



NOTICE OF MEETING

22nd District Agricultural Association Board of Directors
June 9, 2026 at 9:30 a.m.

Boardroom

Del Mar Fairgrounds
2260 Jimmy Durante Boulevard
Del Mar, California 92014

While the 22nd District Agricultural Association Board of Director's meeting will be conducted in person, per Government Code section 11133, the 22nd DAA will also provide for remote participation by Board members and members of the public. If you prefer to participate remotely, please check the 22nd DAA's website ([Public Information](#)) for the Zoom link and/or Zoom dial-in instructions on how to participate and/or view this meeting.

OUR PURPOSE

We are a timeless community treasure where all can flourish, connect, and interact through year-round exceptional experiences.

OUR MISSION

We connect our community through shared interests, diverse experiences, and service to one another in an inclusive, accessible, and safe place with an emphasis on **entertainment, recreation, agriculture, and education.**

22nd DAA BOARD OF DIRECTORS

Sam Nejabat, Chair
Lisa Barkett, Vice Chair
Mark Arabo, Director
Phil Blair, Director
Donna DeBerry, Director
Kathlyn Mead, Director
Ted Miyahara, Director
Elsa Morales-Roth, Director
Frederick Schenk, Director

Secretary-Manager
Becky Bartling
Chief Executive Officer

22nd DAA Counsel
Joshua Caplan
Office of the California Attorney General

OUR GOALS

THE LENS

Treat the campuses of the fairgrounds as one ecosystem where all activities are complementary and aligned with the purpose, mission, vision and values of the 22nd DAA and the Del Mar Fairgrounds.

BUSINESS PLAN

Acknowledging the short-term need to plan for fiscal recovery and stabilization, create a 5-to-10-year business plan that rebuilds a strong financial base, contemplates new business activities and partnerships, provides program accessibility, and leads to a thriving Del Mar Fairgrounds.

MASTER PLAN

Create an environmentally and fiscally responsible land use plan for the Del Mar Fairgrounds, aligning with purpose, mission, vision, and values of the organization.

COMMUNITY ENGAGEMENT

Incorporate community engagement within the Business Plan and Master Plan processes to enhance understanding and expand opportunities.

Persons wishing to attend the meeting and who may require special accommodations pursuant to the provisions of the Americans with Disabilities Act are requested to contact the office of the Chief Executive Officer, (858) 755-1161, at least five working days prior to the meeting to ensure proper arrangements can be made.

Items listed on this Agenda may be considered in any order, at the discretion of the chairperson. This Agenda, and all notices required by the California Bagley-Keene Open Meeting Act, are available at www.delmarfairgrounds.com/. Public comments on agenda items will be accepted during the meeting as items are addressed.



**22nd District Agricultural Association Board of Directors
MEETING AGENDA
June 9, 2026 at 9:30 a.m.**

1. **CALL TO ORDER** – CHAIR SAM NEJABAT
All matters noticed on this agenda, in any category, **may be considered for action as listed**. Any items not so noticed may not be considered. Items listed on this agenda may be considered in any order, at the discretion of the Board Chair.

2. **ROLL CALL**

3. **PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA**
This item is for public comment on issues **NOT** on the current agenda. No debate by the Board shall be permitted on such public comments and no action will be taken on such public comment items at this time, as law requires formal public notice prior to any action on a docket item. Speaker's time is limited to **two** minutes and may be modified based on the number of public speakers. No speaker may cede their time to another speaker.

4. **CLOSED EXECUTIVE SESSION (NOT OPEN TO THE PUBLIC)**
Pursuant to the authority of Government Code section 11126(a), (b), and (e) the Board of Directors will meet in closed executive sessions. The purpose of these executive sessions is:
 - A. To confer with and receive advice from legal counsel regarding potential litigation involving the 22nd DAA. Based on existing facts and circumstances, there is significant exposure to litigation against the 22nd DAA. (Govt. Code, § 11126, subd. (e).)
 - B. To confer with and receive advice from legal counsel, regarding potential litigation involving the 22nd DAA. Based on existing facts and circumstances, the Board will decide whether to initiate litigation. (Govt. Code, § 11126, subd. (e).)
 - C. To confer with counsel, discuss, and consider the following pending litigation to which the 22nd DAA is a party. Melinda Carmichael v. 22nd District Agricultural Association, et. al., San Diego County Superior Court, Case No. 25-CU-047040C.
 - D. To confer with counsel, discuss, and consider the following pending litigation to which the 22nd DAA is a party, Brad Oates v. 22nd District Agricultural Association, San Diego County Superior Court, Case No. 26CU021197C

5. **RECONVENE TO OPEN SESSION**
Report on actions, if any, taken by the Board in closed executive session.

6. **CONSENT CALENDAR** [Action Item]
All matters listed under the Consent Calendar are operational matters about which the Board has governing policies, implementation of which is delegated to the CEO. They will be enacted in one motion. There will be no discussion of these items prior to the time the Board of Directors votes on the motion, unless members of the board, staff, or public request specific items to be discussed separately and/or removed from this section. Any member of the public who wishes to discuss Consent Calendar items should notify the Chair of the Board at the time requested and be recognized by invitation of the Chair to address the Board.

- **Minutes, Regular Meeting – May 12, 2026** 9-12
- **Minutes, Regular Meeting – June 1, 2026** 13-14
- **Contract Awards & Approvals** 15-64

Standard Agreements

| Contract | Contractor | Purpose | Term | Not to Exceed |
|-----------------|--------------------------------|---|-----------------------|---|
| 23-021 AM4 | Harris & Associates | Add 2 subcontractors for on-call environmental services | 3/22/2023 - 3/21/2028 | AM4: Unchanged Total contract value: \$4,000,000.00 |
| 26-018 | Diamond Environmental Services | Sanitary services during Fair | 5/20/2026 - 5/19/2028 | \$170,000.00 |

2026 San Diego County Fair Judging Agreements

| Contract | Judge Name | Purpose | Not to Exceed |
|-----------------|---------------------------------------|--------------------|-----------------------------------|
| 26-498 | Rick Klampe | Livestock | \$2,750.00 and hotel for 6 nights |
| 26-499 | Karen Crawford | Livestock | \$1,750.00 and hotel for 3 nights |
| 26-500 | Malissa Shepard | Livestock | \$1,500.00 and hotel for 3 nights |
| 26-501 | John DeCarlo | Livestock | \$1,250.00 and hotel for 3 nights |
| 26-502 | Krishna Geffert | Livestock | \$2,750.00 and hotel for 6 nights |
| 26-503 | Kirby Brincefield | Livestock | \$2,250.00 and hotel for 6 nights |
| 26-504 | April Seiler | Livestock | \$1,500.00 and hotel for 3 nights |
| 26-505 | Kyle Ramsey | Livestock | \$2,250.00 and hotel for 4 nights |
| 26-506 | Joe Hoffman | Livestock | \$1,250.00 and hotel for 2 nights |
| 26-507 | Kevin Stanford | Livestock | \$1,050.00 and hotel for 2 nights |
| 26-508 | Conor Keegan | Livestock | \$800.00 and hotel for 2 nights |
| 26-509 | Myles Tellefson dba TC Cattle Company | Livestock | \$2,250.00 and hotel for 5 nights |
| 26-510 | Conor Keegan | Livestock | \$800.00 and hotel for 2 nights |
| 26-511 | Katie Mazac | Livestock | \$1,850.00 and hotel for 3 nights |
| 26-512 | Denise Squires | Livestock | \$100.00 |
| 26-513 | Randy Schumaker | Livestock | \$1,500.00 and hotel for 3 nights |
| 26-AE001 | Andrea Santoyo | Role Playing Games | \$540.00 |
| 26-AE002 | Jasmine Diaz | Role Playing Games | \$540.00 |
| 26-AE003 | Kristen Coleman | Role Playing Games | \$540.00 |
| 26-AE004 | Bryan Henery | Role Playing Games | \$360.00 |
| 26-AE005 | Anastacia Benavides | Role Playing Games | \$180.00 |

2026 San Diego County Fair Ride Operator Agreements

| Contract | Company | Ride | Percentage Split |
|-------------|---------------------|-----------------|----------------------|
| 26-M-03 | Caprice Enterprises | Speedway | 48% of gross revenue |
| 26-M-12 AM1 | RCS | Twister | 48% of gross revenue |
| 26-M-12 AM2 | RCS | Big Top Swinger | 48% of gross revenue |
| 26-M-16 AM1 | Talley Amusements | Down Draft | 48% of gross revenue |

7. **CEO REPORT** – CEO Becky Bartling [Information Item]
- **Don Diego Scholarship Foundation Information** Verbal
 - **Operational Announcements**
 - Information on upcoming events – June, July, and August 65-66
 - **Construction Projects & Facilities Updates**
 - Increase in funding required for completion of DMTC HVAC project 67-78
8. **GENERAL BUSINESS**
- A. **Food & Beverage Committee Report** – Lisa Barkett, Chair
1. Discussion and vote on whether to extend the existing Legends Global food and beverage agreement for 18 months to December 31, 2027 to allow for an RFP and to hire a food and beverage consultant to facilitate the RFP [Action Item] 79-131
- B. **Finance Committee Report** – Mark Arabo, Chair 132-137
1. Consideration and vote on whether to approve updated Board Delegation of Authority [Action Item] 138-139
 2. Consideration and vote to extend Lease Agreement L-1846 for the Del Mar Fire Station through June 30, 2027 [Action Item] 140-157
- C. **DMTC Liaison Committee Report** – Mark Arabo, Chair
1. Discussion and vote to approve the naming of the Governors Hall and plaque dedication [Action Item] 158-159
 2. Horse Racing Industry News & Information [Information Item]
- D. **Consideration and vote to delegate authority to Chair Nejabat to approve contracts that exceed the CEO’s Delegation of Authority, beginning June 10, 2026 through the next regularly scheduled and noticed District Board meeting** [Action Item] 160
- E. **Executive Committee Report** – Sam Nejabat, Chair Verbal
1. Consideration and vote on whether to approve an interagency agreement with the California Department of Food and Agriculture for legal services at an amount of \$150,000 annually [Action Item]
- F. **People & Culture Committee Report** – Kathlyn Mead, Chair Verbal
1. Recap of May 22 committee meeting [Information Item]
 2. Recap of June 1 Board workshop [Information Item]
- G. **Master Site Planning Committee Report** – Sam Nejabat, Chair
1. Discussion and debrief of master site planning process – presentation by Bodewell Group [Information Item] Verbal
 2. Discussion and summary presentation from staff on HAP grant studies [Information Item] 161-175
 3. Staff report and recommendation on ENRA [Information Item] 176-179
 4. Discussion and vote on whether and/or how to proceed with the Affordable Housing Site Due Diligence and Development Feasibility Analysis Agreement (previously called the Exclusive Negotiating Rights Agreement), including possible affordable housing site location alternatives east of Jimmy Durante Blvd. [Action Item]

9. **MATTERS OF INFORMATION**

- **Correspondence** 180
- **Review of Contracts Executed per CEO Delegation of Authority** 181-327

Standard Agreements Up to \$50,000.00

| Contract | Contractor | Purpose | Term | Not to Exceed |
|-----------------|---|--|-----------------------|----------------------|
| 26-037 | Rudi Stockalper Fertilizer Service, Inc. | Pick-up, hauling, and recycling of wood shavings in barn and livestock areas | 6/1/2026 - 7/15/2026 | \$18,700.00 |
| 26-040 | Precision Temperature | Replacement of Annex Office heat pump | 5/20/2026 - 7/20/2026 | \$11,727.44 |
| 26-041 | Bitefully, A Podcast Property Produced by Immigrantly Media | Fair-tastic Foods event promotion and judging | 6/1/2026 - 6/30/2026 | \$12,000.00 |
| 26-042 | Seaside Heating and Air Conditioning Inc. | Replacement of First Aid - East Grandstand heat pump | 5/20/2026 - 5/20/2026 | \$19,500.00 |
| 26-043 | Show Imaging Inc. | Lighting services at O'Brien Gate | 6/4/2026 - 7/7/2026 | \$49,898.20 |

Funding Contracts with California Construction Authority (CCA)

| Project # | Purpose | Term | Not to Exceed |
|--------------------|---|-----------------------------------|---------------------------------|
| 022-23-031 FA #002 | Increase in funding total and expiration date for DMTC HVAC project | Original: 3/21/2023 - 2/2/2025 | Amendment: \$582,839.00 |
| | | Amended: 3/21/2023 - 4/1/2027 | Total Amount: \$1,056,107.50 |

