrees to be bound by and observe the General Policies and Procedures as they may, from time to time, be published by OCFEC.
- c) OCFEC facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider(s). OCFEC reserves the right to refuse admittance of Renter's affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the premises if their conduct does not conform to these General Policies and Procedures and good social behavior. Disregard or violation of these General Policies and Procedures may, at OCFEC's discretion, result in the immediate expulsion of the Renter's affiliates, including any employees, assistants, agents, family members and guests. When Renter and any affiliates, including any employees, assistants, agents, family members and guests enters OCFEC property, Renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horses. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on OCFEC property.
- d) All Renter's affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of the language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or Renter's property, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Policies and Procedures, may result, at OCFEC's discretion, in immediate removal from the property.

B. The Ranch Community Center Facility Use Policies

Renter shall comply at all times with the following facility use policies:

- a) Smoking and vaping are prohibited at The Ranch Community Center and all OCFEC property. No exceptions.
- b) The speed limit on the Fairgrounds is 3 mph. All vehicles driving on the Fairgrounds must be aware of and respect all others on OCFEC property.
- c) Riders must wear a helmet that meets the American Society of Testing and Materials (ASTM) standards (or any other nationally recognized standard for equine helmets) which is properly fitted and fastened securely upon the rider's head by a strap at all times when riding horses. No jumping at any time without protective headgear, shoes with heels and full tack.
- d) No climbing, sitting or standing on or near arena rails.

- e) Barn aisles must be kept neat and clear at all times.
- f) Trotting or running horses is not permitted outside of an arena.
- g) For safety, no riding double.
- h) No glass containers allowed on Fairgrounds.
- i) All manure, debris or trash dropped while grooming, washing or walking horse(s) around barn areas must be picked up immediately. Any manure pullings should be cleaned up and disposed of in the designated waste bins.
- j) For everyone's safety, horses should not be ridden with just a halter. Please use a headstall with proper control devices.
- k) Horses are not allowed to be loose, nor are they allowed to roam freely.
- l) Dogs are not allowed on property.

C. Horse Health

- a) OCFEC is dedicated to the health, welfare and safety of all equine and human exhibitors. Renter is responsible for ensuring that all event horses are healthy, providing required documentation including but not limited to vaccination records, declarations of health, or any additional health documents.
- b) Renter is responsible for collecting participant liability waivers from all Horse Show participants. Liability waivers (Exhibit W) will be emailed to Renter, blank copies will also be available in The Ranch Community Center office. Signed Release and Waiver of Liability Agreements MUST be submitted to The Ranch Community Center office prior to any activity taking place.
- c) Non-showing horses will not be allowed on the Fairgrounds; all horses must be entered in the show prior to arrival.
- d) No trailer ins. All horses entered in show must be assigned to a stall.
- e) Refer to the California Department of Food & Agriculture's "Biosecurity" document which provides general information on keeping horses healthy at equine events: https://www.cdffa.ca.gov/ahfss/animal_health/pdfs/I.pdf

D. Parking

- a) Entry and exit will be through Gate 9 (off Arlington Drive).
- b) OCFEC reserves the right to charge for guest parking through Gate 8 (overflow). Established year-round event general parking is \$15 (fifteen dollars) per vehicle or motorcycle. Oversized vehicles (e.g., RV's, busses and trailers are \$30 (thirty dollars). Parking fees are non-refundable and only valid for the date purchased. To inquire about an event parking buyout, please contact The Ranch Community Center staff.
- c) All event participants, vendors, promoters and service providers must park in the main parking lot or any other designated parking area, and must enter the facility through the designated event entrance. Vehicles parked in an area that is not permitted shall be at risk of being towed at the owner's expense.
- d) Participants have access to the Fairgrounds prior to or after the event to load/unload (unless otherwise stated). Loading/unloading is limited to 15 minutes and emergency flashers must remain on while loading or unloading. Vehicles must not block any doors, gates or aiseways. Vehicles not in compliance may be towed at owner's expense.
- e) NO overnight parking allowed without the expressed written consent of OCFEC.
- f) All vehicles driving on the Fairgrounds must be aware of and respect all others using the facility.
- g) Depending on event attendance, OCFEC reserves the right to require that Renter provide OCFEC parking and traffic control personnel as part of their contract for the duration of any contract at the expense of the Renter. In such cases, OCFEC will manage traffic and parking on grounds.

E. RV/Trailer Parking

- a) Due to a limited number of RV/Trailer parking spots on OCFEC property, users may not park their RV/trailers on the property unless parking is assigned to them. Charges will be assessed for any RV/trailer parked on OCFEC property. OCFEC does not accept liability for any theft or damage to RV or trailers. Inquiries for RV/Trailer parking must go through the OCFEC's Safety & Security Department, 714-708-1588 or dps@ocfair.com.

F. Arena Policies

- a) Participants must follow all posted arena policies. No lunging or lunge line lessons in the show and/or main arenas.
- b) When entering an arena, a rider should make sure they are seen and wait for a break in the traffic to enter.
- c) Arena is to be returned to its original position as soon as Renter is finished. Any dislocated pole or standard shall be replaced immediately.
- d) Only arenas and/or pens contracted for Horse Shows will be accessible to event participants (see map at end of Exhibit A for designated horse show access areas). Please note that other arenas (not contracted for Horse Shows) are for the exclusive use and access of OCFEC boarders, and are therefore off-limits during Horse Shows. Signs will be posted at entrances to arenas or pens that are exclusively for the sole use of OCFEC boarders.

G. Show Office/Tack Rooms Space Policies

- a) No space heaters allowed in any show office/tack room space.
- b) No overnight stays allowed in show office/tack room.
- c) No modifications of any kind are allowed in show office/tack room.
- d) Renters are responsible for their own equipment and the general order of tack room/office space rented.
- e) Do not stack items in and around the aisle ways.
- f) Trash must be placed in designated waste bins with all trash removed upon completion of event.
- g) Renters with show office/tack room must comply with all California State Fire Codes. Any appliances (refrigerator, freezer, microwave or fan) must plug directly into an outlet (no extension cords, power strips or outlet splitters). OCFEC will remove fire hazards at their discretion.
- h) Renter may place locks on show office/tack room space rented. Locks must be removed upon load-out. In case of emergencies, locks may be removed by OCFEC staff.

H. Wash Racks

- a) Wash racks are provided as a courtesy to Renters on an "as available, first come, first served" basis. Users shall shut off the valve when finished. Drying of horses on the wash rack is not permitted when others are waiting. Clean up of area is required after use.

I. Horse Shoeing

- a) Horse shoe area is provided as a courtesy to Renters on an "as available, first come, first served" basis. All shoeing, trimming and resetting will be done in the shoeing racks only. There are no exceptions without prior arrangements with OCFEC management. Clean up of area is required after use.

J. Canopies/Tents

- a) Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

BY SIGNING, I HAVE CAREFULLY READ THE POLICIES AND PROCEDURES AND WILL ADHERE TO THEM.

PARTICIPANT SIGNATURE:_____ **DATE:**_____

(If under 18, a Parent/Guardian must sign)

PARENT/GUARDIAN SIGNATURE:_____ **DATE:**_____

REVIEWED TDDATE **7/16/2026**

FAIRTIME

APPROVED EYINTERIM **XX****RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Erin Gonzalez** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises:

August 1 – December 31, 2026

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A and W

- | | |
|--|--|
| ☒ <u>1</u> Box Stall (12' x 12') | ☐ Locker (Association Owned) |
| ☐ Double Box Stall (12' x 24') | ☐ Storage (Non-Association Owned) |
| ☐ Tack Room | ☐ Misc. _____ |
| ☐ Horse Trailer Parking | |

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Horse Boarding

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

SEE RATE SHEET (Exhibit W)

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" and "W" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force

Majeure Event”), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers’ Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.
15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
17. Special Provisions: **The Ranch Community Center Policies & Procedures Handbook is incorporated as part of this Agreement by this reference and is on file with the Association. By signing the Agreement, Renter acknowledges that Renter has read the Ranch Community Center Policies & Procedures Handbook and agrees to abide by the Ranch Community Center Policies & Procedures Handbook ocfair.com/ranchpolicies.**
18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Erin Gonzalez

**32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626**

By: _____ Date: _____

Title: Erin Gonzalez, Renter

By: _____ Date: _____

Title: Michele Capps, Chief Business Development Officer

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter.
4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement.
5. Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
6. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.
7. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
8. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
9. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
10. No Renter will be permitted to sell, use or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
11. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
12. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

13. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.