2026 San Diego County Fair Agreements – Agriculture & Arts Programs

| Contract | Contractor | Summary / Purpose | Amount |
|-----------------|-------------------------------------|---|----------------------------|
| 26-1246 | TS Aerial Media LLC | Drone Soccer & Drone Demonstrations | \$0.00 |
| 26-1247 | San Diego Children’s Choir | Community Corner – Choral Music Education | \$30.00 <i>revenue</i> |
| 26-1248 | The East County Art Association | Volunteer Labor Services | \$240.00 |
| 26-1249 | University of San Diego | Community Corner – Organ & Tissue Donor Education | \$125.00 <i>revenue</i> |
| 26-1250 | Girlie Garage LLC | Community Corner – Hands-On Automotive Education | \$125.00 <i>revenue</i> |
| 26-1251 | Feeding San Diego | Community Corner – Food Resource Education | \$30.00 <i>revenue</i> |
| 26-1252 | Garden 31 Community Initiative Inc. | Community Corner – Food Equity Education | \$30.00 <i>revenue</i> |
| 26-1253 | Mainly Mozart, Inc. | Community Corner – Music Education | \$125.00 <i>revenue</i> |
| 26-1254 | Tree San Diego | Community Corner – Urban Tree Education | \$125.00 <i>revenue</i> |
| 26-1255 | Living Coast Discovery Center | Community Corner – Organization Education | \$60.00 <i>revenue</i> |

| | | | |
|---------|---|---|---------------------|
| 26-1256 | Port of San Diego Harbor Police | Community Corner – Community Service Officer Education | \$140.00 revenue |
| 26-1257 | The Ogilvy Group, LLC | Community Corner – Higher Education Awareness | \$125.00 revenue |
| 26-1258 | Baja Paws Rescue | Community Corner – Animal Adoption & Fostering | \$275.00 revenue |
| 26-1259 | Elev8 Online Schools San Diego Mission Academy | Community Corner – Online School Awareness | \$60.00 revenue |
| 26-1260 | Alliance Truecare, Inc. dba American True Care | Community Corner – Medi-Cal Healthcare Services Education | \$125.00 revenue |
| 26-1261 | USC Edward R. Roybal Institute on Aging | Community Corner – Memory Disease Awareness | \$60.00 revenue |
| 26-1262 | Friendship Circle SD Inc. | Community Corner – Organization Education | \$30.00 revenue |
| 26-1263 | The Cantu Foundation Inc. | Community Corner – Pet Fostering | \$125.00 revenue |
| 26-1264 | The Rosie Project Inc. | Community Corner – Literacy Awareness | \$60.00 revenue |
| 26-1265 | San Diego Mineral and Gem Society | Gem & Mineral Demonstrations & Education | \$0.00 |
| 26-1266 | Barbara Davies dba A Simpler Time | Alpaca Exhibit | \$3,150.00 |
| 26-1267 | Poway Unified School District / Rancho Bernardo High School | Volunteer Labor Services | \$1,500.00 |
| 26-1268 | Paul Williams | Rock Sphere Making Education | \$0.00 |
| 26-1269 | San Diego Mesa College Veterinary Technology Program | Community Corner – Program Promotion | \$0.00 |
| 26-1270 | Pawsitive Teams, Inc. | Community Corner – Program Promotion | \$0.00 |
| 26-1271 | Maribeth McFaul | Chalk Artist | \$400.00 |
| 26-1272 | Brush Whackers Painting Club | Decorative Painting Demonstration | \$0.00 |
| 26-1273 | Charity Wings | Button Making and Bookmark Decorating | \$0.00 |
| 26-1274 | Joey's Wings | Origami Crane Demonstration | \$0.00 |
| 26-1275 | Machine Knitter's Guild of San Diego | Machine Knitting Demonstration | \$0.00 |
| 26-1276 | Misti Washington Gourd & Basket Guild | Basket Weaving Demonstration | \$0.00 |
| 26-1277 | San Diego Guild of Puppetry | Hand Puppet Making Demonstration | \$0.00 |
| 26-1278 | Silvergate Lacers | Lace Making Demonstration | \$0.00 |
| 26-1279 | Visions Museum of Textile Art | Show & Tell World Crafting Demonstration | \$0.00 |
| 26-1280 | Maile Miyake Studio | Linocut Demonstration | \$0.00 |
| 26-1281 | Feeding San Diego | Community Corner – Food Resource Education | \$30.00 revenue |
| 26-1282 | Darryl Swanson | Teaching Artist & Demonstrations | \$300.00 |
| 26-1283 | Green Means Give | Community Corner – Children's Resource Education | \$60.00 revenue |

| | | | |
|---------|-----------------------------|--------------------------------|--------|
| 26-1284 | San Diego Scrap Society LLC | Junk Journaling Demonstrations | \$0.00 |
|---------|-----------------------------|--------------------------------|--------|

2026 San Diego County Fair Entertainment Agreements

| Contract | Contractor | Event Type | Amount |
|-----------------|---|--------------------------|---------------|
| 26-1039 | Cartel International LTD f/s/o Boombox Cartel | Paddock Entertainment | \$10,000.00 |
| 26-1040 | Waynorth Music f/s/o Jekalyn Carr | Grandstand Entertainment | \$35,000.00 |
| 26-1041 | D Davis Ent LLC f/s/o Darnell Davis & The Remnant | Grandstand Entertainment | \$8,000.00 |
| 26-1120 | Gilbert Flores f/s/o Timba Tumbao | Grounds Entertainment | \$2,500.00 |

2026 San Diego County Fair Commercial Vendor Agreements

| Contract | Vendor Name | Product Category | Rental Fee |
|-----------------|--------------------------------|-------------------------|-------------------|
| 26-1696 | U.S. Jacleen, Inc. | Massage Chairs | \$11,795.00 |
| 26-1697 | Epstein Industrial Supply Inc. | Home Improvement | \$4,480.00 |
| 26-1698 | TGS Trading Company | Cork Products | \$4,250.00 |
| 26-1708 | Z2A Holiday Earrings & More | Car Vent Accessories | \$3,915.00 |

Event Agreements

| Contract | Licensee | Event | Term | Rental Fee |
|-----------------|------------------------|------------------------|-------------------------|-------------------|
| 26-1374 | SD Card Show | Card Trading Expo | 3/13/2026 - 3/15/2026 | \$8,980.00 |
| 26-1705 | CRSSD Music LLC | EDM Music Festival | 10/21/2026 - 10/26/2026 | \$2 per ticket |
| 26-1706 | CBF Productions | Boots & Brew | 9/30/2026 - 10/3/2026 | \$0.00 |
| 27-1699 | SCEGA | Gymnastics Competition | 1/12/2027 - 1/18/2027 | \$15,690.00 |
| 27-1700 | Westward Expos | Home Show | 1/27/2027 - 2/1/2027 | \$11,200.00 |
| 27-1701 | Happy Shows | Bridal Bazaar | 1/29/2027 - 2/1/2027 | \$10,460.00 |
| 27-1703 | Gem Faire | Gem Faire | 2/23/2027 - 3/1/2027 | \$15,690.00 |
| 27-1707 | Silver Bay Kennel Club | Dog Show | 2/17/2027 - 2/21/2027 | \$46,650.00 |

10. **ADJOURNMENT**



**22nd DISTRICT AGRICULTURAL ASSOCIATION
Board of Directors Meeting**

Del Mar Fairgrounds
2260 Jimmy Durante Boulevard
Del Mar, CA 92014

May 12, 2026

MINUTES

The following minutes are a summary of the Board action and proceedings. For a full transcript please click on the link below or visit the delmarfairgrounds.com website:

<https://www.delmarfairgrounds.com/p/public-information1>

OFFICERS PRESENT

Sam Nejabat, Chair
Lisa Barkett, Vice Chair

DIRECTORS PRESENT

Mark Arabo
Phil Blair
Donna DeBerry
Kathlyn Mead
Ted Miyahara
Elsa Morales-Roth

OTHERS PRESENT

Joshua Caplan, Deputy Attorney General (Counsel)
Becky Bartling, Chief Executive Officer (CEO)
Tristan Hallman, Chief Communications Officer (CCO)
Katie Mueller, Chief Operations Officer (COO)
Mike Seyle, Chief Administrative Officer (CAO)

CALL TO ORDER

Chair Nejabat called the meeting to order at 9:35 a.m.

ROLL CALL

Chair Nejabat, Vice Chair Barkett, and Directors Arabo, Blair, DeBerry, Mead, Miyahara, and Morales-Roth were all present. Director Schenk had an excused absence.

Chair Nejabat announced that agenda Item 6-D-1 would be removed from the agenda.

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA (see pages 5-12 of transcript)

Bridget Browning, Jamie Rivera, Martha Sullivan, Mike Septak, Victoria Word

CONSENT CALENDAR

Chair Nejabat referred to the Consent Calendar items on pages 9-28 of the meeting packet.

PUBLIC COMMENT ON CONSENT CALENDAR (see page 12 of transcript)

None

Director Blair moved to approve the Consent Calendar. Director DeBerry seconded the motion. Chair Nejabat, Vice Chair Barkett, and Directors Arabo, Blair, DeBerry, Mead, Miyahara, and Morales-Roth all voted in favor. The motion carried 8-0.

EXECUTIVE REPORT

- Don Diego Scholarship Foundation Chair Kirby Morrison who invited the Board to attend the Don Diego Junior Livestock Auction on June 27, during the San Diego County Fair. Executive Director Ashley McCaughan encouraged the Board to volunteer for the Plant*Grow*Eat program during the week of May 18-22.
- Legends Global General Manager Jamie Houtman previewed the food and beverage offerings for the upcoming San Diego County Fair and Del Mar Thoroughbred Club race meet. New features include a VIP lounge for Fair concertgoers, a World Cup watch party during the Fair, a walk-through self-checkout beverage market, and tableside portable ordering from the grandstand.

PUBLIC COMMENT ON EXECUTIVE REPORT (see pages 55-56 of transcript)
Irene Moreno

GENERAL BUSINESS

Item 6-A: Fair Operations Committee Report

Chair Nejabat referred to the report on pages 29-30 of the meeting packet. Committee Chair Mead recapped a meeting with the District's department heads highlighting preparations for the San Diego County Fair, including the hiring of about 1,200 temporary employees. District Marketing Director Jennifer Hellman presented an overview of advertising and community outreach efforts. COO Mueller previewed new deals, promotions, attractions, entertainment, events, food items, and more that can be found at the Fair this year.

Item 6-A-1: Consideration and vote to delegate authority to Chair Nejabat to approve contracts that exceed the CEO's Delegation of Authority, beginning May 13, 2026 through the next regularly scheduled and noticed District Board meeting

PUBLIC COMMENT ON ITEM 8-A-1 (see page 117 of transcript)
None

A motion was made and seconded to delegate authority to Chair Nejabat to approve contracts that exceed the CEO's Delegation of Authority, beginning May 13, 2026 through the next regularly scheduled and noticed District Board meeting. Chair Nejabat, Vice Chair Barkett, and Directors Arabo, Blair, DeBerry, Mead, Miyahara, and Morales-Roth all voted in favor. The motion carried 8-0.

Item 6-B: DMTC Liaison Committee Report

Committee Chair Arabo referred to the reports on pages 31-50 of the meeting packet and introduced Del Mar Thoroughbred Club President and COO Josh Rubinstein, who expressed optimism about the horse racing industry. DMTC Vice President of Marketing

Erin Bailey presented an overview of discounts, promotions, events, and marketing efforts leading up to the DMTC summer race meet.

PUBLIC COMMENT ON ITEM 6-B (see pages 144-146 of transcript)

Martha Sullivan

The Board recessed for a short break at 12:05 p.m. and resumed the meeting at 12:20 p.m.

Item 6-C: Finance Committee Report

The Finance Committee report can be found on pages 143-149 of the meeting packet.

Item 6-C-1: Discussion and vote on whether to extend the contract terms for Legends Global to December 31, 2031

PUBLIC COMMENT ON ITEM 6-C-1 (see pages 146-151 of transcript)

Cherilyn Besson, Lynn Kaimulua

Committee Chair Arabo moved not to extend the Legends Global food and beverage agreement through December 31, 2031. Directo Mead seconded the motion for the purpose of discussion. After discussion among the Board, Director Arabo amended the motion to extend the Legends agreement for one year while the District puts the food and beverage agreement out to bid. Following discussion with Counsel, the motion was withdrawn and no action was taken by the Board. The topic will be brought back for further discussion at the next Board meeting.

Committee Chair Arabo reported that:

- The Finance Committee has directed the District to audit its contracts, vendors, internal processes, technology, and other areas to identify opportunities to improve efficiency and reduce waste and redundancy.
- The District has obtained insurance policies through 2027, including property insurance, earthquake insurance, crime insurance, and cyber insurance.

Item 6-D: Master Site Planning Committee Report

Chair Nejabat referred to the reports on pages 68-74 of the meeting packet.

Item 6-D-2: Discussion and vote to appoint CEO Bartling to the California Construction Authority Board of Directors

PUBLIC COMMENT ON ITEM 6-D-2 (see page 191 of transcript)

None

Vice Chair Barkett moved to appoint CEO Bartling to the California Construction Authority Board of Directors. Director Arabo seconded the motion. Vice Chair Barkett then amended the motion to appoint the District's Facilities Director as an alternate. Director DeBerry seconded the amended motion. Chair Nejabat, Vice Chair Barkett, and Directors Arabo,

Blair, DeBerry, Mead, Miyahara, and Morales-Roth all voted in favor. The motion carried 8-0.

Item 6-D: Update on the City of Del Mar's San Dieguito Lagoon levee, habitat enhancement, and trail project

District Supervising Environmental Planner Dustin Fuller shared the District's comment letter on the draft CEQA document for the proposed project, as well as a letter from the City of Del Mar. The District opposes the proposed 2027 start date for construction. The Board of Directors would have to approve the final CEQA document before any work can take place on fairgrounds property.

PUBLIC COMMENT ON ITEM 6-D (see pages 203-208 of transcript)
Ashley Jones, John Spelich, Abigail Hawthorne

Item 6-E: Board of Directors' one-way requests for placement of information or action items on an agenda for a future meeting of the District's Board of Directors

- Director Arabo asked District staff to send the results of the HAP grant affordable housing site studies to each Board member ahead of the next meeting.
- Director Miyahara asked for a staff report and potentially recommendations regarding the affordable housing study results.

PUBLIC COMMENT ON ITEM 6-E (see pages 211-212 of transcript)
Abigail Hawthorne

MATTERS OF INFORMATION

Correspondence can be found on pages 75-77 of the meeting packet. Updated committee assignments can be found on pages 78-83 of the meeting packet. Contracts executed per the CEO's delegated authority can be found on pages 84-143 of the meeting packet, and contracts executed by the COO can be found on pages 144-170 of the meeting packet.

RECESS TO CLOSED EXECUTIVE SESSION

The Board recessed to Closed Executive Session at 1:31 p.m.

RECONVENE TO OPEN SESSION

The Board reconvened to Open Session at 2:16 p.m. Chair Nejabat stated that the District Board of Directors considered the advice of Counsel on the items listed on the Closed Session portion of the agenda and has nothing to report.

ADJOURNMENT

There being no further business to discuss, Chair Nejabat adjourned the meeting at 2:16 p.m.

Becky Bartling
Chief Executive Officer



22nd DISTRICT AGRICULTURAL ASSOCIATION

Board of Directors Meeting

Del Mar Fairgrounds
2260 Jimmy Durante Boulevard
Del Mar, CA 92014

June 1, 2026

MINUTES

The following minutes are a summary of the Board action and proceedings. For a full transcript please click on the link below or visit the delmarfairgrounds.com website:

<https://www.delmarfairgrounds.com/p/public-information1>

OFFICERS PRESENT

Lisa Barkett, Vice Chair

DIRECTORS PRESENT

Mark Arabo
Donna DeBerry
Kathlyn Mead
Ted Miyahara
Elsa Morales-Roth
Frederick Schenk

OTHERS PRESENT

Becky Bartling, Chief Executive Officer (CEO)
Joshua Caplan, Deputy Attorney General (Counsel)
(via Zoom)

OFFICERS ABSENT

Sam Nejabat, Chair

DIRECTORS ABSENT

Phil Blair

CALL TO ORDER

Vice Chair Barkett called the meeting to order at 9:43 a.m.

ROLL CALL

Vice Chair Barkett and Directors Arabo, DeBerry, Mead, Miyahara, Morales-Roth, and Schenk were all present. Chair Nejabat and Director Blair were absent.

PUBLIC COMMENT ON NON-AGENDA ITEMS

Allison Prater, Martha Sullivan

GENERAL BUSINESS

People and Culture Committee Chair Mead explained that the objective of the Governance Workshop was to improve communication and cohesion among Board members. Committee member DeBerry noted that effective collaboration is essential to the success of the District and the community it serves.

PUBLIC COMMENT ON GENERAL BUSINESS

Martha Sullivan

Vice Chair Barkett introduced Tom Keyse and Stacey McKibbin of consulting firm Charney Keyse to lead the workshop, which included:

- A presentation and discussion of Board survey results
- An overview of the Board's governance role and legal and fiduciary responsibilities
- Discussion of effective Board leadership and oversight practices
- Exercises to strengthen Board alignment and collaboration

ADJOURNMENT

There being no further business to discuss, Vice Chair Barkett adjourned the meeting at 5:01 p.m.

Becky Bartling
Chief Executive Officer

Item 6: Consent Calendar - Contract Awards & Approvals

June 9, 2026

Expense Contracts

| Standard Agreements from Competitive Solicitation | | | | |
|---|---|-----------------------------------|--|---|
| Contract: 23-021 AM4 | Contractor: Harris & Associates | Acquisition Method: RFQ | Term: 3/22/2023 - 3/21/2028 | Not to Exceed: AM4: Unchanged |
| | | | | |
| Purpose: To add two more subcontractors for on-call environmental services | | | | |
| Contract: 26-018 | Contractor: Diamond Environmental Services | Acquisition Method: IFB | Term: 5/20/2026 - 5/19/2028 | Not to Exceed: \$170,000.00 |
| | | | | |
| Purpose: To provide sanitary services for the San Diego County Fair | | | | |

| 2026 San Diego County Fair Judging Agreements | | | |
|---|--|--------------------|-----------------------------------|
| Contract | Judge Name | Purpose | Not to Exceed |
| 26-498 | Rick Klampe | Livestock | \$2,750.00 and hotel for 6 nights |
| 26-499 | Karen Crawford | Livestock | \$1,750.00 and hotel for 3 nights |
| 26-500 | Malissa Shepard | Livestock | \$1,500.00 and hotel for 3 nights |
| 26-501 | John DeCarlo | Livestock | \$1,250.00 and hotel for 3 nights |
| 26-502 | Krishna Geffert | Livestock | \$2,750.00 and hotel for 6 nights |
| 26-503 | Kirby Brincefield | Livestock | \$2,250.00 and hotel for 6 nights |
| 26-504 | April Seiler | Livestock | \$1,500.00 and hotel for 3 nights |
| 26-505 | Kyle Ramsey | Livestock | \$2,250.00 and hotel for 4 nights |
| 26-506 | Joe Hoffman | Livestock | \$1,250.00 and hotel for 2 nights |
| 26-507 | Kevin Stanford | Livestock | \$1,050.00 and hotel for 2 nights |
| 26-508 | Conor Keegan | Livestock | \$800.00 and hotel for 2 nights |
| 26-509 | Myles Tellefson dba TC Cattle Company | Livestock | \$2,250.00 and hotel for 5 nights |
| 26-510 | Conor Keegan | Livestock | \$800.00 and hotel for 2 nights |
| 26-511 | Katie Mazac | Livestock | \$1,850.00 and hotel for 3 nights |
| 26-512 | Denise Squires | Livestock | \$100.00 |
| 26-513 | Randy Schumaker | Livestock | \$1,500.00 and hotel for 3 nights |
| 26-AE001 | Andrea Santoyo | Role Playing Games | \$540.00 |
| 26-AE002 | Jasmine Diaz | Role Playing Games | \$540.00 |
| 26-AE003 | Kristen Coleman | Role Playing Games | \$540.00 |
| 26-AE004 | Bryan Henery | Role Playing Games | \$360.00 |
| 26-AE005 | Anastacia Benavides | Role Playing Games | \$180.00 |

Item 6: Consent Calendar - Contract Awards & Approvals

June 9, 2026

Revenue Contracts

| 2026 San Diego County Ride Operator Agreements | | | |
|---|---------------------|-----------------|-------------------------|
| Contract | Company | Ride | Percentage Split |
| 26-M-03 | Caprice Enterprises | Speedway | 48% of gross revenue |
| 26-M-12 AM1 | RCS | Twister | 48% of gross revenue |
| 26-M-12 AM2 | RCS | Big Top Swinger | 48% of gross revenue |
| 26-M-16 AM1 | Talley Amusements | Down Draft | 48% of gross revenue |

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 21 PAGES

AGREEMENT NUMBER

23-021

AMENDMENT NUMBER

4

Purchasing Authority Number

GL#600100-00

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)

CONTRACTOR NAME

Harris & Associates, Inc.

2. The term of this Agreement is:

START DATE

March 22, 2023

THROUGH END DATE

March 21, 2028

3. The maximum amount of this Agreement after this Amendment is:

\$4,000,000.00

Four Million Dollars and Zero Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The purpose of this Amendment is to add two new subcontractors.

Exhibit B, Attachment I (Rate Sheet) is hereby revised and replaced in its entirety to include The Land Stewards and San Diego Canyonlands - following ASM Affiliates, Collaborative Land Use Solutions, Fuscoe Engineering, GHD, Great Ecology, Habitat West, Linscott, Law & Greenspan Engineers, the San Diego Natural History Museum, Winecki Consulting and HLB Lighting Design.

All other subcontractor rates remain unchanged.

The maximum amount of this Agreement remains unchanged. All other terms and conditions of the Agreement remain in full force and effect.

Amendment Effective Date:

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Harris & Associates, Inc.

CONTRACTOR BUSINESS ADDRESS

2375 Northside Dr. Suite 125

CITY

San Diego

STATE

CA

ZIP

92108

PRINTED NAME OF PERSON SIGNING

Ryan Binns

TITLE

Vice President

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-018

GL ACCOUNT NUMBER (If Applicable)

GL#:550100-10

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)

CONTRACTOR NAME

Diamond Environmental Services, LP

2. The term of this Agreement is:

START DATE

May 20, 2026

THROUGH END DATE

May 19, 2028

3. The maximum amount of this Agreement is:

\$170,000.00

One Hundred Seventy Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits | Title | Pages |
|----------------------------|---------------------------------------|-------|
| Exhibit A | Scope of Work | 5 |
| Exhibit B | Budget Detail and Payment Provisions | 2 |
| Exhibit B, Attachment I | Pricing Tables | 11 |
| Exhibit C | General Terms and Conditions | 5 |
| Exhibit D | Special Terms & Conditions | 5 |
| Exhibit D, Attachment I | Insurance Requirements | 4 |
| Exhibit E | Preventing Storm Water Pollution | 1 |
| Exhibit F | 22nd DAA Resource Conservation Policy | 1 |

*IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Diamond Environmental Services, LP

CONTRACTOR BUSINESS ADDRESS

807 E Mission Road

CITY

San Marcos

STATE

CA

ZIP

92069

PRINTED NAME OF PERSON SIGNING

Tanno Gomolka

TITLE

Director of Contracts

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**EXHIBIT A
 SCOPE OF WORK**

1. SERVICES OVERVIEW

- A. This Agreement is the result of a competitive solicitation that is incorporated by reference and made part of this Agreement.
- B. The contract term shall be for twenty-four (24) months with the possibility of three (3) one-year options to renew, at the sole and absolute discretion of the District. The contract is subject to annual evaluation and certification that the contractor has met all Agreement requirements. The District may decide, in its sole discretion, whether to exercise any option under the contract.
- C. Diamond Environmental Services, LP, hereinafter referred to as the Contractor, agrees to provide to the 22nd District Agricultural Association / Del Mar Fairgrounds, hereinafter referred to as District, with services as described herein:

The Contractor shall provide qualified labor, materials/supplies, and equipment for the rental, pumping, and servicing of portable restrooms and holding tanks, and for the rental and servicing of other sanitary equipment, including but not limited to handwashing stations, and hand sanitizer stands for the annual San Diego County Fair (Fair).

- D. The services shall be performed at the following locations:

District Property:

- District Main campus, located at 2260 Jimmy Durante Boulevard, Del Mar, CA 92014; and
- Del Mar Horsepark campus, located at 14550 El Camino Real Del Mar, CA 92014.

Other Service Locations:

- Canyon Crest Academy, located at 5951 Village Center Loop Rd, San Diego, CA 92130; or
- Torrey Pines High School Located at 3710 Del Mar Heights Rd, San Diego, CA 92130.

Other Service Locations are subject to change at the discretion of the District.

- E. The services include setup of equipment before the Fair begins and removal of equipment after the Fair ends. The Fair is open to the public and runs for approximately 4 weeks and is anticipated to begin in June and end in July, and typically open to the public from 11am to 11pm. The Fair is generally closed to the public on Mondays and Tuesdays, which are designated as “dark days,” except when July 4th and its observed holiday falls on one of these days. The 2026 Fair is scheduled from June 10 through July 5, 2026. The Fair dates and operational days are subject to change each year at the discretion of District.

- F. The Project Representatives during the term of this Agreement will be:

| | |
|--|--|
| 22 nd District Agricultural Association | Diamond Environmental Services, LP |
| Name: Brad Mason, Facilities Director | Name: Staci Sigmon, Project Representative |
| Address: 2260 Jimmy Durante Blvd. Del Mar, CA 92014 | Address: 807 E. Mission Rd. San Marcos, CA 92069 |
| Phone: 858.792.4285 | Phone: 760.744.7191 |
| e-mail: bmason@sdfair.com | e-mail: stacis@diamondprovides.com |

EXHIBIT A SCOPE OF WORK

The parties may change their Project Representative upon providing ten (10) business days written notice to the other party. Said changes shall not require an Amendment to this Agreement.

2. WORK TO BE PERFORMED BY CONTRACTOR:

- a. Contractor must have the ability to respond to emergency calls for repairs within three (3) hours of notification and must be available before the fair opens to the public and at any time the Fair is open.
- b. Contractor agrees to be “proactive” and communicate in a professional and effective manner.
- c. Contractor shall be responsible for the initial setup of all equipment before the Fair begins and the removal of all equipment after the Fair concludes, as directed by the District.
- d. Contractor shall deliver equipment approximately three (3) days before the start of the Fair and complete final removal approximately two (2) days after the Fair ends. All delivery and pick-up of equipment shall be directed by the District. Daily delivery and pick-up of equipment are not required.
- e. Contractor shall provide all equipment including portable restrooms, holding tanks, and sinks in high quality or “like new” condition, and shall provide cleaning, pumping and restocking services during each day of the Fair, to maintain public safety and aesthetic values as the Fair expects approximately 50,000 visitors daily. Therefore, service-related issues will not be tolerated; should any problems occur, Contractor shall resolve the problem immediately. Contractor shall provide prompt repair or replacement of any faulty equipment as directed by District Management.
- f. District is not financially liable for normal wear and tear or routine cleaning, maintenance, or repair of all sanitary equipment. However, District may be invoiced for repairs resulting from damage beyond normal wear and tear, subject to prior written approval by District.
- g. At the direction of District Management, Contractor shall provide the following portable restroom and pumping services in accordance with the specifications herein for the annual Fair. The inventory of equipment detailed below reasonably anticipates specific quantities of equipment for the annual Fair. The quantities and types of equipment, as well as the services required, may vary or may not be utilized at all based on the District’s needs. Any additional equipment requested should be subject to the same equitable and reasonable Fair time costs associated with equipment rental fees and service fees. Contractor shall be required to verify the actual inventory scheduled with District Facilities Department prior to commencing services. On-site refers to the property housing the Fair. Off-site refers to Horsepark, and Canyon Crest Academy or Torrey Pines High School; however, off-site locations as well as type and amount of equipment for on-site and off-site locations are subject to change by District.
 - i) Premier portable toilet units shall be 45” wide x 48” deep x 90” high, with toilet, urinal, sink, toilet tissue, and sanitary seat covers.
 - ii) Wheelchair accessible portable toilet units shall be ADA compliant, 7’ square x 8’ high, with toilet and ramp.
 - iii) VIP premier restroom shall include a flushable toilet, urinal, sink, toilet tissue, and sanitary seat covers.
 - iv) Holding tanks shall be approximately 250-gallon capacity and 6’ long x 3’5” wide x 18” high.

EXHIBIT A SCOPE OF WORK

- v) Free-standing sink units shall be 2'6" wide x 2'10" long x 3'9" high, 30-gallon capacity fresh water holding tank, 2 washing station pumps, 2 soap dispensers, and 1 paper towel dispenser.
- vi) Free-standing double sanitizer stand units shall be standard size of approximately 8" square x approximately 4' high with sanitizer dispensers on opposing sides, one at approximately 3'6" high and the other at standard ADA height.
- vii) Solar Elite Flushing Restroom has a flushable toilet, an auto-off faucet, an acrylic-coated sink, a mirror, an LED light, and a coat hook.
- viii) All standard and ADA restrooms shall be delivered with doors locked, using plastic zip ties.
- ix) On-site equipment includes, but is not limited to, the following.
 - a. Forty-Seven (47) single premier portable toilet units with sink.
 - b. Nineteen (19) wheelchair accessible (ADA compliant) portable toilet units.
 - c. Fifteen (15) free-standing portable double sinks (two faucets each sink).
 - d. Ten (10) 2 basin with special needs hand wash sink.
 - e. Three (3) hot & cold 3-basin sinks no tanks.
 - f. Six (6) VIP premier restroom
 - g. Twelve (12) double sanitizer hand-sanitizing stands
 - h. Twenty-Eight (28) 250-gallon holding tanks (used for sewer collection), with *side input lines*, to be hooked-up by the District and serviced by Contractor.
 - i. One (1) Solar Elite Flushing Restroom.
 - j. One (1) 10 stall 4 sink premier trailer.
 - k. One (1) 7 stall 2 sink premier trailer.
- x) Off-site equipment includes, but is not limited to, the following:
 - a. Eight (8) single premier toilet units with sink.
 - b. Seven (7) wheelchair accessible (ADA compliant) portable toilet units to be placed at Del Mar Horse park campus and Torrey Pines high School or Canyon Crest Academy as directed by District.
 - c. Five (5) free-standing portable double sinks (two faucets per sink).
- xi) **The quantities of equipment are estimates only and they represent what the District anticipates it may require for the annual Fair. These estimates are not guaranteed, and the actual quantities may be more or less than estimated each year. District reserves the right to adjust the quantities of equipment and services based on District's actual requirements.**
- xii) Estimated Rental Period and Service Frequency
 - a) Equipment rental duration is estimated to be 31 to 36 days per Fair.
 - b) Servicing of equipment is estimated to be 20 to 25 days per Fair.