14. “Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor’s failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).”

15. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.

16. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key and/or code to lock to the Premises and may enter at any time.

17. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

18. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

19. The Association prohibits the use of all remotely controlled devices such as aircraft, cars, etc. No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below Association property at any time without the express consent of the Association and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio-controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles. Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from Association property, and/or a response from applicable law enforcement authority.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, The Ranch Community Center, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT "A"

DATE(S) OF LICENSE: August 1, 2026 and ending December 31, 2026

LOCATION(S): The Ranch Community Center at the OC Fair & Event Center (hereinafter call the Association) – 905 Arlington Drive, Costa Mesa, CA 92626, Gate 9

RENTER AGREES:

1. That the term of this Agreement is from August 1, 2026 and ending December 31, 2026.
2. Renter is not a tenant or lessee and holds no rights of tenancy or leasehold in relation to the property.
3. Renter rents from Association, and Association agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at Association's customary rates and charges. Association's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. Association reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at Association's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice.
4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.
5. Payment
 - a. Monthly boarding fees for each horse boarded, including box stall(s), feed, tack room(s), locker(s), non-Association owned storage container(s), and/or horse trailer parking, shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges. Checks should be made payable to the "OC Fair & Event Center".
 - b. Payment options are credit card, check, and/or cash.
 - c. Late Fees: All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of \$3.00 per day will accrue beginning the 8th day of the month. Late fees may compound.
 - d. Notice to Vacate: A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the Association, and no horse or trailer shall leave until all charges are paid in full. There will be no exceptions to this payment policy without prior arrangements with Association management. If less than two weeks' notice is provided, owners will be charged for the full two weeks.
6. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by Renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the Renter.

7. Due to office/facility space limitations, Association will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.
8. Renter agrees to abide by COVID related health directives, if any, in place during the contract period
9. For any emergency where medical attention is needed, please call Association Security at 714-708-1588.
10. Security deposit requirements are as follows: Box Stalls, Tack Rooms, and Lockers - Equal to 50% of one (1) month's rent (based off current rates). Schedule a pre-move in inspection with TRCC office.
 - a. The security deposit may be used for outstanding bills and the purpose of repairing damage for which the Renter is responsible (beyond normal wear and tear), etc. The Renter shall conduct a pre-moveout inspection of the stall(s) BEFORE moving out at which time management shall inform the Renter of needed repairs in writing. The Renter shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the Renter with an itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.
 - b. Security Deposit Refund Process: Security deposit refunds can take up to 30 days to process. Once the horse(s) have been moved out, the stall, tack room or locker will be inspected and locked the following day. Please remember to remove all personal items from the stall, tack room or locker unless otherwise agreed (e.g., stall gate, fan, toys, water buckets, tack, equipment, etc.). If any items are left behind that were not agreed upon, they will be disposed of, or become property of Association.

11. Possessory Lien

- a. Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, Association shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, Association has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during Association's possession, even though you may be refused access to or use of the horse(s), and that Association has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.

12. General Rules and Regulations

- a. Association facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or

other outside service provider. Association reserves the right to refuse admittance of Renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the Association premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at Association's discretion, result in the immediate expulsion of the Renters' affiliates, including any employees, assistants, agents, family members and guests. When Renter and any affiliates, including any employees, assistants, agents, family members and guests enters the Association grounds, Renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on Association grounds.

- b. All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of Association property or Renter's property, vandalism, abuse of animals, physical or verbal abuse of other Renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at Association's discretion, in immediate expulsion. In such event, Renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. Association and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

- 13. Special Provisions: The Ranch Community Center Policies & Procedures Handbook is incorporated as part of this Agreement by this reference and is on file with the Association. By signing the Agreement, Renter acknowledges that Renter has read the Ranch Community Center Policies & Procedures Handbook and agrees to abide by the Ranch Community Center Policies & Procedures Handbook ocfair.com/ranchpolicies.

ASSOCIATION AGREES:

1. To provide center office hours which will be as follows: Monday through Friday, from 8:30 a.m. to 4:30 p.m., Saturdays from 8:30 a.m. to 12:30 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and The Ranch Community Center needs.
2. To provide facility access generally allowed between 6:30 a.m. and 9:30 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on The Ranch Community Center needs; and notification of such will be communicated to Renters. All outside arena lights will be turned off at 9:30 p.m. For after hour emergencies, please call Association Security at 714-708-1588.
3. To provide entry to The Ranch Community Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.
4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.
5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning, daily Arena Maintenance, and general Ranch Community Center facility maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify Association management and make appropriate arrangements for any adjustment in feeding.

EXHIBIT "B"

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
 1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle

Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
- c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
- d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
- e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

- B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

- C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self- insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and

- (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
 3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
 4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. Non-Discrimination Clause

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. Assignment

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

8. Conflict of Interest (PCC 10410, 10411, 10420)

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service. If

Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. Contractor Name Change

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

10. Air or Water Pollution Violation (WC 13301)

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

State of California Division of Fairs & Exposition SCTC, F-31 (revised 12/19)

EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.
- 2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
- 3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.
- 4) Any combination of 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) No more than 55 dB in any area where a home is located.
- 2) No more than 70 dB behind stages.
- 3) No more than 92 dB at FOH.
- 4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

- 1) In all cases, apply reasonable care to:
 - a) Not interfere with surrounding vendors activities.
 - b) Maintain a level reasonably consistent with the program material and audience size to be covered.
 - c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
 - d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
 - e) The Noise Injunction is to be respected and adhered to at all times.
- 2) Contractor is specifically responsible for insuring compliance as indicated herein.
- 3) Contractor will respond to requests from District personnel to reduce levels as required.



· **THE RANCH** ·
COMMUNITY CENTER
— AT THE OC FAIRGROUNDS —

Exhibit W

Boarding Fee Stall Base Rates

12' x 12' Single Box Stall	\$979 Monthly
12' x 24' Double Box Stall	\$1,558 Monthly
Tack Room	\$433 Monthly
Horse Trailer Parking	\$167 Monthly

Facility Use Fee**

\$400 Monthly

**Applies to any boarder offering paid equine programs.

Feed Prices per 1 portion (feed prices based on market rates)(See examples below)

Alfalfa	\$76 Portion/Monthly
Orchard	\$91 Portion/Monthly
Timothy	\$88 Portion/Monthly
Cubes	\$50 Portion/Monthly

Example charges:

Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.

$\$979 + \$76 + \$76 + \$76 = \$1,207$ (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.

$\$979 + \$88 + \$88 + \$50 = \$1,205$ (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

*Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Lockers (OCFEC owned)

Locker	\$53 Monthly
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*Locker availability is limited.

Storage Containers (Non-OCFEC owned)**

Storage, Small (1 to 7.5 square feet)	\$28 Monthly
Storage, Medium (8 to 19.5 square feet)	\$55 Monthly
Storage, Large (20 to 25 square feet)	\$83 Monthly

**Storage containers not included in fee and space availability is limited. Applies to privately owned storage containers placed in an area other than in front of your rental stall. OCFEC does not supply additional storage containers. Containers must be approved by OCFEC prior to placement. Any additional equipment not housed in a tack room/storage, OCFEC-owned locker, and/or privately owned storage container, are subject to fees.

Required Security Deposit - equal to 50% of one month's rent on any box stall, tack room and locker.

Miscellaneous

Bag of Shavings	\$12 Per Bag
Other special requests (Labor only)	\$50 Per Hour
Non-compliance Fee*	\$25 - 100 As needed

*For example - unapproved overnight parking or parking in barn aisles - 1st offense-\$25, 2nd offense-\$50, etc.; or having dog on property, excessive plants, etc.

RELEASE AND WAIVER OF LIABILITY AGREEMENT FOR EQUESTRIAN ACTIVITIES

I _____ (“Participant”), acknowledge that I have voluntarily applied to participate in the following activities at OC Fair & Event Center - 32nd DAA (the “Fair”):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I (Participant) verify this statement by placing my initials here: _____

Parent or Guardian’s initials of participant (if under 18): _____

As consideration for being permitted by the Fair, the State of California (“State”), the County of Orange (the “County”), and any lessor of the fair premises (“Lessor”), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”)** from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities. I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Participant Name (Print)

Participant Signature

Date

Address: _____

**IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN
MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.**

Parent or Guardian Name (Print)

Parent or Guardian Signature

Date

Equestrian Activity with:

Trainer/Barn: ☐ Citrus Hill Farms ☐ Johnny 6 Stables ☐ Moonstone ☐ Walk Intuit
☐ Zequestrian
☐ Walk-in ☐ Horse Show ☐ Other: _____

REVIEWED TDDATE **7/16/2026**

FAIRTIME

APPROVED EYINTERIM **XX****RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Carol Meyers** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises:

November 1 – December 31, 2026

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A and W

- | | |
|--|--|
| ☒ <u>1</u> Box Stall (12' x 12') | ☐ Locker (Association Owned) |
| ☐ Double Box Stall (12' x 24') | ☐ Storage (Non-Association Owned) |
| ☐ Tack Room | ☐ Misc. _____ |
| ☐ Horse Trailer Parking | |

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Horse Boarding

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

SEE RATE SHEET (Exhibit W)

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" and "W" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force

Majeure Event”), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers’ Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.
15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
17. Special Provisions: **The Ranch Community Center Policies & Procedures Handbook is incorporated as part of this Agreement by this reference and is on file with the Association. By signing the Agreement, Renter acknowledges that Renter has read the Ranch Community Center Policies & Procedures Handbook and agrees to abide by the Ranch Community Center Policies & Procedures Handbook ocfair.com/ranchpolicies.**
18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Carol Meyers

**32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626**

By: _____ Date: _____

Title: Carol Meyers, Renter

By: _____ Date: _____

Title: Michele Capps, Chief Business Development Officer

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter.
4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement.
5. Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
6. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.
7. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
8. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
9. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
10. No Renter will be permitted to sell, use or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
11. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
12. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

13. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.

14. “Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor’s failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).”

15. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.

16. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key and/or code to lock to the Premises and may enter at any time.

17. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

18. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

19. The Association prohibits the use of all remotely controlled devices such as aircraft, cars, etc. No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below Association property at any time without the express consent of the Association and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio-controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles. Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from Association property, and/or a response from applicable law enforcement authority.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, The Ranch Community Center, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT "A"

DATE(S) OF LICENSE: November 1, 2026 and ending December 31, 2026

LOCATION(S): The Ranch Community Center at the OC Fair & Event Center (hereinafter call the Association) – 905 Arlington Drive, Costa Mesa, CA 92626, Gate 9

RENTER AGREES:

1. That the term of this Agreement is from November 1, 2026 and ending December 31, 2026.
2. Renter is not a tenant or lessee and holds no rights of tenancy or leasehold in relation to the property.
3. Renter rents from Association, and Association agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at Association's customary rates and charges. Association's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. Association reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at Association's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice.
4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.
5. Payment
 - a. Monthly boarding fees for each horse boarded, including box stall(s), feed, tack room(s), locker(s), non-Association owned storage container(s), and/or horse trailer parking, shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges. Checks should be made payable to the "OC Fair & Event Center".
 - b. Payment options are credit card, check, and/or cash.
 - c. Late Fees: All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of \$3.00 per day will accrue beginning the 8th day of the month. Late fees may compound.
 - d. Notice to Vacate: A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the Association, and no horse or trailer shall leave until all charges are paid in full. There will be no exceptions to this payment policy without prior arrangements with Association management. If less than two weeks' notice is provided, owners will be charged for the full two weeks.
6. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by Renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the Renter.

7. Due to office/facility space limitations, Association will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.
8. Renter agrees to abide by COVID related health directives, if any, in place during the contract period
9. For any emergency where medical attention is needed, please call Association Security at 714-708-1588.
10. Security deposit requirements are as follows: Box Stalls, Tack Rooms, and Lockers - Equal to 50% of one (1) month's rent (based off current rates). Schedule a pre-move in inspection with TRCC office.
 - a. The security deposit may be used for outstanding bills and the purpose of repairing damage for which the Renter is responsible (beyond normal wear and tear), etc. The Renter shall conduct a pre-moveout inspection of the stall(s) BEFORE moving out at which time management shall inform the Renter of needed repairs in writing. The Renter shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the Renter with an itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.
 - b. Security Deposit Refund Process: Security deposit refunds can take up to 30 days to process. Once the horse(s) have been moved out, the stall, tack room or locker will be inspected and locked the following day. Please remember to remove all personal items from the stall, tack room or locker unless otherwise agreed (e.g., stall gate, fan, toys, water buckets, tack, equipment, etc.). If any items are left behind that were not agreed upon, they will be disposed of, or become property of Association.

11. Possessory Lien

- a. Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, Association shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, Association has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during Association's possession, even though you may be refused access to or use of the horse(s), and that Association has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.

12. General Rules and Regulations

- a. Association facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or

other outside service provider. Association reserves the right to refuse admittance of Renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the Association premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at Association's discretion, result in the immediate expulsion of the Renters' affiliates, including any employees, assistants, agents, family members and guests. When Renter and any affiliates, including any employees, assistants, agents, family members and guests enters the Association grounds, Renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on Association grounds.

- b. All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of Association property or Renter's property, vandalism, abuse of animals, physical or verbal abuse of other Renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at Association's discretion, in immediate expulsion. In such event, Renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. Association and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

- 13. Special Provisions: The Ranch Community Center Policies & Procedures Handbook is incorporated as part of this Agreement by this reference and is on file with the Association. By signing the Agreement, Renter acknowledges that Renter has read the Ranch Community Center Policies & Procedures Handbook and agrees to abide by the Ranch Community Center Policies & Procedures Handbook ocfair.com/ranchpolicies.

ASSOCIATION AGREES:

1. To provide center office hours which will be as follows: Monday through Friday, from 8:30 a.m. to 4:30 p.m., Saturdays from 8:30 a.m. to 12:30 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and The Ranch Community Center needs.
2. To provide facility access generally allowed between 6:30 a.m. and 9:30 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on The Ranch Community Center needs; and notification of such will be communicated to Renters. All outside arena lights will be turned off at 9:30 p.m. For after hour emergencies, please call Association Security at 714-708-1588.
3. To provide entry to The Ranch Community Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.
4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.
5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning, daily Arena Maintenance, and general Ranch Community Center facility maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify Association management and make appropriate arrangements for any adjustment in feeding.

EXHIBIT "B"

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
 1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle

Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
- c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
- d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
- e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

- B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

- C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self- insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and

- (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
 3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
 4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. Non-Discrimination Clause

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. Assignment

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

8. Conflict of Interest (PCC 10410, 10411, 10420)

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service. If

Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. Contractor Name Change

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

10. Air or Water Pollution Violation (WC 13301)

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

State of California Division of Fairs & Exposition SCTC, F-31 (revised 12/19)

EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.
- 2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
- 3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.
- 4) Any combination of 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) No more than 55 dB in any area where a home is located.
- 2) No more than 70 dB behind stages.
- 3) No more than 92 dB at FOH.
- 4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

- 1) In all cases, apply reasonable care to:
 - a) Not interfere with surrounding vendors activities.
 - b) Maintain a level reasonably consistent with the program material and audience size to be covered.
 - c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
 - d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
 - e) The Noise Injunction is to be respected and adhered to at all times.
- 2) Contractor is specifically responsible for insuring compliance as indicated herein.
- 3) Contractor will respond to requests from District personnel to reduce levels as required.