**EXHIBIT A
SCOPE OF WORK**

- c) Servicing of equipment shall only be performed on designated Fair operating days (typically Wednesday through Sunday).
 - d) District is requesting rental rates (**Per Month and Per Day**) and service rates (**Per Day**) for each type of equipment listed in Section 16 (Pricing Table). Refer to the Pricing Instructions located above the Pricing Table for additional details.
- xiii) **On-site** and **Off-site** services during the Fair include the following:
- a. Contractor shall provide service for all portable toilet units on each operating day of the Fair, typically Wednesday through Sunday during non-public hours in the early morning. Services shall include pumping, cleaning inside of each unit, making any necessary repairs, adding disinfectants and chemicals, and stocking with paper goods and hand soap. **All portable restrooms must be fully stocked, sanitized, pumped, and cleaned each operating day of the Fair.**
 - b. Contractor shall provide service for all free-standing sink units on each operating day of the Fair, typically Wednesday through Sunday during non-public hours in the early morning. Services shall include cleaning the washing station, making any necessary repairs, and stocking and replenishing with hand soap and hand towels. **All hand-washing sinks must have towel & soap dispensers, be fully stocked, sanitized, and cleaned each operating day of the Fair.**
 - c. Contractor shall provide pumping services for all holding tanks on each operating day of the Fair, typically Wednesday through Sunday.
 - d. All **On-site** servicing shall be completed, and driver and servicing equipment shall be off the Fairgrounds by 8:00 a.m. each operating day of the Fair. Drivers shall deliver daily service tickets to the District's Facilities Department.
 - e. All **Off-site** servicing shall be completed, and driver and servicing equipment shall be off the sites by 9:30 am, each operating day of the Fair. Drivers shall deliver daily service tickets to the District's Facilities Department.
 - f. Contractor shall assign a consistent driver for weekday services for each service location category (on-site and off-site). The same weekday driver shall perform services throughout the duration of the Fair for that location category. Contractor shall provide the driver's cellular phone number to District.
 - g. Contractor shall assign a consistent driver for weekend services for each service location category (on-site and off-site). The same weekend driver shall perform services throughout the duration of the Fair for that location category. Contractor shall provide the driver's cellular number to District.
 - h. Contractor may only use the manhole as directed by District staff, located by Pump Station #1 for on-site dumping needs.
 - i. Contractor shall commit all weekday services to the same driver and provide the driver's cellular phone number to District.
 - j. Contractor shall commit all weekend services to the same driver and provide the driver's cellular phone to District.
- h. The District reserves the right of final approval for all equipment to be rented.

**EXHIBIT A
SCOPE OF WORK**

- i. Contractor will coordinate the storage of hand towels, toilet paper, and soap products at the District's Livestock Office for the hand-washing sinks to be restocked as needed by District staff during Fair operating hours at no additional cost to District.
- j. District may also require additional equipment and services not included in this Agreement. However, Contractor agrees to provide such additional equipment at costs similar to the rental costs provided and/or providing credit for portable restrooms, holding tanks, and sinks not used. Contractor agrees to provide a written quote for approval by District Management, prior to the initiation of any additional equipment not included in this Agreement.
- k. Any additional costs billed by Contractor not included in this Agreement will be rejected and may cause the District to terminate contract. Furthermore, District shall not pay for travel time or down time (labor or equipment), due to defective equipment or lack of qualified labor.
- l. Contractor understands and agrees that the District, at its sole discretion, may determine that a person (utilized by the Contractor in the performance of this Scope of Work is detrimental to District operations. Determination by the District regarding attire and conduct shall be final and the Contractor agrees to remove such person from operations arising out of this Scope of Work.
- m. The Contractor shall be fully responsible for all acts and omissions of persons and organizations directly or indirectly employed by them.
- n. No performance of the contract, or any portion thereof, may be assigned or subcontracted. Any attempt to do so shall be deemed a material breach of contract.
- o. The Del Mar Fairgrounds and Horsepark are located within environmentally sensitive wetlands. Therefore, any equipment/machinery that is leaking fluid (sewage, battery, coolant, diesel, gas, hydraulic, motor oil, power steering, transmission, etc.) must immediately either be repaired or removed from District property by Contractor. Furthermore, Contractor agrees to dispose of/recycle all waste according to State and local laws and regulations.
- p. Contractor shall have all current licenses/certifications required by law to provide all services and shall perform this work in accordance with all applicable laws and codes. Contractor will provide District with copies of licenses and certifications within 48 hours, upon District's written request, including electronic email requests by District.

22nd District Agricultural Association
Judging Agreement

This Judging Agreement ("Agreement") is made and entered into this 29th day of April, 2026 ("Effective Date"), by and between the 22nd District Agricultural Association ("District"), a public corporation of the State of California and Rick Klampe ("Judge"). District and Judge are referred to individually as Party or collectively as "Parties."

For and in consideration of the covenants and conditions in this Agreement, the Parties agree as follows:

1.0 **Judge Obligations.** Judge shall serve in the capacity of a judge at the District's 2026 San Diego County Fair. Judge will provide judging services for Livestock – Bread Sheep, Angora Goats and Wool Show from June 10 – 14, 2026 ("Judging Date").

2.0 **District Obligations.** In consideration for Judge's performance under this Agreement, District shall provide six (6) hotel nights and pay Judge \$2,750.00, which amount includes payment for all expenses ("Payment"). District shall make Payment to Judge upon completion of Judge's obligations under this Agreement. This Agreement must be fully executed by Judge and District no later than ten (10) days prior to Judging Date, in order to guarantee payment by District on the Judging Date; otherwise, District will provide payment to Judge within ten (10) calendar days following the Judging Date.

3.0 **Force Majeure and Cancellation of Agreement.** District shall not be liable for nonperformance under this Agreement if the nonperformance is caused by an event of Force Majeure. Events of Force Majeure shall include, but not be limited to, Act of God, war, epidemic, accident, fire, public emergency, 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 of services, explosion, destruction of District property, or other buildings or facilities on the District's fairgrounds property or other cause not reasonably within the District's control and which renders the District's obligations under this Agreement impossible, infeasible, or unsafe in any way or any event then, the District may cancel this Agreement in its entirety effective immediately upon notice and neither party shall have any further liabilities and/or obligations in connection therewith.


3.1. **Cancellation.** District shall have the exclusive right to cancel this Agreement if there is no participation in the event for which Judge is to provide Judging Services. If the Agreement is cancelled under this Section 3.1, the Parties shall be excused from performance under this Agreement.

4.0 **General Provisions**


- 4.1 Parties agree that Judge, and any agents and employees of Judge, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the District.
- 4.2 This Agreement may be terminated, and the provisions of this Agreement may be altered, changed or amended by mutual written consent of the Parties.
- 4.3 If Judge is deemed a nonresident independent contractor, Judge acknowledges and agrees that Judge may be subject to a 7% withholding by the California Franchise Tax Board.
- 4.4 This Agreement constitutes the entire agreement between the Parties with respect to the matters in this Agreement and supersedes any prior writings and oral negotiations. This Agreement may be modified only in writing by the Parties.

In witness whereof, the Parties have caused this Agreement to be executed by and through their respective authorized agents, as of the Effective Date.

22nd District Agricultural Association
2260 Jimmy Durante Drive
Del Mar, California 92014

By: 
Katie Mueller, Chief Operations Officer

Rick Klampe
89 Ankeny Hill Road SE
Jefferson, Oregon 97352

By: 
Rick Klampe, Judge

Judge's Contact Information:
rickklampe5@gmail.com
(503) 559-9052

22nd District Agricultural Association
Judging Agreement

This Judging Agreement ("Agreement") is made and entered into this 29th day of April, 2026 ("Effective Date"), by and between the 22nd District Agricultural Association ("District"), a public corporation of the State of California and Karen Crawford ("Judge"). District and Judge are referred to individually as Party or collectively as "Parties."

For and in consideration of the covenants and conditions in this Agreement, the Parties agree as follows:

1.0 **Judge Obligations.** Judge shall serve in the capacity of a judge at the District's 2026 San Diego County Fair. Judge will provide judging services for Livestock – Pygmy Show B: Open, Junior, Showmanship on June 13, 2026 ("Judging Date").

2.0 **District Obligations.** In consideration for Judge's performance under this Agreement, District shall provide three (3) hotel nights and pay Judge \$1,750.00, which amount includes payment for all expenses ("Payment"). District shall make Payment to Judge upon completion of Judge's obligations under this Agreement. This Agreement must be fully executed by Judge and District no later than ten (10) days prior to Judging Date, in order to guarantee payment by District on the Judging Date; otherwise, District will provide payment to Judge within ten (10) calendar days following the Judging Date.

3.0 **Force Majeure and Cancellation of Agreement.** District shall not be liable for nonperformance under this Agreement if the nonperformance is caused by an event of Force Majeure. Events of Force Majeure shall include, but not be limited to, Act of God, war, epidemic, accident, fire, public emergency, 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 of services, explosion, destruction of District property, or other buildings or facilities on the District's fairgrounds property or other cause not reasonably within the District's control and which renders the District's obligations under this Agreement impossible, infeasible, or unsafe in any way or any event then, the District may cancel this Agreement in its entirety effective immediately upon notice and neither party shall have any further liabilities and/or obligations in connection therewith.

3.1. **Cancellation.** District shall have the exclusive right to cancel this Agreement if there is no participation in the event for which Judge is to provide Judging Services. If the Agreement is cancelled under this Section 3.1, the Parties shall be excused from performance under this Agreement.

4.0 **General Provisions**

4.1 Parties agree that Judge, and any agents and employees of Judge, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the District.


4.2 This Agreement may be terminated, and the provisions of this Agreement may be altered, changed or amended by mutual written consent of the Parties.

4.3 If Judge is deemed a nonresident independent contractor, Judge acknowledges and agrees that Judge may be subject to a 7% withholding by the California Franchise Tax Board.


4.4 This Agreement constitutes the entire agreement between the Parties with respect to the matters in this Agreement and supersedes any prior writings and oral negotiations. This Agreement may be modified only in writing by the Parties.

In witness whereof, the Parties have caused this Agreement to be executed by and through their respective authorized agents, as of the Effective Date.

22nd District Agricultural Association
2260 Jimmy Durante Drive
Del Mar, California 92014

By: 
Katie Mueller (Apr 30, 2026 22:00:54 PDT)
Katie Mueller, Chief Operations Officer

Karen Crawford
P.O. Box 221
Graham, Washington 98338

By: 
Karen Crawford (Apr 30, 2026 21:36:27 PDT)
Karen Crawford, Judge

Judge's Contact Information:
ccpygmy@yahoo.com
(253) 312-7180

Account Number: 600100-60

22nd District Agricultural Association
Judging Agreement

This Judging Agreement ("Agreement") is made and entered into this 4th day of May, 2026 ("Effective Date"), by and between the 22nd District Agricultural Association ("District"), a public corporation of the State of California and Malissa M. Shepard ("Judge"). District and Judge are referred to individually as Party or collectively as "Parties."

For and in consideration of the covenants and conditions in this Agreement, the Parties agree as follows:

1.0 Judge Obligations. Judge shall serve in the capacity of a judge at the District's 2026 San Diego County Fair. Judge will provide judging services for Livestock – Milk Competition on June 16 and 17, 2026 ("Judging Date").

2.0 District Obligations. In consideration for Judge's performance under this Agreement, District shall provide three (3) hotel nights and pay Judge \$1,500.00, which amount includes payment for all expenses ("Payment"). District shall make Payment to Judge upon completion of Judge's obligations under this Agreement. This Agreement must be fully executed by Judge and District no later than ten (10) days prior to Judging Date, in order to guarantee payment by District on the Judging Date; otherwise, District will provide payment to Judge within ten (10) calendar days following the Judging Date.

3.0 Force Majeure and Cancellation of Agreement. District shall not be liable for nonperformance under this Agreement if the nonperformance is caused by an event of Force Majeure. Events of Force Majeure shall include, but not be limited to, Act of God, war, epidemic, accident, fire, public emergency, 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 of services, explosion, destruction of District property, or other buildings or facilities on the District's fairgrounds property or other cause not reasonably within the District's control and which renders the District's obligations under this Agreement impossible, infeasible, or unsafe in any way or any event then, the District may cancel this Agreement in its entirety effective immediately upon notice and neither party shall have any further liabilities and/or obligations in connection therewith.

3.1. Cancellation. District shall have the exclusive right to cancel this Agreement if there is no participation in the event for which Judge is to provide Judging Services. If the Agreement is cancelled under this Section 3.1, the Parties shall be excused from performance under this Agreement.

4.0 General Provisions

4.1 Parties agree that Judge, and any agents and employees of Judge, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the District.


4.2 This Agreement may be terminated, and the provisions of this Agreement may be altered, changed or amended by mutual written consent of the Parties.

4.3 If Judge is deemed a nonresident independent contractor, Judge acknowledges and agrees that Judge may be subject to a 7% withholding by the California Franchise Tax Board.


4.4 This Agreement constitutes the entire agreement between the Parties with respect to the matters in this Agreement and supersedes any prior writings and oral negotiations. This Agreement may be modified only in writing by the Parties.

In witness whereof, the Parties have caused this Agreement to be executed by and through their respective authorized agents, as of the Effective Date.

22nd District Agricultural Association
2260 Jimmy Durante Drive
Del Mar, California 92014

By: 
Katie Mueller (May 8, 2026 08:35:37 PDT)
Katie Mueller, Chief Operations Officer

Malissa M. Shepard
P.O. Box 475
Truchas, New Mexico 87578

By: 

Malissa M. Shepard, Judge

Judge's Contact Information:
shepard@thegrid.net
(505) 689-1371

22nd District Agricultural Association
Judging Agreement

This Judging Agreement ("Agreement") is made and entered into this 1st day of May, 2026 ("Effective Date"), by and between the 22nd District Agricultural Association ("District"), a public corporation of the State of California and John DeCarlo ("Judge"). District and Judge are referred to individually as Party or collectively as "Parties."

For and in consideration of the covenants and conditions in this Agreement, the Parties agree as follows:

1.0 Judge Obligations. Judge shall serve in the capacity of a judge at the District's 2026 San Diego County Fair. Judge will provide judging services for Livestock – Pigeon on June 19 and 20, 2026 ("Judging Date").

2.0 District Obligations. In consideration for Judge's performance under this Agreement, District shall provide three (3) hotel nights and pay Judge \$1,250.00, which amount includes payment for all expenses ("Payment"). District shall make Payment to Judge upon completion of Judge's obligations under this Agreement. This Agreement must be fully executed by Judge and District no later than ten (10) days prior to Judging Date, in order to guarantee payment by District on the Judging Date; otherwise, District will provide payment to Judge within ten (10) calendar days following the Judging Date.