• **THE RANCH** •
COMMUNITY CENTER
— AT THE OC FAIRGROUNDS —

Exhibit W

Boarding Fee Stall Base Rates

12' x 12' Single Box Stall	\$979 Monthly
12' x 24' Double Box Stall	\$1,558 Monthly
Tack Room	\$433 Monthly
Horse Trailer Parking	\$167 Monthly

Facility Use Fee**

\$400 Monthly

**Applies to any boarder offering paid equine programs.

Feed Prices per 1 portion (feed prices based on market rates)(See examples below)

Alfalfa	\$76 Portion/Monthly
Orchard	\$91 Portion/Monthly
Timothy	\$88 Portion/Monthly
Cubes	\$50 Portion/Monthly

Example charges:

Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.

$\$979 + \$76 + \$76 + \$76 = \$1,207$ (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.

$\$979 + \$88 + \$88 + \$50 = \$1,205$ (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

*Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Lockers (OCFEC owned)

Locker	\$53 Monthly
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*Locker availability is limited.

Storage Containers (Non-OCFEC owned)**

Storage, Small (1 to 7.5 square feet)	\$28 Monthly
Storage, Medium (8 to 19.5 square feet)	\$55 Monthly
Storage, Large (20 to 25 square feet)	\$83 Monthly

**Storage containers not included in fee and space availability is limited. Applies to privately owned storage containers placed in an area other than in front of your rental stall. OCFEC does not supply additional storage containers. Containers must be approved by OCFEC prior to placement. Any additional equipment not housed in a tack room/storage, OCFEC-owned locker, and/or privately owned storage container, are subject to fees.

Required Security Deposit - equal to 50% of one month's rent on any box stall, tack room and locker.

Miscellaneous

Bag of Shavings	\$12 Per Bag
Other special requests (Labor only)	\$50 Per Hour
Non-compliance Fee*	\$25 - 100 As needed

*For example - unapproved overnight parking or parking in barn aisles - 1st offense-\$25, 2nd offense-\$50, etc.; or having dog on property, excessive plants, etc.

RELEASE AND WAIVER OF LIABILITY AGREEMENT FOR EQUESTRIAN ACTIVITIES

I _____ (“Participant”), acknowledge that I have voluntarily applied to participate in the following activities at OC Fair & Event Center - 32nd DAA (the “Fair”):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I (Participant) verify this statement by placing my initials here: _____

Parent or Guardian’s initials of participant (if under 18): _____

As consideration for being permitted by the Fair, the State of California (“State”), the County of Orange (the “County”), and any lessor of the fair premises (“Lessor”), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”)** from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities. I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Participant Name (Print)

Participant Signature

Date

Address: _____

**IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN
MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.**

Parent or Guardian Name (Print)

Parent or Guardian Signature

Date

Equestrian Activity with:

Trainer/Barn: ☐ Citrus Hill Farms ☐ Johnny 6 Stables ☐ Moonstone ☐ Walk Intuit
☐ Zequestrian
☐ Walk-in ☐ Horse Show ☐ Other: _____

REVIEWED TDDATE 7/29/2026

FAIRTIME

INTERIM XXAPPROVED EY**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Monica Bali** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises:

August 1 – December 31, 2026

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A and W

- | | |
|--|--|
| ☒ <u>1</u> Box Stall (12' x 12') | ☐ Locker (Association Owned) |
| ☐ Double Box Stall (12' x 24') | ☐ Storage (Non-Association Owned) |
| ☐ Tack Room | ☐ Misc. _____ |
| ☐ Horse Trailer Parking | |

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Horse Boarding

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

SEE RATE SHEET (Exhibit W)

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" and "W" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force

Majeure Event”), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers’ Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.
15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
17. Special Provisions: **The Ranch Community Center Policies & Procedures Handbook is incorporated as part of this Agreement by this reference and is on file with the Association. By signing the Agreement, Renter acknowledges that Renter has read the Ranch Community Center Policies & Procedures Handbook and agrees to abide by the Ranch Community Center Policies & Procedures Handbook ocfair.com/ranchpolicies.**
18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Monica Bali

**32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626**

By: _____ Date: _____

Title: Monica Bali, Renter

By: _____ Date: _____

Title: Michele Capps, Chief Business Development Officer

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter.
4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement.
5. Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
6. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.
7. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
8. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
9. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
10. No Renter will be permitted to sell, use or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
11. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
12. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

13. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.

14. “Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor’s failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).”

15. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.

16. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key and/or code to lock to the Premises and may enter at any time.

17. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

18. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

19. The Association prohibits the use of all remotely controlled devices such as aircraft, cars, etc. No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below Association property at any time without the express consent of the Association and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio-controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles. Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from Association property, and/or a response from applicable law enforcement authority.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, The Ranch Community Center, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT "A"

DATE(S) OF LICENSE: August 1, 2026 and ending December 31, 2026

LOCATION(S): The Ranch Community Center at the OC Fair & Event Center (hereinafter call the Association) – 905 Arlington Drive, Costa Mesa, CA 92626, Gate 9

RENTER AGREES:

1. That the term of this Agreement is from August 1, 2026 and ending December 31, 2026.
2. Renter is not a tenant or lessee and holds no rights of tenancy or leasehold in relation to the property.
3. Renter rents from Association, and Association agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at Association's customary rates and charges. Association's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. Association reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at Association's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice.
4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.
5. Payment
 - a. Monthly boarding fees for each horse boarded, including box stall(s), feed, tack room(s), locker(s), non-Association owned storage container(s), and/or horse trailer parking, shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges. Checks should be made payable to the "OC Fair & Event Center".
 - b. Payment options are credit card, check, and/or cash.
 - c. Late Fees: All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of \$3.00 per day will accrue beginning the 8th day of the month. Late fees may compound.
 - d. Notice to Vacate: A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the Association, and no horse or trailer shall leave until all charges are paid in full. There will be no exceptions to this payment policy without prior arrangements with Association management. If less than two weeks' notice is provided, owners will be charged for the full two weeks.
6. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by Renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the Renter.

7. Due to office/facility space limitations, Association will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.
8. Renter agrees to abide by COVID related health directives, if any, in place during the contract period
9. For any emergency where medical attention is needed, please call Association Security at 714-708-1588.
10. Security deposit requirements are as follows: Box Stalls, Tack Rooms, and Lockers - Equal to 50% of one (1) month's rent (based off current rates). Schedule a pre-move in inspection with TRCC office.
 - a. The security deposit may be used for outstanding bills and the purpose of repairing damage for which the Renter is responsible (beyond normal wear and tear), etc. The Renter shall conduct a pre-moveout inspection of the stall(s) BEFORE moving out at which time management shall inform the Renter of needed repairs in writing. The Renter shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the Renter with an itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.
 - b. Security Deposit Refund Process: Security deposit refunds can take up to 30 days to process. Once the horse(s) have been moved out, the stall, tack room or locker will be inspected and locked the following day. Please remember to remove all personal items from the stall, tack room or locker unless otherwise agreed (e.g., stall gate, fan, toys, water buckets, tack, equipment, etc.). If any items are left behind that were not agreed upon, they will be disposed of, or become property of Association.

11. Possessory Lien

- a. Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, Association shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, Association has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during Association's possession, even though you may be refused access to or use of the horse(s), and that Association has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.

12. General Rules and Regulations

- a. Association facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or

other outside service provider. Association reserves the right to refuse admittance of Renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the Association premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at Association's discretion, result in the immediate expulsion of the Renters' affiliates, including any employees, assistants, agents, family members and guests. When Renter and any affiliates, including any employees, assistants, agents, family members and guests enters the Association grounds, Renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on Association grounds.

- b. All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of Association property or Renter's property, vandalism, abuse of animals, physical or verbal abuse of other Renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at Association's discretion, in immediate expulsion. In such event, Renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. Association and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

13. Special Provisions: The Ranch Community Center Policies & Procedures Handbook is incorporated as part of this Agreement by this reference and is on file with the Association. By signing the Agreement, Renter acknowledges that Renter has read the Ranch Community Center Policies & Procedures Handbook and agrees to abide by the Ranch Community Center Policies & Procedures Handbook ocfair.com/ranchpolicies.

ASSOCIATION AGREES:

1. To provide center office hours which will be as follows: Monday through Friday, from 8:30 a.m. to 4:30 p.m., Saturdays from 8:30 a.m. to 12:30 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and The Ranch Community Center needs.
2. To provide facility access generally allowed between 6:30 a.m. and 9:30 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on The Ranch Community Center needs; and notification of such will be communicated to Renters. All outside arena lights will be turned off at 9:30 p.m. For after hour emergencies, please call Association Security at 714-708-1588.
3. To provide entry to The Ranch Community Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.
4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.
5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning, daily Arena Maintenance, and general Ranch Community Center facility maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify Association management and make appropriate arrangements for any adjustment in feeding.

EXHIBIT "B"

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
 1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle

Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
- c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
- d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
- e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

- B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

- C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self- insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and

- (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
 3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
 4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. Non-Discrimination Clause

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. Assignment

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

8. Conflict of Interest (PCC 10410, 10411, 10420)

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service. If

Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. Contractor Name Change

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

10. Air or Water Pollution Violation (WC 13301)

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

State of California Division of Fairs & Exposition SCTC, F-31 (revised 12/19)

EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.
- 2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
- 3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.
- 4) Any combination of 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) No more than 55 dB in any area where a home is located.
- 2) No more than 70 dB behind stages.
- 3) No more than 92 dB at FOH.
- 4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

- 1) In all cases, apply reasonable care to:
 - a) Not interfere with surrounding vendors activities.
 - b) Maintain a level reasonably consistent with the program material and audience size to be covered.
 - c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
 - d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
 - e) The Noise Injunction is to be respected and adhered to at all times.
- 2) Contractor is specifically responsible for insuring compliance as indicated herein.
- 3) Contractor will respond to requests from District personnel to reduce levels as required.



• **THE RANCH** •
COMMUNITY CENTER
— AT THE OC FAIRGROUNDS —

Exhibit W

Boarding Fee Stall Base Rates

12' x 12' Single Box Stall	\$979 Monthly
12' x 24' Double Box Stall	\$1,558 Monthly
Tack Room	\$433 Monthly
Horse Trailer Parking	\$167 Monthly

Facility Use Fee**

\$400 Monthly

**Applies to any boarder offering paid equine programs.

Feed Prices per 1 portion (feed prices based on market rates)(See examples below)

Alfalfa	\$76 Portion/Monthly
Orchard	\$91 Portion/Monthly
Timothy	\$88 Portion/Monthly
Cubes	\$50 Portion/Monthly

Example charges:

Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.

$\$979 + \$76 + \$76 + \$76 = \$1,207$ (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.

$\$979 + \$88 + \$88 + \$50 = \$1,205$ (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

*Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Lockers (OCFEC owned)

Locker	\$53 Monthly
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*Locker availability is limited.

Storage Containers** (Non-OCFEC owned)

Storage, Small (1 to 7.5 square feet)	\$28 Monthly
Storage, Medium (8 to 19.5 square feet)	\$55 Monthly
Storage, Large (20 to 25 square feet)	\$83 Monthly

**Storage containers not included in fee and space availability is limited. Applies to privately owned storage containers placed in an area other than in front of your rental stall. OCFEC does not supply additional storage containers. Containers must be approved by OCFEC prior to placement. Any additional equipment not housed in a tack room/storage, OCFEC-owned locker, and/or privately owned storage container, are subject to fees.

Required Security Deposit - equal to 50% of one month's rent on any box stall, tack room and locker.

Miscellaneous

Bag of Shavings	\$12 Per Bag
Other special requests (Labor only)	\$50 Per Hour
Non-compliance Fee*	\$25 - 100 As needed

*For example - unapproved overnight parking or parking in barn aisles - 1st offense-\$25, 2nd offense-\$50, etc.; or having dog on property, excessive plants, etc.

RELEASE AND WAIVER OF LIABILITY AGREEMENT FOR EQUESTRIAN ACTIVITIES

I _____ (“Participant”), acknowledge that I have voluntarily applied to participate in the following activities at OC Fair & Event Center - 32nd DAA (the “Fair”):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I (Participant) verify this statement by placing my initials here: _____

Parent or Guardian’s initials of participant (if under 18): _____

As consideration for being permitted by the Fair, the State of California (“State”), the County of Orange (the “County”), and any lessor of the fair premises (“Lessor”), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”)** from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities. I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Participant Name (Print)

Participant Signature

Date

Address: _____

**IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN
MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.**

Parent or Guardian Name (Print)

Parent or Guardian Signature

Date

Equestrian Activity with:

Trainer/Barn: ☐ Citrus Hill Farms ☐ Johnny 6 Stables ☐ Moonstone ☐ Walk Intuit
☐ Zequestrian
☐ Walk-in ☐ Horse Show ☐ Other: _____

REVIEWED TD

APPROVED EY

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Wendy Serafin** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises:

October 15 – December 31, 2026

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A and W

- ☐ ___ Box Stall (12' x 12') ☒ 1 Locker (Association Owned)
☒ 1 Double Box Stall (12' x 24') ☐ ___ Storage (Non-Association Owned)
☐ ___ Tack Room ☐ ___ Misc. _____
☐ ___ Horse Trailer Parking

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Horse Boarding

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

SEE RATE SHEET (Exhibit W)

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” and “W” attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force

Majeure Event”), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers’ Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.
15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
17. Special Provisions: **The Ranch Community Center Policies & Procedures Handbook is incorporated as part of this Agreement by this reference and is on file with the Association. By signing the Agreement, Renter acknowledges that Renter has read the Ranch Community Center Policies & Procedures Handbook and agrees to abide by the Ranch Community Center Policies & Procedures Handbook ocfair.com/ranchpolicies.**
18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Wendy Serafin

**32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626**

By: _____ Date: _____

Title: Wendy Serafin, Renter

By: _____ Date: _____

Title: Michele Capps, Chief Business Development Officer

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter.
4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement.
5. Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
6. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.
7. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
8. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
9. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
10. No Renter will be permitted to sell, use or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
11. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
12. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

13. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.

14. “Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor’s failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).”

15. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.

16. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key and/or code to lock to the Premises and may enter at any time.

17. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

18. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

19. The Association prohibits the use of all remotely controlled devices such as aircraft, cars, etc. No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below Association property at any time without the express consent of the Association and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio-controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles. Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from Association property, and/or a response from applicable law enforcement authority.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, The Ranch Community Center, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT "A"

DATE(S) OF LICENSE: October 15, 2026 and ending December 31, 2026

LOCATION(S): The Ranch Community Center at the OC Fair & Event Center (hereinafter call the Association) – 905 Arlington Drive, Costa Mesa, CA 92626, Gate 9

RENTER AGREES:

1. That the term of this Agreement is from October 15, 2026 and ending December 31, 2026.
2. Renter is not a tenant or lessee and holds no rights of tenancy or leasehold in relation to the property.
3. Renter rents from Association, and Association agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at Association's customary rates and charges. Association's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. Association reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at Association's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice.
4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.
5. Payment
 - a. Monthly boarding fees for each horse boarded, including box stall(s), feed, tack room(s), locker(s), non-Association owned storage container(s), and/or horse trailer parking, shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges. Checks should be made payable to the "OC Fair & Event Center".
 - b. Payment options are credit card, check, and/or cash.
 - c. Late Fees: All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of \$3.00 per day will accrue beginning the 8th day of the month. Late fees may compound.
 - d. Notice to Vacate: A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the Association, and no horse or trailer shall leave until all charges are paid in full. There will be no exceptions to this payment policy without prior arrangements with Association management. If less than two weeks' notice is provided, owners will be charged for the full two weeks.
6. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by Renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the Renter.