3.0 Force Majeure and Cancellation of Agreement. District shall not be liable for nonperformance under this Agreement if the nonperformance is caused by an event of Force Majeure. Events of Force Majeure shall include, but not be limited to, Act of God, war, epidemic, accident, fire, public emergency, 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 of services, explosion, destruction of District property, or other buildings or facilities on the District's fairgrounds property or other cause not reasonably within the District's control and which renders the District's obligations under this Agreement impossible, infeasible, or unsafe in any way or any event then, the District may cancel this Agreement in its entirety effective immediately upon notice and neither party shall have any further liabilities and/or obligations in connection therewith.

3.1. Cancellation. District shall have the exclusive right to cancel this Agreement if there is no participation in the event for which Judge is to provide Judging Services. If the Agreement is cancelled under this Section 3.1, the Parties shall be excused from performance under this Agreement.

4.0 General Provisions

4.1 Parties agree that Judge, and any agents and employees of Judge, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the District.


4.2 This Agreement may be terminated, and the provisions of this Agreement may be altered, changed or amended by mutual written consent of the Parties.

4.3 If Judge is deemed a nonresident independent contractor, Judge acknowledges and agrees that Judge may be subject to a 7% withholding by the California Franchise Tax Board.


4.4 This Agreement constitutes the entire agreement between the Parties with respect to the matters in this Agreement and supersedes any prior writings and oral negotiations. This Agreement may be modified only in writing by the Parties.

In witness whereof, the Parties have caused this Agreement to be executed by and through their respective authorized agents, as of the Effective Date.

22nd District Agricultural Association
2260 Jimmy Durante Drive
Del Mar, California 92014

By: 
Katie Mueller, Chief Operations Officer

John DeCarlo
1625 Jennifer Lane
Gilroy, California 95020

By: 
John DeCarlo, Judge

Judge's Contact Information:
john@mhcarwash.com
(408) 202-0780

Account Number: 600100-60

22nd District Agricultural Association
Judging Agreement

This Judging Agreement ("Agreement") is made and entered into this 4th day of May, 2026 ("Effective Date"), by and between the 22nd District Agricultural Association ("District"), a public corporation of the State of California and Krishna Geffert ("Judge"). District and Judge are referred to individually as Party or collectively as "Parties."

For and in consideration of the covenants and conditions in this Agreement, the Parties agree as follows:

1.0 Judge Obligations. Judge shall serve in the capacity of a judge at the District's 2026 San Diego County Fair. Judge will provide judging services for Livestock – Market Swine, Breeding, Showmanship and Grand Champion from June 24 – 28, 2026 ("Judging Date").

2.0 District Obligations. In consideration for Judge's performance under this Agreement, District shall provide up to six (6) hotel nights and pay Judge \$2,750.00, which amount includes payment for all expenses ("Payment"). District shall make Payment to Judge upon completion of Judge's obligations under this Agreement. This Agreement must be fully executed by Judge and District no later than ten (10) days prior to Judging Date, in order to guarantee payment by District on the Judging Date; otherwise, District will provide payment to Judge within ten (10) calendar days following the Judging Date.

3.0 Force Majeure and Cancellation of Agreement. District shall not be liable for nonperformance under this Agreement if the nonperformance is caused by an event of Force Majeure. Events of Force Majeure shall include, but not be limited to, Act of God, war, epidemic, accident, fire, public emergency, 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 of services, explosion, destruction of District property, or other buildings or facilities on the District's fairgrounds property or other cause not reasonably within the District's control and which renders the District's obligations under this Agreement impossible, infeasible, or unsafe in any way or any event then, the District may cancel this Agreement in its entirety effective immediately upon notice and neither party shall have any further liabilities and/or obligations in connection therewith.

3.1. **Cancellation.** District shall have the exclusive right to cancel this Agreement if there is no participation in the event for which Judge is to provide Judging Services. If the Agreement is cancelled under this Section 3.1, the Parties shall be excused from performance under this Agreement.

4.0 General Provisions

4.1 Parties agree that Judge, and any agents and employees of Judge, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the District.


4.2 This Agreement may be terminated, and the provisions of this Agreement may be altered, changed or amended by mutual written consent of the Parties.

4.3 If Judge is deemed a nonresident independent contractor, Judge acknowledges and agrees that Judge may be subject to a 7% withholding by the California Franchise Tax Board.


4.4 This Agreement constitutes the entire agreement between the Parties with respect to the matters in this Agreement and supersedes any prior writings and oral negotiations. This Agreement may be modified only in writing by the Parties.

In witness whereof, the Parties have caused this Agreement to be executed by and through their respective authorized agents, as of the Effective Date.

22nd District Agricultural Association
2260 Jimmy Durante Drive
Del Mar, California 92014

By: 
Katie Mueller, Chief Operations Officer

Krishna Geffert
E6567 Highview Road
Reedsburg, Wisconsin 53959

By: 
Krishna Geffert, Judge

Judge's Contact Information:
krisha_c@yahoo.com
(307) 760-0327

22nd District Agricultural Association
Judging Agreement

This Judging Agreement ("Agreement") is made and entered into this **4th** day of **May, 2026** ("Effective Date"), by and between the 22nd District Agricultural Association ("District"), a public corporation of the State of California and **Kirby Brincefield** ("Judge"). District and Judge are referred to individually as Party or collectively as "Parties."

For and in consideration of the covenants and conditions in this Agreement, the Parties agree as follows:

1.0 Judge Obligations. Judge shall serve in the capacity of a judge at the District's 2026 San Diego County Fair. Judge will provide judging services for Livestock – Market Cattle, Breeding, Showmanship and Grand Champion from **June 24 – 28, 2026** ("Judging Date").

2.0 District Obligations. In consideration for Judge's performance under this Agreement, District shall provide up to six (6) hotel nights and pay Judge **\$2,250.00**, which amount includes payment for all expenses ("Payment"). District shall make Payment to Judge upon completion of Judge's obligations under this Agreement. This Agreement must be fully executed by Judge and District no later than ten (10) days prior to Judging Date, in order to guarantee payment by District on the Judging Date; otherwise, District will provide payment to Judge within ten (10) calendar days following the Judging Date.

3.0 Force Majeure and Cancellation of Agreement. District shall not be liable for nonperformance under this Agreement if the nonperformance is caused by an event of Force Majeure. Events of Force Majeure shall include, but not be limited to, Act of God, war, epidemic, accident, fire, public emergency, 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 of services, explosion, destruction of District property, or other buildings or facilities on the District's fairgrounds property or other cause not reasonably within the District's control and which renders the District's obligations under this Agreement impossible, infeasible, or unsafe in any way or any event then, the District may cancel this Agreement in its entirety effective immediately upon notice and neither party shall have any further liabilities and/or obligations in connection therewith.


3.1. Cancellation. District shall have the exclusive right to cancel this Agreement if there is no participation in the event for which Judge is to provide Judging Services. If the Agreement is cancelled under this Section 3.1, the Parties shall be excused from performance under this Agreement.

4.0 General Provisions


- 4.1 Parties agree that Judge, and any agents and employees of Judge, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the District.
- 4.2 This Agreement may be terminated, and the provisions of this Agreement may be altered, changed or amended by mutual written consent of the Parties.
- 4.3 If Judge is deemed a nonresident independent contractor, Judge acknowledges and agrees that Judge may be subject to a 7% withholding by the California Franchise Tax Board.
- 4.4 This Agreement constitutes the entire agreement between the Parties with respect to the matters in this Agreement and supersedes any prior writings and oral negotiations. This Agreement may be modified only in writing by the Parties.

In witness whereof, the Parties have caused this Agreement to be executed by and through their respective authorized agents, as of the Effective Date.

22nd District Agricultural Association
2260 Jimmy Durante Drive
Del Mar, California 92014

By: 
Katie Mueller, Chief Operations Officer

Kirby Brincefield
39609 Private Road 137
Agate, Colorado 80101

By: 
Kirby Brincefield, Judge

Judge's Contact Information:
kirby@wlj.net
(765) 513-8118

22nd District Agricultural Association
Judging Agreement

This Judging Agreement ("Agreement") is made and entered into this 12th day of May, 2026 ("Effective Date"), by and between the 22nd District Agricultural Association ("District"), a public corporation of the State of California and April Seiler ("Judge"). District and Judge are referred to individually as Party or collectively as "Parties."

For and in consideration of the covenants and conditions in this Agreement, the Parties agree as follows:

1.0 Judge Obligations. Judge shall serve in the capacity of a judge at the District's 2026 San Diego County Fair. Judge will provide judging services for Livestock – Pygmy Show A: Open, Junior on June 12, 2026 ("Judging Date").

2.0 District Obligations. In consideration for Judge's performance under this Agreement, District shall provide three (3) hotel nights and pay Judge \$1,500.00, which amount includes payment for all expenses ("Payment"). District shall make Payment to Judge upon completion of Judge's obligations under this Agreement. This Agreement must be fully executed by Judge and District no later than ten (10) days prior to Judging Date, in order to guarantee payment by District on the Judging Date; otherwise, District will provide payment to Judge within ten (10) calendar days following the Judging Date.

3.0 Force Majeure and Cancellation of Agreement. District shall not be liable for nonperformance under this Agreement if the nonperformance is caused by an event of Force Majeure. Events of Force Majeure shall include, but not be limited to, Act of God, war, epidemic, accident, fire, public emergency, 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 of services, explosion, destruction of District property, or other buildings or facilities on the District's fairgrounds property or other cause not reasonably within the District's control and which renders the District's obligations under this Agreement impossible, infeasible, or unsafe in any way or any event then, the District may cancel this Agreement in its entirety effective immediately upon notice and neither party shall have any further liabilities and/or obligations in connection therewith.

3.1. Cancellation. District shall have the exclusive right to cancel this Agreement if there is no participation in the event for which Judge is to provide Judging Services. If the Agreement is cancelled under this Section 3.1, the Parties shall be excused from performance under this Agreement.

4.0 General Provisions

4.1 Parties agree that Judge, and any agents and employees of Judge, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the District.

4.2 This Agreement may be terminated, and the provisions of this Agreement may be altered, changed or amended by mutual written consent of the Parties.

4.3 If Judge is deemed a nonresident independent contractor, Judge acknowledges and agrees that Judge may be subject to a 7% withholding by the California Franchise Tax Board.

4.4 This Agreement constitutes the entire agreement between the Parties with respect to the matters in this Agreement and supersedes any prior writings and oral negotiations. This Agreement may be modified only in writing by the Parties.

In witness whereof, the Parties have caused this Agreement to be executed by and through their respective authorized agents, as of the Effective Date.

22nd District Agricultural Association
2260 Jimmy Durante Drive
Del Mar, California 92014

By: Rebecca Bartling
Rebecca Bartling (May 26, 2026 17:31:04 PDT)
Rebecca Bartling, Chief Executive Officer

April Seiler
10018 W. Camino De Oro
Peoria, Arizona 85383

By: April Seiler
April Seiler, Judge

Judge's Contact Information:
aseiler34@gmail.com
(602) 320-8091

22nd District Agricultural Association
Judging Agreement

This Judging Agreement ("Agreement") is made and entered into this 21st day of May, 2026 ("Effective Date"), by and between the 22nd District Agricultural Association ("District"), a public corporation of the State of California and Kyle Ramsey ("Judge"). District and Judge are referred to individually as Party or collectively as "Parties."

For and in consideration of the covenants and conditions in this Agreement, the Parties agree as follows:

1.0 Judge Obligations. Judge shall serve in the capacity of a judge at the District's 2026 San Diego County Fair. Judge will provide judging services for Livestock – Market Sheep and Goat, Breeding, Showmanship and Grand Champion from June 24 – 26, 2026 ("Judging Date").

2.0 District Obligations. In consideration for Judge's performance under this Agreement, District shall provide four (4) hotel nights and pay Judge \$2,250.00, which amount includes payment for all expenses ("Payment"). District shall make Payment to Judge upon completion of Judge's obligations under this Agreement. This Agreement must be fully executed by Judge and District no later than ten (10) days prior to Judging Date, in order to guarantee payment by District on the Judging Date; otherwise, District will provide payment to Judge within ten (10) calendar days following the Judging Date.

3.0 Force Majeure and Cancellation of Agreement. District shall not be liable for nonperformance under this Agreement if the nonperformance is caused by an event of Force Majeure. Events of Force Majeure shall include, but not be limited to, Act of God, war, epidemic, accident, fire, public emergency, 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 of services, explosion, destruction of District property, or other buildings or facilities on the District's fairgrounds property or other cause not reasonably within the District's control and which renders the District's obligations under this Agreement impossible, infeasible, or unsafe in any way or any event then, the District may cancel this Agreement in its entirety effective immediately upon notice and neither party shall have any further liabilities and/or obligations in connection therewith.

3.1. **Cancellation.** District shall have the exclusive right to cancel this Agreement if there is no participation in the event for which Judge is to provide Judging Services. If the Agreement is cancelled under this Section 3.1, the Parties shall be excused from performance under this Agreement.

4.0 General Provisions

4.1 Parties agree that Judge, and any agents and employees of Judge, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the District.

4.2 This Agreement may be terminated, and the provisions of this Agreement may be altered, changed or amended by mutual written consent of the Parties.

4.3 If Judge is deemed a nonresident independent contractor, Judge acknowledges and agrees that Judge may be subject to a 7% withholding by the California Franchise Tax Board.

4.4 This Agreement constitutes the entire agreement between the Parties with respect to the matters in this Agreement and supersedes any prior writings and oral negotiations. This Agreement may be modified only in writing by the Parties.

In witness whereof, the Parties have caused this Agreement to be executed by and through their respective authorized agents, as of the Effective Date.

22nd District Agricultural Association
2260 Jimmy Durante Drive
Del Mar, California 92014

Rebecca Bartling
By: Rebecca Bartling (May 26, 2026 17:29:37 PDT)
Rebecca Bartling, Chief Executive Officer

Kyle Ramsey
129 Parkcrest
Floresville, Texas 78114

Kyle Ramsey
By: Kyle Ramsey (May 22, 2026 11:32:32 CDT)
Kyle Ramsey, Judge

Judge's Contact Information:
kyle.ramsey820@gmail.com
(979) 820-4251

Account Number: 600100-60

22nd District Agricultural Association
Judging Agreement

This Judging Agreement ("Agreement") is made and entered into this **24th** day of **May, 2026** ("Effective Date"), by and between the 22nd District Agricultural Association ("District"), a public corporation of the State of California and **Joe Hoffman** ("Judge"). District and Judge are referred to individually as Party or collectively as "Parties."

For and in consideration of the covenants and conditions in this Agreement, the Parties agree as follows:

1.0 Judge Obligations. Judge shall serve in the capacity of a judge at the District's 2026 San Diego County Fair. Judge will provide judging services for Livestock – Dairy Cattle on **June 19 – 20, 2026** ("Judging Date").