7. Due to office/facility space limitations, Association will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.
8. Renter agrees to abide by COVID related health directives, if any, in place during the contract period
9. For any emergency where medical attention is needed, please call Association Security at 714-708-1588.
10. Security deposit requirements are as follows: Box Stalls, Tack Rooms, and Lockers - Equal to 50% of one (1) month's rent (based off current rates). Schedule a pre-move in inspection with TRCC office.
 - a. The security deposit may be used for outstanding bills and the purpose of repairing damage for which the Renter is responsible (beyond normal wear and tear), etc. The Renter shall conduct a pre-moveout inspection of the stall(s) BEFORE moving out at which time management shall inform the Renter of needed repairs in writing. The Renter shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the Renter with an itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.
 - b. Security Deposit Refund Process: Security deposit refunds can take up to 30 days to process. Once the horse(s) have been moved out, the stall, tack room or locker will be inspected and locked the following day. Please remember to remove all personal items from the stall, tack room or locker unless otherwise agreed (e.g., stall gate, fan, toys, water buckets, tack, equipment, etc.). If any items are left behind that were not agreed upon, they will be disposed of, or become property of Association.

11. Possessory Lien

- a. Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, Association shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, Association has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during Association's possession, even though you may be refused access to or use of the horse(s), and that Association has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.

12. General Rules and Regulations

- a. Association facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or

other outside service provider. Association reserves the right to refuse admittance of Renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the Association premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at Association's discretion, result in the immediate expulsion of the Renters' affiliates, including any employees, assistants, agents, family members and guests. When Renter and any affiliates, including any employees, assistants, agents, family members and guests enters the Association grounds, Renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on Association grounds.

- b. All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of Association property or Renter's property, vandalism, abuse of animals, physical or verbal abuse of other Renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at Association's discretion, in immediate expulsion. In such event, Renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. Association and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

- 13. Special Provisions: The Ranch Community Center Policies & Procedures Handbook is incorporated as part of this Agreement by this reference and is on file with the Association. By signing the Agreement, Renter acknowledges that Renter has read the Ranch Community Center Policies & Procedures Handbook and agrees to abide by the Ranch Community Center Policies & Procedures Handbook ocfair.com/ranchpolicies.

ASSOCIATION AGREES:

1. To provide center office hours which will be as follows: Monday through Friday, from 8:30 a.m. to 4:30 p.m., Saturdays from 8:30 a.m. to 12:30 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and The Ranch Community Center needs.
2. To provide facility access generally allowed between 6:30 a.m. and 9:30 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on The Ranch Community Center needs; and notification of such will be communicated to Renters. All outside arena lights will be turned off at 9:30 p.m. For after hour emergencies, please call Association Security at 714-708-1588.
3. To provide entry to The Ranch Community Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.
4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.
5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning, daily Arena Maintenance, and general Ranch Community Center facility maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify Association management and make appropriate arrangements for any adjustment in feeding.

EXHIBIT "B"

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
 1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle

Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
- c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
- d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
- e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

- B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

- C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self- insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and

- (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
 3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
 4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. Non-Discrimination Clause

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. Assignment

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

8. Conflict of Interest (PCC 10410, 10411, 10420)

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service. If

Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. Contractor Name Change

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

10. Air or Water Pollution Violation (WC 13301)

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

State of California Division of Fairs & Exposition SCTC, F-31 (revised 12/19)

EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.
- 2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
- 3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.
- 4) Any combination of 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) No more than 55 dB in any area where a home is located.
- 2) No more than 70 dB behind stages.
- 3) No more than 92 dB at FOH.
- 4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

- 1) In all cases, apply reasonable care to:
 - a) Not interfere with surrounding vendors activities.
 - b) Maintain a level reasonably consistent with the program material and audience size to be covered.
 - c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
 - d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
 - e) The Noise Injunction is to be respected and adhered to at all times.
- 2) Contractor is specifically responsible for insuring compliance as indicated herein.
- 3) Contractor will respond to requests from District personnel to reduce levels as required.



• **THE RANCH** •
COMMUNITY CENTER
— AT THE OC FAIRGROUNDS —

Exhibit W

Boarding Fee Stall Base Rates

12' x 12' Single Box Stall	\$979 Monthly
12' x 24' Double Box Stall	\$1,558 Monthly
Tack Room	\$433 Monthly
Horse Trailer Parking	\$167 Monthly

Facility Use Fee**

\$400 Monthly

**Applies to any boarder offering paid equine programs.

Feed Prices per 1 portion (feed prices based on market rates)(See examples below)

Alfalfa	\$76 Portion/Monthly
Orchard	\$91 Portion/Monthly
Timothy	\$88 Portion/Monthly
Cubes	\$50 Portion/Monthly

Example charges:

Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.

$\$979 + \$76 + \$76 + \$76 = \$1,207$ (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.

$\$979 + \$88 + \$88 + \$50 = \$1,205$ (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

*Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Lockers (OCFEC owned)

Locker	\$53 Monthly
--------	--------------

*Locker availability is limited.

Storage Containers** (Non-OCFEC owned)

Storage, Small (1 to 7.5 square feet)	\$28 Monthly
Storage, Medium (8 to 19.5 square feet)	\$55 Monthly
Storage, Large (20 to 25 square feet)	\$83 Monthly

**Storage containers not included in fee and space availability is limited. Applies to privately owned storage containers placed in an area other than in front of your rental stall. OCFEC does not supply additional storage containers. Containers must be approved by OCFEC prior to placement. Any additional equipment not housed in a tack room/storage, OCFEC-owned locker, and/or privately owned storage container, are subject to fees.

Required Security Deposit - equal to 50% of one month's rent on any box stall, tack room and locker.

Miscellaneous

Bag of Shavings	\$12 Per Bag
Other special requests (Labor only)	\$50 Per Hour
Non-compliance Fee*	\$25 - 100 As needed

*For example - unapproved overnight parking or parking in barn aisles - 1st offense-\$25, 2nd offense-\$50, etc.; or having dog on property, excessive plants, etc.

RELEASE AND WAIVER OF LIABILITY AGREEMENT FOR EQUESTRIAN ACTIVITIES

I _____ (“Participant”), acknowledge that I have voluntarily applied to participate in the following activities at OC Fair & Event Center - 32nd DAA (the “Fair”):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I (Participant) verify this statement by placing my initials here: _____

Parent or Guardian’s initials of participant (if under 18): _____

As consideration for being permitted by the Fair, the State of California (“State”), the County of Orange (the “County”), and any lessor of the fair premises (“Lessor”), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”)** from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities. I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Participant Name (Print)

Participant Signature

Date

Address: _____

**IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN
MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.**

Parent or Guardian Name (Print)

Parent or Guardian Signature

Date

Equestrian Activity with:

Trainer/Barn: ☐ Citrus Hill Farms ☐ Johnny 6 Stables ☐ Moonstone ☐ Walk Intuit
☐ Zequestrian
☐ Walk-in ☐ Horse Show ☐ Other: _____

FORM F-31

AGREEMENT NO. **R-105-26 REVISED 2**

REVIEWED _____

DATE **September 2, 2026**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Orange County Womens Business Chamber** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

October 28, 2026

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

October 2026 Open

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$22,717.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" "S" and "T" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within

either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.
15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Orange County Womens Business Chamber
12881 Knott Street, Suite 212
Garden Grove, CA 92841

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By: _____ Date: _____
Title: **Majeda Geramy, President**

By: _____ Date: _____
Title: **James Canfield, Chief Executive Officer**

EXHIBIT ☐

Event Information			
Event Name:	October 2026 Open	Contract No:	R-105-26 REVISED 2
Contact Person:	Majada Geramy	Phone:	(714) 224-0143
Event Date:	10/28/2026	Hours:	11:00 AM - 7:00 PM
Admission Price:	Private Event		
Vehicle Parking Fee:	\$15.00 General Parking	Projected Attendance:	5,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
Costa Mesa Building (#10)	10/28/2026 06:00 AM - 11:00 AM	Move In	Included
Santa Ana Pavilion (Parade of Products)	10/28/2026 06:00 AM - 11:00 AM	Move In	Included
Costa Mesa Building (#10)	10/28/2026 11:00 AM - 07:00 PM	Event	4,900.00
Santa Ana Pavilion (Parade of Products)	10/28/2026 11:00 AM - 07:00 PM	Event	2,500.00
Total:			7,400.00

Hosting of this event in the above specified spaces, Costa Mesa Building and Santa Ana Pavilion, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also insurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 PM Wednesday - October 28, 2026 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
Barricade (Metal)	TBD	TBD	EA	15.00	EA	TBD
Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Dumpster	Estimate 20	20.00	EA	20.00	EA	400.00
Electrical Splitter Box	Estimate 20	20.00	EA	55.00	EA	1,100.00
Electrical Usage Rate	Estimate Only	1.00	EA	500.00	EVT	500.00
Forklift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Picnic Table (Rectangular & Round)	Estimate 25	25.00	EA	15.00	EA	375.00
Portable Electronic Message Board	10/28/2026	2.00	EA	75.00	EA/DAY	150.00
Public Address System (Per Building)	10/28/2026	2.00	EA	75.00	EA/DAY	150.00
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Umbrella w/Stand	TBD	TBD	EA	15.00	EA	TBD
Total:						3,425.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	35.00	HR	280.00
Grounds Attendant	Estimate 12 Hours	12.00	HR	30.00	HR	360.00
Janitorial Attendant	Estimate 12 Hours	12.00	HR	30.00	HR	360.00
Electrician	Estimate 8 Hours	8.00	HR	75.00	HR	600.00
Event Day						
Grounds Attendant Lead	10/28/2026 10:00AM - 08:00PM	1.00	EA	35.00	HR	350.00
Grounds Attendant	10/28/2026 10:00AM - 08:00PM	2.00	EA	30.00	HR	600.00
Janitorial Attendant	10/28/2026 10:00AM - 08:00PM	3.00	EA	30.00	HR	900.00
Electrician	TBD	TBD	EA	75.00	HR	TBD

EXHIBIT ☐

Event Information

Clean Up

Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	35.00	HR	280.00
Grounds Attendant	Estimate 12 Hours	12.00	HR	30.00	HR	360.00
Janitorial Attendant	Estimate 12 Hours	12.00	HR	30.00	HR	360.00
Electrician	Estimate 4 Hours	4.00	HR	75.00	HR	300.00

Event Sales & Services

Event Coordinator	10/28/2026 10:00AM - 08:00PM	1.00	EA	57.50	HR	575.00
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Parking

Parking Attendant Lead	Estimate 8 Hours	8.00	HR	35.00	HR	280.00
Parking Attendant	Estimate 16 Hours	16.00	HR	30.00	HR	480.00

Safety & Security

Security Attendant Lead	10/28/2026 10:00AM - 07:30PM	1.00	EA	35.00	HR	332.50
Security Attendant	10/28/2026 10:00AM - 07:30PM	10.00	EA	30.00	HR	2,850.00

Technology

Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
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Outside Services

Emergency Medical Services	10/28/2026 10:30AM - 07:30PM	2.00	EA	35.00	HR	630.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Total: 10,392.00

Summary

Facility Rental Total	\$7,400.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$13,817.00
Refundable Deposit	\$1,500.00

Grand Total: \$22,717.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$11,358.50
Second Payment	09/28/2026	\$11,358.50
Total:		\$22,717.00

Please Remit Payment by *Check or Credit Card Only*

(3.8% credit card processing fee will automatically be added to the amount authorized)

****ALL PAYMENTS ARE NON REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

EXHIBIT ☐

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

DRONES

OCFEC prohibits the use of all remotely controlled devices such as aircraft, cars, etc.

No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express written consent of the OCFEC and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles.

Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from applicable law enforcement authority.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at <https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products. No glass bottles permitted. **All beverages in glass containers must be poured into disposable cups.**

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

EXHIBIT ☐

Event Information

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms).** Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Orange County Womens Business Chamber must comply with request.

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Orange County Womens Business Chamber must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Orange County Womens Business Chamber must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-105-26 REVISED**

REVIEWED _____

DATE **September 2, 2026**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Orange County Womens Business Chamber** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

October 28, 2026

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

October 2026 Open

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$26,417.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" "S" and "T" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within

either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.
15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Orange County Womens Business Chamber
12881 Knott Street, Suite 212
Garden Grove, CA 92841

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By: _____ Date: _____
Title: **Majeda Geramy, President**

By: _____ Date: _____
Title: **James Canfield, Chief Executive Officer**

EXHIBIT ☐

Event Information			
Event Name:	October 2026 Open	Contract No:	R-105-26 REVISED
Contact Person:	Majada Geramy	Phone:	(714) 224-0143
Event Date:	10/28/2026	Hours:	11:00 AM - 7:00 PM
Admission Price:	Private Event		
Vehicle Parking Fee:	\$15.00 General Parking	Projected Attendance:	5,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Tuesday			
Costa Mesa Building (#10)	10/27/2026 01:00 PM - 10:00 PM	Move In	2,450.00
Santa Ana Pavilion (Parade of Products)	10/27/2026 01:00 PM - 10:00 PM	Move In	1,250.00
Wednesday			
Costa Mesa Building (#10)	10/28/2026 11:00 AM - 07:00 PM	Event	4,900.00
Santa Ana Pavilion (Parade of Products)	10/28/2026 11:00 AM - 07:00 PM	Event	2,500.00
Total:			11,100.00

Hosting of this event in the above specified spaces, Costa Mesa Building and Santa Ana Pavilion, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also insurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 PM Wednesday - October 28, 2026 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
Barricade (Metal)	TBD	TBD	EA	15.00	EA	TBD
Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Dumpster	Estimate 20	20.00	EA	20.00	EA	400.00
Electrical Splitter Box	Estimate 20	20.00	EA	55.00	EA	1,100.00
Electrical Usage Rate	Estimate Only	1.00	EA	500.00	EVT	500.00
Forklift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Picnic Table (Rectangular & Round)	Estimate 25	25.00	EA	15.00	EA	375.00
Portable Electronic Message Board	10/28/2026	2.00	EA	75.00	EA/DAY	150.00
Public Address System (Per Building)	10/28/2026	2.00	EA	75.00	EA/DAY	150.00
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Umbrella w/Stand	TBD	TBD	EA	15.00	EA	TBD
Total:						3,425.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	35.00	HR	280.00
Grounds Attendant	Estimate 12 Hours	12.00	HR	30.00	HR	360.00
Janitorial Attendant	Estimate 12 Hours	12.00	HR	30.00	HR	360.00
Electrician	Estimate 8 Hours	8.00	HR	75.00	HR	600.00
Event Day						
Grounds Attendant Lead	10/28/2026 10:00AM - 08:00PM	1.00	EA	35.00	HR	350.00
Grounds Attendant	10/28/2026 10:00AM - 08:00PM	2.00	EA	30.00	HR	600.00
Janitorial Attendant	10/28/2026 10:00AM - 08:00PM	3.00	EA	30.00	HR	900.00
Electrician	TBD	TBD	EA	75.00	HR	TBD

EXHIBIT ☐

Event Information

Clean Up

Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	35.00	HR	280.00
Grounds Attendant	Estimate 12 Hours	12.00	HR	30.00	HR	360.00
Janitorial Attendant	Estimate 12 Hours	12.00	HR	30.00	HR	360.00
Electrician	Estimate 4 Hours	4.00	HR	75.00	HR	300.00