2.0 District Obligations. In consideration for Judge's performance under this Agreement, District shall provide two (2) hotel nights and pay Judge \$1,250.00, which amount includes payment for all expenses ("Payment"). District shall make Payment to Judge upon completion of Judge's obligations under this Agreement. This Agreement must be fully executed by Judge and District no later than ten (10) days prior to Judging Date, in order to guarantee payment by District on the Judging Date; otherwise, District will provide payment to Judge within ten (10) calendar days following the Judging Date.

3.0 Force Majeure and Cancellation of Agreement. District shall not be liable for nonperformance under this Agreement if the nonperformance is caused by an event of Force Majeure. Events of Force Majeure shall include, but not be limited to, Act of God, war, epidemic, accident, fire, public emergency, 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 of services, explosion, destruction of District property, or other buildings or facilities on the District's fairgrounds property or other cause not reasonably within the District's control and which renders the District's obligations under this Agreement impossible, infeasible, or unsafe in any way or any event then, the District may cancel this Agreement in its entirety effective immediately upon notice and neither party shall have any further liabilities and/or obligations in connection therewith.

3.1. **Cancellation.** District shall have the exclusive right to cancel this Agreement if there is no participation in the event for which Judge is to provide Judging Services. If the Agreement is cancelled under this Section 3.1, the Parties shall be excused from performance under this Agreement.

4.0 General Provisions

4.1 Parties agree that Judge, and any agents and employees of Judge, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the District.

4.2 This Agreement may be terminated, and the provisions of this Agreement may be altered, changed or amended by mutual written consent of the Parties.

4.3 If Judge is deemed a nonresident independent contractor, Judge acknowledges and agrees that Judge may be subject to a 7% withholding by the California Franchise Tax Board.

4.4 This Agreement constitutes the entire agreement between the Parties with respect to the matters in this Agreement and supersedes any prior writings and oral negotiations. This Agreement may be modified only in writing by the Parties.

In witness whereof, the Parties have caused this Agreement to be executed by and through their respective authorized agents, as of the Effective Date.

22nd District Agricultural Association
2260 Jimmy Durante Drive
Del Mar, California 92014

Rebecca Bartling
By: Rebecca Bartling (May 26, 2026 17:27:02 PDT)
Rebecca Bartling, Chief Executive Officer

Joe Hoffman
1760 Corona Avenue
Norco, California 92860

Joe Hoffman
By: Joe Hoffman (May 25, 2026 12:23:05 PDT)
Joe Hoffman, Judge

Judge's Contact Information:
provisionprobiotics@gmail.com
(951) 258-5118

Account Number: 600100-60

22nd District Agricultural Association
Judging Agreement

This Judging Agreement ("Agreement") is made and entered into this 19th day of May, 2026 ("Effective Date"), by and between the 22nd District Agricultural Association ("District"), a public corporation of the State of California and Kevin Stanford ("Judge"). District and Judge are referred to individually as Party or collectively as "Parties."

For and in consideration of the covenants and conditions in this Agreement, the Parties agree as follows:

1.0 Judge Obligations. Judge shall serve in the capacity of a judge at the District's 2026 San Diego County Fair. Judge will provide judging services for Livestock – Market Rabbits and Showmanship on June 25, 2026 ("Judging Date").

2.0 District Obligations. In consideration for Judge's performance under this Agreement, District shall provide two (2) hotel nights and pay Judge \$1,050.00, which amount includes payment for all expenses ("Payment"). District shall make Payment to Judge upon completion of Judge's obligations under this Agreement. This Agreement must be fully executed by Judge and District no later than ten (10) days prior to Judging Date, in order to guarantee payment by District on the Judging Date; otherwise, District will provide payment to Judge within ten (10) calendar days following the Judging Date.

3.0 Force Majeure and Cancellation of Agreement. District shall not be liable for nonperformance under this Agreement if the nonperformance is caused by an event of Force Majeure. Events of Force Majeure shall include, but not be limited to, Act of God, war, epidemic, accident, fire, public emergency, 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 of services, explosion, destruction of District property, or other buildings or facilities on the District's fairgrounds property or other cause not reasonably within the District's control and which renders the District's obligations under this Agreement impossible, infeasible, or unsafe in any way or any event then, the District may cancel this Agreement in its entirety effective immediately upon notice and neither party shall have any further liabilities and/or obligations in connection therewith.

3.1. **Cancellation.** District shall have the exclusive right to cancel this Agreement if there is no participation in the event for which Judge is to provide Judging Services. If the Agreement is cancelled under this Section 3.1, the Parties shall be excused from performance under this Agreement.

4.0 General Provisions

4.1 Parties agree that Judge, and any agents and employees of Judge, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the District.

4.2 This Agreement may be terminated, and the provisions of this Agreement may be altered, changed or amended by mutual written consent of the Parties.

4.3 If Judge is deemed a nonresident independent contractor, Judge acknowledges and agrees that Judge may be subject to a 7% withholding by the California Franchise Tax Board.

4.4 This Agreement constitutes the entire agreement between the Parties with respect to the matters in this Agreement and supersedes any prior writings and oral negotiations. This Agreement may be modified only in writing by the Parties.

In witness whereof, the Parties have caused this Agreement to be executed by and through their respective authorized agents, as of the Effective Date.

22nd District Agricultural Association
2260 Jimmy Durante Drive
Del Mar, California 92014

Rebecca Bartling
By: Rebecca Bartling (May 26, 2026 17:29:54 PDT)
Rebecca Bartling, Chief Executive Officer

Kevin Standford
44509 N. 12th Street
New River, Arizona 85087

Kevin Standford
By: Kevin Standford (May 21, 2026 20:01:47 PDT)
Kevin Stanford, Judge

Judge's Contact Information:
krimph4@gmail.com
(520) 260-7716

Account Number: 600100-60

22nd District Agricultural Association
Judging Agreement

This Judging Agreement ("Agreement") is made and entered into this **26th** day of **May, 2026** ("Effective Date"), by and between the 22nd District Agricultural Association ("District"), a public corporation of the State of California and **Conor Keegan** ("Judge"). District and Judge are referred to individually as Party or collectively as "Parties."

For and in consideration of the covenants and conditions in this Agreement, the Parties agree as follows:

1.0 Judge Obligations. Judge shall serve in the capacity of a judge at the District's 2026 San Diego County Fair. Judge will provide judging services for Livestock – Market Poultry (Chicken & Turkey) and Showmanship on **June 25, 2026** ("Judging Date").

2.0 District Obligations. In consideration for Judge's performance under this Agreement, District shall provide two (2) hotel nights and pay Judge **\$800.00**, which amount includes payment for all expenses ("Payment"). District shall make Payment to Judge upon completion of Judge's obligations under this Agreement. This Agreement must be fully executed by Judge and District no later than ten (10) days prior to Judging Date, in order to guarantee payment by District on the Judging Date; otherwise, District will provide payment to Judge within ten (10) calendar days following the Judging Date.

3.0 Force Majeure and Cancellation of Agreement. District shall not be liable for nonperformance under this Agreement if the nonperformance is caused by an event of Force Majeure. Events of Force Majeure shall include, but not be limited to, Act of God, war, epidemic, accident, fire, public emergency, 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 of services, explosion, destruction of District property, or other buildings or facilities on the District's fairgrounds property or other cause not reasonably within the District's control and which renders the District's obligations under this Agreement impossible, infeasible, or unsafe in any way or any event then, the District may cancel this Agreement in its entirety effective immediately upon notice and neither party shall have any further liabilities and/or obligations in connection therewith.

3.1. **Cancellation.** District shall have the exclusive right to cancel this Agreement if there is no participation in the event for which Judge is to provide Judging Services. If the Agreement is cancelled under this Section 3.1, the Parties shall be excused from performance under this Agreement.

4.0 General Provisions

- 4.1 Parties agree that Judge, and any agents and employees of Judge, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the District.
- 4.2 This Agreement may be terminated, and the provisions of this Agreement may be altered, changed or amended by mutual written consent of the Parties.
- 4.3 If Judge is deemed a nonresident independent contractor, Judge acknowledges and agrees that Judge may be subject to a 7% withholding by the California Franchise Tax Board.
- 4.4 This Agreement constitutes the entire agreement between the Parties with respect to the matters in this Agreement and supersedes any prior writings and oral negotiations. This Agreement may be modified only in writing by the Parties.

In witness whereof, the Parties have caused this Agreement to be executed by and through their respective authorized agents, as of the Effective Date.

22nd District Agricultural Association
2260 Jimmy Durante Drive
Del Mar, California 92014

Conor Keegan
1309 Catarina Street
Santa Ynez, California 93460

By: _____
Rebecca Bartling, Chief Executive Officer

By: _____
Conor Keegan, Judge

Judge's Contact Information:
conor.keegan@zoetis.com
(805) 245-4024

22nd District Agricultural Association
Judging Agreement

This Judging Agreement ("Agreement") is made and entered into this **13th** day of **May, 2026** ("Effective Date"), by and between the 22nd District Agricultural Association ("District"), a public corporation of the State of California and **Myles Tellefson dba TC Cattle Company** ("Judge"). District and Judge are referred to individually as Party or collectively as "Parties."

For and in consideration of the covenants and conditions in this Agreement, the Parties agree as follows:

1.0 Judge Obligations. Judge shall serve in the capacity of a judge at the District's 2026 San Diego County Fair. Judge will provide judging services for Livestock – Open Cattle on **July 1 – 4, 2026** ("Judging Date").

2.0 District Obligations. In consideration for Judge's performance under this Agreement, District shall provide five (5) hotel nights and pay Judge \$2,250.00, which amount includes payment for all expenses ("Payment"). District shall make Payment to Judge upon completion of Judge's obligations under this Agreement. This Agreement must be fully executed by Judge and District no later than ten (10) days prior to Judging Date, in order to guarantee payment by District on the Judging Date; otherwise, District will provide payment to Judge within ten (10) calendar days following the Judging Date.

3.0 Force Majeure and Cancellation of Agreement. District shall not be liable for nonperformance under this Agreement if the nonperformance is caused by an event of Force Majeure. Events of Force Majeure shall include, but not be limited to, Act of God, war, epidemic, accident, fire, public emergency, 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 of services, explosion, destruction of District property, or other buildings or facilities on the District's fairgrounds property or other cause not reasonably within the District's control and which renders the District's obligations under this Agreement impossible, infeasible, or unsafe in any way or any event then, the District may cancel this Agreement in its entirety effective immediately upon notice and neither party shall have any further liabilities and/or obligations in connection therewith.

3.1. **Cancellation.** District shall have the exclusive right to cancel this Agreement if there is no participation in the event for which Judge is to provide Judging Services. If the Agreement is cancelled under this Section 3.1, the Parties shall be excused from performance under this Agreement.

4.0 General Provisions

4.1 Parties agree that Judge, and any agents and employees of Judge, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the District.


4.2 This Agreement may be terminated, and the provisions of this Agreement may be altered, changed or amended by mutual written consent of the Parties.

4.3 If Judge is deemed a nonresident independent contractor, Judge acknowledges and agrees that Judge may be subject to a 7% withholding by the California Franchise Tax Board.


4.4 This Agreement constitutes the entire agreement between the Parties with respect to the matters in this Agreement and supersedes any prior writings and oral negotiations. This Agreement may be modified only in writing by the Parties.

In witness whereof, the Parties have caused this Agreement to be executed by and through their respective authorized agents, as of the Effective Date.

22nd District Agricultural Association
2260 Jimmy Durante Drive
Del Mar, California 92014


By: Rebecca Bartling (May 18, 2026 08:43:34 PDT)
Rebecca Bartling, Chief Executive Officer

Myles Tellefson dba TC Cattle Company
20427 Road 1 Southeast
Warden, Washington 98857


By: Myles Tellefson (May 17, 2026 11:15:33 PDT)
Myles Tellefson, Judge

Judge's Contact Information:
tccattlecompany@gmail.com
(509) 750-4384

22nd District Agricultural Association
Judging Agreement

This Judging Agreement (“Agreement”) is made and entered into this **26th** day of **May, 2026** (“Effective Date”), by and between the 22nd District Agricultural Association (“District”), a public corporation of the State of California and **Conor Keegan** (“Judge”). District and Judge are referred to individually as Party or collectively as “Parties.”

For and in consideration of the covenants and conditions in this Agreement, the Parties agree as follows:

1.0 Judge Obligations. Judge shall serve in the capacity of a judge at the District’s 2026 San Diego County Fair. Judge will provide judging services for Livestock – Poultry on **July 1 and 2, 2026** (“Judging Date”).

2.0 District Obligations. In consideration for Judge’s performance under this Agreement, District shall provide two (2) hotel nights and pay Judge **\$800.00**, which amount includes payment for all expenses (“Payment”). District shall make Payment to Judge upon completion of Judge’s obligations under this Agreement. This Agreement must be fully executed by Judge and District no later than ten (10) days prior to Judging Date, in order to guarantee payment by District on the Judging Date; otherwise, District will provide payment to Judge within ten (10) calendar days following the Judging Date.

3.0 Force Majeure and Cancellation of Agreement. District shall not be liable for nonperformance under this Agreement if the nonperformance is caused by an event of Force Majeure. Events of Force Majeure shall include, but not be limited to, Act of God, war, epidemic, accident, fire, public emergency, 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 of services, explosion, destruction of District property, or other buildings or facilities on the District’s fairgrounds property or other cause not reasonably within the District’s control and which renders the District’s obligations under this Agreement impossible, infeasible, or unsafe in any way or any event then, the District may cancel this Agreement in its entirety effective immediately upon notice and neither party shall have any further liabilities and/or obligations in connection therewith.

3.1. **Cancellation.** District shall have the exclusive right to cancel this Agreement if there is no participation in the event for which Judge is to provide Judging Services. If the Agreement is cancelled under this Section 3.1, the Parties shall be excused from performance under this Agreement.

4.0 General Provisions

- 4.1 Parties agree that Judge, and any agents and employees of Judge, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the District.
- 4.2 This Agreement may be terminated, and the provisions of this Agreement may be altered, changed or amended by mutual written consent of the Parties.
- 4.3 If Judge is deemed a nonresident independent contractor, Judge acknowledges and agrees that Judge may be subject to a 7% withholding by the California Franchise Tax Board.
- 4.4 This Agreement constitutes the entire agreement between the Parties with respect to the matters in this Agreement and supersedes any prior writings and oral negotiations. This Agreement may be modified only in writing by the Parties.

In witness whereof, the Parties have caused this Agreement to be executed by and through their respective authorized agents, as of the Effective Date.