Event Sales & Services

Event Coordinator	10/28/2026 10:00AM - 08:00PM	1.00	EA	57.50	HR	575.00
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Parking

Parking Attendant Lead	Estimate 8 Hours	8.00	HR	35.00	HR	280.00
Parking Attendant	Estimate 16 Hours	16.00	HR	30.00	HR	480.00

Safety & Security

Security Attendant Lead	10/28/2026 10:00AM - 07:30PM	1.00	EA	35.00	HR	332.50
Security Attendant	10/28/2026 10:00AM - 07:30PM	10.00	EA	30.00	HR	2,850.00

Technology

Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
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Outside Services

Emergency Medical Services	10/28/2026 10:30AM - 07:30PM	2.00	EA	35.00	HR	630.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Total: 10,392.00

Summary

Facility Rental Total	\$11,100.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$13,817.00
Refundable Deposit	\$1,500.00

Grand Total: \$26,417.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$13,208.50
Second Payment	09/28/2026	\$13,208.50
Total:		\$26,417.00

Please Remit Payment by *Check or Credit Card Only*

(3.8% credit card processing fee will automatically be added to the amount authorized)

****ALL PAYMENTS ARE NON REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

EXHIBIT ☐

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

DRONES

OCFEC prohibits the use of all remotely controlled devices such as aircraft, cars, etc.

No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express written consent of the OCFEC and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles.

Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from applicable law enforcement authority.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at <https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products. No glass bottles permitted. **All beverages in glass containers must be poured into disposable cups.**

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

EXHIBIT ☐

Event Information

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms).** **Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Orange County Womens Business Chamber must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Orange County Womens Business Chamber must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Orange County Womens Business Chamber must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-135-26 REVISED**

REVIEWED _____

DATE **August 25, 2026**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **The One Up Group** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

December 17 - 20, 2026

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

TRA Holiday Party

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$27,442.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" "S" and "T" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force

Majeure Event”), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association’s sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers’ Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.
15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

The One Up Group
1049 Havenhurst Drive, Suite 7
West Hollywood, CA 90046

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By: _____ Date: _____
Title: Eyal Simko, Creative Director

By: _____ Date: _____
Title: James Canfield, Chief Executive Officer

EXHIBIT ☐

Event Information			
Event Name:	TRA Holiday Party	Contract No:	35-26 REVISED
Contact Person:	Eyal Simko	Phone:	(310) 666-2250
Event Date:	12/19/2026	Hours:	6:00 PM - 12:00 AM
Admission Price:	Private Event		
Vehicle Parking Fee:	Parking Buyout (See Summary)	Projected Attendance:	600

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday			
½ Main Mall	12/17/2026 07:00 AM - 11:59 PM	Move In	500.00
The Hangar	12/17/2026 07:00 AM - 11:59 PM	Move In	2,050.00
Friday			
½ Main Mall	12/18/2026 07:00 AM - 11:59 PM	Move In	500.00
The Hangar	12/18/2026 07:00 AM - 11:59 PM	Move In	2,050.00
Saturday			
½ Main Mall	12/19/2026 06:00 PM - 12:00 AM	Event	1,000.00
The Hangar	12/19/2026 06:00 PM - 12:00 AM	Event	4,100.00
Sunday			
½ Main Mall	12/20/2026 06:00 AM - 11:59 AM	Move Out	No Charge
The Hangar	12/20/2026 06:00 AM - 11:59 AM	Move Out	No Charge
Total:			10,200.00

Hosting of this event in the above specified spaces, Main Mall and The Hangar, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 AM Sunday - December 20, 2026 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
100 Amp Drop	TBD	TBD	EA	180.00	EA	TBD
200 Amp Drop	Estimate 1	1.00	EA	360.00	EA	360.00
Barricade (Metal)	TBD	TBD	EA	15.00	EA	TBD
Barricade (Plastic)	Estimate 20	20.00	EA	15.00	EA	300.00
Cable Ramp	Estimate 10	10.00	EA	15.00	EA	150.00
Chair (Individual)	TBD	TBD	EA	2.50	EA	TBD
Dumpster	Estimate 20	20.00	EA	20.00	EA	400.00
Electrical Splitter Box	Estimate 5	5.00	EA	55.00	EA	275.00
Electrical Usage Rate	Estimate Only	1.00	EA	250.00	EVT	250.00
Forklift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Portable Electronic Message Board	12/19/2026	2.00	EA	75.00	EA/DAY	150.00
Projector (12,000 Lumens)	TBD	TBD	EA	3,000.00	EA/DAY	TBD
Projector Screen in Hangar	TBD	TBD	EA	300.00	EA/DAY	TBD
Sweeper (In-House)	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Total:						2,485.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 6 Hours	6.00	HR	35.00	HR	210.00
Grounds Attendant	Estimate 12 Hours	12.00	HR	30.00	HR	360.00

EXHIBIT ☐

Event Information						
Janitorial Attendant	Estimate 12 Hours	12.00	HR	30.00	HR	360.00
Electrician	Estimate 8 Hours	8.00	HR	75.00	HR	600.00
Event Day						
Grounds Attendant Lead	12/19/2026 05:00PM - 01:00AM	1.00	EA	35.00	HR	280.00
Grounds Attendant	12/19/2026 05:00PM - 01:00AM	2.00	EA	30.00	HR	480.00
Janitorial Attendant	12/19/2026 05:00PM - 01:00AM	2.00	EA	30.00	HR	480.00
Electrician	12/19/2026 05:00PM - 01:00AM	1.00	EA	75.00	HR	600.00
Clean Up						
Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	35.00	HR	140.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Electrician	Estimate 8 Hours	8.00	HR	75.00	HR	600.00
<u>Event Sales & Services</u>						
Event Coordinator	12/19/2026 05:00PM - 01:00AM	1.00	EA	57.50	HR	460.00
<u>Parking</u>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	35.00	HR	280.00
Parking Attendant	Estimate 16 Hours	16.00	HR	30.00	HR	480.00
<u>Safety & Security</u>						
Security Attendant - Overnight	12/17/2026 06:00PM - 09:00AM	1.00	EA	30.00	HR	450.00
Security Attendant Lead	12/19/2026 05:00PM - 12:30AM	1.00	EA	35.00	HR	262.50
Security Attendant	12/19/2026 05:00PM - 12:30AM	6.00	EA	30.00	HR	1,350.00
<u>Technology</u>						
Technology Attendant	TBD	TBD	EA	TBD	HR	TBD
<u>Outside Services</u>						
Emergency Medical Services	12/19/2026 05:30PM - 12:30AM	2.00	EA	35.00	HR	490.00
Sound Monitor	TBD	TBD	EA	845.00	EA/DAY	TBD
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	TBD	TBD	EA	TBD	EVT	TBD
Total:						8,757.00

Summary

Facility Rental Total	\$10,200.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$11,242.00
Parking Buyout (<i>Based upon 300 vehicles at \$15.00 each</i>)	\$4,500.00
Refundable Deposit	\$1,500.00
Grand Total:	\$27,442.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment (25% Facility Fee)	<i>Upon Signing</i>	\$2,550.00
Second Payment	10/16/2026	\$12,446.00
Third Payment	11/17/2026	\$12,446.00
Total:		\$27,442.00

EXHIBIT ☐

Event Information

Please Remit Payment by *Check or Credit Card Only*

(3.8% credit card processing fee will automatically be added to the amount authorized)

****ALL PAYMENTS ARE NON REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

BANNERS

All banner locations and sizes must be reviewed and approved by OCFEC. See OCFEC Signage Guide.

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at <https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products. No glass bottles permitted. **All beverages in glass containers must be poured into disposable cups.**

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

EXHIBIT ☐

Event Information

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms).** **Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, The One Up Group must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. The One Up Group must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, The One Up Group must execute changes within the specified timeframe.