22nd District Agricultural Association
2260 Jimmy Durante Drive
Del Mar, California 92014

Conor Keegan
1309 Catarina Street
Santa Ynez, California 93460

By: _____
Rebecca Bartling, Chief Executive Officer

By: _____
Conor Keegan, Judge

Judge’s Contact Information:
conor.keegan@zoetis.com
(805) 245-4024

22nd District Agricultural Association
Judging Agreement

This Judging Agreement ("Agreement") is made and entered into this **20th** day of **May, 2026** ("Effective Date"), by and between the 22nd District Agricultural Association ("District"), a public corporation of the State of California and **Kathryn Mazac** ("Judge"). District and Judge are referred to individually as Party or collectively as "Parties."

For and in consideration of the covenants and conditions in this Agreement, the Parties agree as follows:

1.0 Judge Obligations. Judge shall serve in the capacity of a judge at the District's 2026 San Diego County Fair. Judge will provide judging services for Livestock – Llama Show – Halter, Performance, Showmanship on **June 13 and 14, 2026** ("Judging Date").

2.0 District Obligations. In consideration for Judge's performance under this Agreement, District shall provide three (3) hotel nights and pay Judge \$1,850.00, which amount includes payment for all expenses ("Payment"). District shall make Payment to Judge upon completion of Judge's obligations under this Agreement. This Agreement must be fully executed by Judge and District no later than ten (10) days prior to Judging Date, in order to guarantee payment by District on the Judging Date; otherwise, District will provide payment to Judge within ten (10) calendar days following the Judging Date.

3.0 Force Majeure and Cancellation of Agreement. District shall not be liable for nonperformance under this Agreement if the nonperformance is caused by an event of Force Majeure. Events of Force Majeure shall include, but not be limited to, Act of God, war, epidemic, accident, fire, public emergency, 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 of services, explosion, destruction of District property, or other buildings or facilities on the District's fairgrounds property or other cause not reasonably within the District's control and which renders the District's obligations under this Agreement impossible, infeasible, or unsafe in any way or any event then, the District may cancel this Agreement in its entirety effective immediately upon notice and neither party shall have any further liabilities and/or obligations in connection therewith.

3.1. **Cancellation.** District shall have the exclusive right to cancel this Agreement if there is no participation in the event for which Judge is to provide Judging Services. If the Agreement is cancelled under this Section 3.1, the Parties shall be excused from performance under this Agreement.

4.0 General Provisions

4.1 Parties agree that Judge, and any agents and employees of Judge, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the District.

4.2 This Agreement may be terminated, and the provisions of this Agreement may be altered, changed or amended by mutual written consent of the Parties.

4.3 If Judge is deemed a nonresident independent contractor, Judge acknowledges and agrees that Judge may be subject to a 7% withholding by the California Franchise Tax Board.

4.4 This Agreement constitutes the entire agreement between the Parties with respect to the matters in this Agreement and supersedes any prior writings and oral negotiations. This Agreement may be modified only in writing by the Parties.

In witness whereof, the Parties have caused this Agreement to be executed by and through their respective authorized agents, as of the Effective Date.

22nd District Agricultural Association
2260 Jimmy Durante Drive
Del Mar, California 92014

Rebecca Bartling
By: Rebecca Bartling (May 26, 2026 17:31:25 PDT)
Rebecca Bartling, Chief Executive Officer

Kathryn Mazac
N6231 650th Street
Beldenville, Wisconsin 54003

By: Kathryn Mazac (May 20, 2026 19:42:53 CDT)
Kathryn Mazac, Judge

Judge's Contact Information:
cazam.km@gmail.com
(715) 220-9403

22nd District Agricultural Association
Judging Agreement

This Judging Agreement ("Agreement") is made and entered into this **20th** day of **May, 2026** ("Effective Date"), by and between the 22nd District Agricultural Association ("District"), a public corporation of the State of California and **Denise Squires** ("Judge"). District and Judge are referred to individually as Party or collectively as "Parties."

For and in consideration of the covenants and conditions in this Agreement, the Parties agree as follows:

1.0 Judge Obligations. Judge shall serve in the capacity of a judge at the District's 2026 San Diego County Fair. Judge will provide judging services for Livestock – Rabbit Showmanship on **June 13, 2026** ("Judging Date").

2.0 District Obligations. In consideration for Judge's performance under this Agreement, District shall pay Judge **\$100.00**, which amount includes payment for all expenses ("Payment"). District shall make Payment to Judge upon completion of Judge's obligations under this Agreement. This Agreement must be fully executed by Judge and District no later than ten (10) days prior to Judging Date, in order to guarantee payment by District on the Judging Date; otherwise, District will provide payment to Judge within ten (10) calendar days following the Judging Date.

3.0 Force Majeure and Cancellation of Agreement. District shall not be liable for nonperformance under this Agreement if the nonperformance is caused by an event of Force Majeure. Events of Force Majeure shall include, but not be limited to, Act of God, war, epidemic, accident, fire, public emergency, 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 of services, explosion, destruction of District property, or other buildings or facilities on the District's fairgrounds property or other cause not reasonably within the District's control and which renders the District's obligations under this Agreement impossible, infeasible, or unsafe in any way or any event then, the District may cancel this Agreement in its entirety effective immediately upon notice and neither party shall have any further liabilities and/or obligations in connection therewith.

3.1. Cancellation. District shall have the exclusive right to cancel this Agreement if there is no participation in the event for which Judge is to provide Judging Services. If the Agreement is cancelled under this Section 3.1, the Parties shall be excused from performance under this Agreement.

4.0 General Provisions

- 4.1 Parties agree that Judge, and any agents and employees of Judge, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the District.
- 4.2 This Agreement may be terminated, and the provisions of this Agreement may be altered, changed or amended by mutual written consent of the Parties.
- 4.3 If Judge is deemed a nonresident independent contractor, Judge acknowledges and agrees that Judge may be subject to a 7% withholding by the California Franchise Tax Board.
- 4.4 This Agreement constitutes the entire agreement between the Parties with respect to the matters in this Agreement and supersedes any prior writings and oral negotiations. This Agreement may be modified only in writing by the Parties.

In witness whereof, the Parties have caused this Agreement to be executed by and through their respective authorized agents, as of the Effective Date.

22nd District Agricultural Association
2260 Jimmy Durante Drive
Del Mar, California 92014

Denise Squires
P.O. Box 390981
Anza, California 92539-0981

By: _____
Rebecca Bartling, Chief Executive Officer

By: _____
Denise Squires, Judge

Judge's Contact Information:
denisesquires@gmail.com
(951) 591-8645

Account Number: 600100-60

22nd District Agricultural Association
Judging Agreement

This Judging Agreement ("Agreement") is made and entered into this **25th** day of **May, 2026** ("Effective Date"), by and between the 22nd District Agricultural Association ("District"), a public corporation of the State of California and **Randy Schumaker** ("Judge"). District and Judge are referred to individually as Party or collectively as "Parties."

For and in consideration of the covenants and conditions in this Agreement, the Parties agree as follows:

1.0 Judge Obligations. Judge shall serve in the capacity of a judge at the District's 2026 San Diego County Fair. Judge will provide judging services for Livestock – Rabbit and Cavy on **June 12, 2026** ("Judging Date").

2.0 District Obligations. In consideration for Judge's performance under this Agreement, District shall provide three (3) hotel nights and pay Judge \$1,500.00, which amount includes payment for all expenses ("Payment"). District shall make Payment to Judge upon completion of Judge's obligations under this Agreement. This Agreement must be fully executed by Judge and District no later than ten (10) days prior to Judging Date, in order to guarantee payment by District on the Judging Date; otherwise, District will provide payment to Judge within ten (10) calendar days following the Judging Date.

3.0 Force Majeure and Cancellation of Agreement. District shall not be liable for nonperformance under this Agreement if the nonperformance is caused by an event of Force Majeure. Events of Force Majeure shall include, but not be limited to, Act of God, war, epidemic, accident, fire, public emergency, 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 of services, explosion, destruction of District property, or other buildings or facilities on the District's fairgrounds property or other cause not reasonably within the District's control and which renders the District's obligations under this Agreement impossible, infeasible, or unsafe in any way or any event then, the District may cancel this Agreement in its entirety effective immediately upon notice and neither party shall have any further liabilities and/or obligations in connection therewith.

3.1. **Cancellation.** District shall have the exclusive right to cancel this Agreement if there is no participation in the event for which Judge is to provide Judging Services. If the Agreement is cancelled under this Section 3.1, the Parties shall be excused from performance under this Agreement.

4.0 General Provisions

4.1 Parties agree that Judge, and any agents and employees of Judge, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the District.

4.2 This Agreement may be terminated, and the provisions of this Agreement may be altered, changed or amended by mutual written consent of the Parties.

4.3 If Judge is deemed a nonresident independent contractor, Judge acknowledges and agrees that Judge may be subject to a 7% withholding by the California Franchise Tax Board.

4.4 This Agreement constitutes the entire agreement between the Parties with respect to the matters in this Agreement and supersedes any prior writings and oral negotiations. This Agreement may be modified only in writing by the Parties.

In witness whereof, the Parties have caused this Agreement to be executed by and through their respective authorized agents, as of the Effective Date.

22nd District Agricultural Association
2260 Jimmy Durante Drive
Del Mar, California 92014

Randy Schumaker
P.O. Box 347
Prather, California 93651

By: _____
Rebecca Bartling, Chief Executive Officer

By: _____
Randy Schumaker, Judge

Judge's Contact Information:
brnburner@aol.com
(559) 999-9175

Account Number: 600100-60

22nd District Agricultural Association
Judging Agreement

This Judging Agreement ("Agreement") is made and entered into this 5th day of May 2026 ("Effective Date"), by and between the 22nd District Agricultural Association ("District"), a public corporation of the State of California and Andrea Santoyo ("Judge"). District and Judge are referred to individually as Party or collectively as "Parties."

For and in consideration of the covenants and conditions in this Agreement, the Parties agree as follows:

1.0 Judge Obligations. Judge shall serve in the capacity of a judge at the District's 2026 San Diego County Fair. Judge will provide judging services for **Dungeons and Dragons** from June 12, 19 & 26 ("Judging Date").

2.0 District Obligations. In consideration for Judge's performance under this Agreement, District shall provide **\$540**, which amount includes payment for all expenses ("Payment"). District shall make Payment to Judge upon completion of Judge's obligations under this Agreement. This Agreement must be fully executed by Judge and District no later than ten (10) days prior to Judging Date, to guarantee payment by District on the Judging Date; otherwise, District will provide payment to Judge within ten (10) calendar days following the Judging Date.

3.0 Force Majeure and Cancellation of Agreement. District shall not be liable for nonperformance under this Agreement if the nonperformance is caused by an event of Force Majeure. Events of Force Majeure shall include, but not be limited to, Act of God, war, epidemic, accident, fire, public emergency, 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 of services, explosion, destruction of District property, or other buildings or facilities on the District's fairgrounds property or other cause not reasonably within the District's control and which renders the District's obligations under this Agreement impossible, infeasible, or unsafe in any way or any event then, the District may cancel this Agreement in its entirety effective immediately upon notice and neither party shall have any further liabilities and/or obligations in connection therewith.

3.1. **Cancellation.** District shall have the exclusive right to cancel this Agreement if there is no participation in the event for which Judge is to provide Judging Services. If the Agreement is cancelled under this Section 3.1, the Parties shall be excused from performance under this Agreement.

4.0 General Provisions


- 4.1 Parties agree that Judge, and any agents and employees of Judge, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the District.
- 4.2 This Agreement may be terminated, and the provisions of this Agreement may be altered, changed or amended by mutual written consent of the Parties.
- 4.3 If Judge is deemed a nonresident independent contractor, Judge acknowledges and agrees that Judge may be subject to a 7% withholding by the California Franchise Tax Board.
- 4.4 This Agreement constitutes the entire agreement between the Parties with respect to the matters in this Agreement and supersedes any prior writings and oral negotiations. This Agreement may be modified only in writing by the Parties.

In witness whereof, the Parties have caused this Agreement to be executed by and through their respective authorized agents, as of the Effective Date.

22nd District Agricultural Association
2260 Jimmy Durante Drive
Del Mar, California 92014

Andrea Santoyo
4718 Adelphi Pl.
San Diego, CA 92115

By: _____
Katie Mueller, Chief Operations Officer

By: 
By: Andrea Santoyo (May 7, 2026 09:47:25 PDT)
Andrea Santoyo, Judge

Judge's Contact Information:
ladiesofddsd@gmail.com
714-861-9604

22nd District Agricultural Association
Judging Agreement

This Judging Agreement ("Agreement") is made and entered into this 5th day of May 2026 ("Effective Date"), by and between the 22nd District Agricultural Association ("District"), a public corporation of the State of California and Jasmine Diaz ("Judge"). District and Judge are referred to individually as Party or collectively as "Parties."

For and in consideration of the covenants and conditions in this Agreement, the Parties agree as follows:

1.0 **Judge Obligations.** Judge shall serve in the capacity of a judge at the District's 2026 San Diego County Fair. Judge will provide judging services for Dungeons and Dragons from June 12, 19 & 26 ("Judging Date").

2.0 **District Obligations.** In consideration for Judge's performance under this Agreement, District shall provide \$540, which amount includes payment for all expenses ("Payment"). District shall make Payment to Judge upon completion of Judge's obligations under this Agreement. This Agreement must be fully executed by Judge and District no later than ten (10) days prior to Judging Date, to guarantee payment by District on the Judging Date; otherwise, District will provide payment to Judge within ten (10) calendar days following the Judging Date.

3.0 **Force Majeure and Cancellation of Agreement.** District shall not be liable for nonperformance under this Agreement if the nonperformance is caused by an event of Force Majeure. Events of Force Majeure shall include, but not be limited to, Act of God, war, epidemic, accident, fire, public emergency, 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 of services, explosion, destruction of District property, or other buildings or facilities on the District's fairgrounds property or other cause not reasonably within the District's control and which renders the District's obligations under this Agreement impossible, infeasible, or unsafe in any way or any event then, the District may cancel this Agreement in its entirety effective immediately upon notice and neither party shall have any further liabilities and/or obligations in connection therewith.

3.1. **Cancellation.** District shall have the exclusive right to cancel this Agreement if there is no participation in the event for which Judge is to provide Judging Services. If the Agreement is cancelled under this Section 3.1, the Parties shall be excused from performance under this Agreement.

4.0 **General Provisions**


- 4.1 Parties agree that Judge, and any agents and employees of Judge, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the District.
- 4.2 This Agreement may be terminated, and the provisions of this Agreement may be altered, changed or amended by mutual written consent of the Parties.
- 4.3 If Judge is deemed a nonresident independent contractor, Judge acknowledges and agrees that Judge may be subject to a 7% withholding by the California Franchise Tax Board.
- 4.4 This Agreement constitutes the entire agreement between the Parties with respect to the matters in this Agreement and supersedes any prior writings and oral negotiations. This Agreement may be modified only in writing by the Parties.

In witness whereof, the Parties have caused this Agreement to be executed by and through their respective authorized agents, as of the Effective Date.

22nd District Agricultural Association
2260 Jimmy Durante Drive
Del Mar, California 92014

By: 
Katie Mueller (May 6, 2026 09:54:07 PDT)
Katie Mueller, Chief Operations Officer

Jasmine Diaz
328 Gavin St.
San Diego, CA 92102


By: Jasmine Diaz (May 5, 2026 21:48:43 PDT)
Jasmine Diaz, Judge

Judge's Contact Information:
Jasminevioladiaz@gmail.com
(619) 306-0991

22nd District Agricultural Association
Judging Agreement

This Judging Agreement ("Agreement") is made and entered into this 5th day of May 2026 ("Effective Date"), by and between the 22nd District Agricultural Association ("District"), a public corporation of the State of California and Kristen Coleman ("Judge"). District and Judge are referred to individually as Party or collectively as "Parties."

For and in consideration of the covenants and conditions in this Agreement, the Parties agree as follows:

1.0 Judge Obligations. Judge shall serve in the capacity of a judge at the District's 2026 San Diego County Fair. Judge will provide judging services for **Dungeons and Dragons** from June 12, 19 & 26 ("Judging Date").

2.0 District Obligations. In consideration for Judge's performance under this Agreement, District shall provide **\$540**, which amount includes payment for all expenses ("Payment"). District shall make Payment to Judge upon completion of Judge's obligations under this Agreement. This Agreement must be fully executed by Judge and District no later than ten (10) days prior to Judging Date, to guarantee payment by District on the Judging Date; otherwise, District will provide payment to Judge within ten (10) calendar days following the Judging Date.

3.0 Force Majeure and Cancellation of Agreement. District shall not be liable for nonperformance under this Agreement if the nonperformance is caused by an event of Force Majeure. Events of Force Majeure shall include, but not be limited to, Act of God, war, epidemic, accident, fire, public emergency, 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 of services, explosion, destruction of District property, or other buildings or facilities on the District's fairgrounds property or other cause not reasonably within the District's control and which renders the District's obligations under this Agreement impossible, infeasible, or unsafe in any way or any event then, the District may cancel this Agreement in its entirety effective immediately upon notice and neither party shall have any further liabilities and/or obligations in connection therewith.


3.1. Cancellation. District shall have the exclusive right to cancel this Agreement if there is no participation in the event for which Judge is to provide Judging Services. If the Agreement is cancelled under this Section 3.1, the Parties shall be excused from performance under this Agreement.

4.0 General Provisions


- 4.1 Parties agree that Judge, and any agents and employees of Judge, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the District.
- 4.2 This Agreement may be terminated, and the provisions of this Agreement may be altered, changed or amended by mutual written consent of the Parties.
- 4.3 If Judge is deemed a nonresident independent contractor, Judge acknowledges and agrees that Judge may be subject to a 7% withholding by the California Franchise Tax Board.
- 4.4 This Agreement constitutes the entire agreement between the Parties with respect to the matters in this Agreement and supersedes any prior writings and oral negotiations. This Agreement may be modified only in writing by the Parties.

In witness whereof, the Parties have caused this Agreement to be executed by and through their respective authorized agents, as of the Effective Date.

22nd District Agricultural Association
2260 Jimmy Durante Drive
Del Mar, California 92014


By: Katie Mueller (May 6, 2026 11:09:55 PDT)
Katie Mueller, Chief Operations Officer

Kristen Coleman
27142 Sands Dr.
Menifee, CA 92585


By: Kristen Coleman (May 5, 2026 16:39:57 PDT)
Kristen Coleman, Judge

Judge's Contact Information:
Kristen.techgirl@gmail.com
760-623-5375

22nd District Agricultural Association
Judging Agreement

This Judging Agreement ("Agreement") is made and entered into this 5th day of May 2026 ("Effective Date"), by and between the 22nd District Agricultural Association ("District"), a public corporation of the State of California and Bryan Henery ("Judge"). District and Judge are referred to individually as Party or collectively as "Parties."

For and in consideration of the covenants and conditions in this Agreement, the Parties agree as follows:

1.0 **Judge Obligations.** Judge shall serve in the capacity of a judge at the District's 2026 San Diego County Fair. Judge will provide judging services for **Dungeons and Dragons** from **June 12 & 26** ("Judging Date").

2.0 **District Obligations.** In consideration for Judge's performance under this Agreement, District shall provide **\$360**, which amount includes payment for all expenses ("Payment"). District shall make Payment to Judge upon completion of Judge's obligations under this Agreement. This Agreement must be fully executed by Judge and District no later than ten (10) days prior to Judging Date, to guarantee payment by District on the Judging Date; otherwise, District will provide payment to Judge within ten (10) calendar days following the Judging Date.

3.0 **Force Majeure and Cancellation of Agreement.** District shall not be liable for nonperformance under this Agreement if the nonperformance is caused by an event of Force Majeure. Events of Force Majeure shall include, but not be limited to, Act of God, war, epidemic, accident, fire, public emergency, 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 of services, explosion, destruction of District property, or other buildings or facilities on the District's fairgrounds property or other cause not reasonably within the District's control and which renders the District's obligations under this Agreement impossible, infeasible, or unsafe in any way or any event then, the District may cancel this Agreement in its entirety effective immediately upon notice and neither party shall have any further liabilities and/or obligations in connection therewith.

3.1. **Cancellation.** District shall have the exclusive right to cancel this Agreement if there is no participation in the event for which Judge is to provide Judging Services. If the Agreement is cancelled under this Section 3.1, the Parties shall be excused from performance under this Agreement.

4.0 **General Provisions**

4.1 Parties agree that Judge, and any agents and employees of Judge, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the District.


4.2 This Agreement may be terminated, and the provisions of this Agreement may be altered, changed or amended by mutual written consent of the Parties.

4.3 If Judge is deemed a nonresident independent contractor, Judge acknowledges and agrees that Judge may be subject to a 7% withholding by the California Franchise Tax Board.

4.4 This Agreement constitutes the entire agreement between the Parties with respect to the matters in this Agreement and supersedes any prior writings and oral negotiations. This Agreement may be modified only in writing by the Parties.

In witness whereof, the Parties have caused this Agreement to be executed by and through their respective authorized agents, as of the Effective Date.

22nd District Agricultural Association
2260 Jimmy Durante Drive
Del Mar, California 92014

By: 
Katie Mueller (May 6, 2026 11:06:05 PDT)
Katie Mueller, Chief Operations Officer

Bryan Henery
28334 Pewter Ct.
Menifee, CA 92584

By: 
Bryan Henery (May 5, 2026 16:55:33 PDT)
Bryan Henery, Judge

Judge's Contact Information:
wyndsofwyrd@gmail.com
951-295-7580

22nd District Agricultural Association
Judging Agreement

This Judging Agreement ("Agreement") is made and entered into this 5th day of May 2026 ("Effective Date"), by and between the 22nd District Agricultural Association ("District"), a public corporation of the State of California and Anastacia Benavides ("Judge"). District and Judge are referred to individually as Party or collectively as "Parties."

For and in consideration of the covenants and conditions in this Agreement, the Parties agree as follows:

1.0 Judge Obligations. Judge shall serve in the capacity of a judge at the District's 2026 San Diego County Fair. Judge will provide judging services for **Dungeons and Dragons** on June 19 ("Judging Date").

2.0 District Obligations. In consideration for Judge's performance under this Agreement, District shall provide **\$180**, which amount includes payment for all expenses ("Payment"). District shall make Payment to Judge upon completion of Judge's obligations under this Agreement. This Agreement must be fully executed by Judge and District no later than ten (10) days prior to Judging Date, to guarantee payment by District on the Judging Date; otherwise, District will provide payment to Judge within ten (10) calendar days following the Judging Date.

3.0 Force Majeure and Cancellation of Agreement. District shall not be liable for nonperformance under this Agreement if the nonperformance is caused by an event of Force Majeure. Events of Force Majeure shall include, but not be limited to, Act of God, war, epidemic, accident, fire, public emergency, 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 of services, explosion, destruction of District property, or other buildings or facilities on the District's fairgrounds property or other cause not reasonably within the District's control and which renders the District's obligations under this Agreement impossible, infeasible, or unsafe in any way or any event then, the District may cancel this Agreement in its entirety effective immediately upon notice and neither party shall have any further liabilities and/or obligations in connection therewith.

3.1. **Cancellation.** District shall have the exclusive right to cancel this Agreement if there is no participation in the event for which Judge is to provide Judging Services. If the Agreement is cancelled under this Section 3.1, the Parties shall be excused from performance under this Agreement.

4.0 General Provisions

4.1 Parties agree that Judge, and any agents and employees of Judge, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the District.

4.2 This Agreement may be terminated, and the provisions of this Agreement may be altered, changed or amended by mutual written consent of the Parties.

4.3 If Judge is deemed a nonresident independent contractor, Judge acknowledges and agrees that Judge may be subject to a 7% withholding by the California Franchise Tax Board.


4.4 This Agreement constitutes the entire agreement between the Parties with respect to the matters in this Agreement and supersedes any prior writings and oral negotiations. This Agreement may be modified only in writing by the Parties.

In witness whereof, the Parties have caused this Agreement to be executed by and through their respective authorized agents, as of the Effective Date.

22nd District Agricultural Association
2260 Jimmy Durante Drive
Del Mar, California 92014

By: _____
Katie Mueller, Chief Operations Officer

Anastacia Benavides
3060 Marmil Ave
San Diego, CA 92139

By: 
Anastacia Benavides (May 7, 2026 09:54:27 PDT)
Anastacia Benavides, Judge

Judge's Contact Information:
hennahoney10@gmail.com
619-609-1123

Account Number: 600100-60

FORM F-31
Revised 8/19

**FAIRTIME AND INTERIM EVENT
RENTAL AGREEMENT**

THIS RENTAL AGREEMENT ("Agreement") is by and between the 22nd District Agricultural Association, ("Association"), commonly known as the San Diego County Fair, ("Fairgrounds"), and Caprice Enterprises, ("Renter"). Association and Renter may collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the space(s) known as Kid Zone/Fun Zone, located on the Fairgrounds at 2260 Jimmy Durante Blvd, Del Mar, CA 92014, ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.
2. The terms of this Agreement begin on 6/10/2026 and ends on 7/5/2026. 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 the Renter took possession.
3. The purposes of the occupancy shall be limited to Speedway (KZ) - 4 Tickets and shall be for no other purpose whatsoever.
4. Renter shall pay Association for the rights and privileges hereby granted, the amounts and in the manner set forth: 48% of gross revenue
5. Renter shall pay for the following services and fees that are not included in the payment structure in Provision 4 above: Scanner Damage (if any), Uniforms, Camping and/or Housing, Golf Cart Permit, and Badges.
6. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
7. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
8. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
9. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter, any licenses or permits issues to Renter or its employees

10. No Renter will be allowed to open until all preliminary requirements herein set forth have been complied with.
11. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the Association within Premises for such purpose and will keep the area within and surrounding Premises free from all rubbish and debris.
12. All temporary tents or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
13. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
14. 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 right 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the carnival and the carnival area.
15. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
16. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must be not be swept into the aisles or streets or any public areas.
17. 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 from Association.
18. 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 operations, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.


19. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
20. 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.
21. 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 earlier termination of this Agreement.
22. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as define 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.
23. All safety orders of the Division of Industrial Safety, Department of Industrial relations must be strictly observed.
24. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
25. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.
26. 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.
27. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that Renter may be subject to the payment of property taxes levied on such interest.
28. The Parties hereto agree that Renter, and any agents and employees of Renter, in their performance of this Agreement, shall act in an independent capacity and not as officer or employees or agents of Association.

29. 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 insure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
30. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
31. 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 understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the Parties.
32. 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.
33. Renter shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement and incorporated by these references:
 - a. Exhibit A: 2025 Midway Licensee Handbook
 - b. Exhibit B: California Fair Services Authority Insurance Requirements
 - c. Exhibit C: Standard Terms and Conditions
 - d. Exhibit D: Cal/OSHA Amusement Ride and Tramway Unit Temporary Amusement Ride Permit
 - e. Exhibit E: Drug Free Workplace Certification
 - f. Exhibit F: Worker's Compensation
 - g. Exhibit G: Storm Water Policy
 - h. Exhibit H: AB1775 Certification Statement
 - i. Exhibit I: Drug Screening Certification
 - j. Exhibit J: Megan's Law Certification
 - k. Exhibit K: Background Check Certification
34. 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.

Bruce Perelman
Caprice Enterprises
2604 31st St.
Santa Monica, CA 90405

Midway Approval


Bruce Perelman (Apr 21, 2026 11:47:07 PDT)
Signature


President

Title

04/15/2026

Date

22nd District Agriculture Association
2260 Jimmy Durante Blvd
Del Mar, CA 92014


Katie Mueller (Apr 21, 2026 12:32:36 PDT)
Signature

Katie Mueller, Chief Operations Officer

Title

Date

FORM F-31
Revised 8/19

**FAIRTIME AND INTERIM EVENT
RENTAL AGREEMENT**

THIS RENTAL AGREEMENT ("Agreement") is by and between the 22nd District Agricultural Association, ("Association"), commonly known as the San Diego County Fair, ("Fairgrounds"), and RCS, ("Renter"). Association and Renter may collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the space(s) known as Kid Zone/Fun Zone, located on the Fairgrounds at 2260 Jimmy Durante Blvd, Del Mar, CA 92014, ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.
2. The terms of this Agreement begin on 6/10/2026 and ends on 7/5/2026. 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 the Renter took possession.
3. The purposes of the occupancy shall be limited to Twister (FZ) - 6 Tickets and shall be for no other purpose whatsoever.
4. Renter shall pay Association for the rights and privileges hereby granted, the amounts and in the manner set forth: 48% of gross revenue
5. Renter shall pay for the following services and fees that are not included in the payment structure in Provision 4 above: Scanner Damage (if any), Uniforms, Camping and/or Housing, Golf Cart Permit, and Badges.
6. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
7. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
8. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

9. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter, any licenses or permits issues to Renter or its employees
10. No Renter will be allowed to open until all preliminary requirements herein set forth have been complied with.
11. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the Association within Premises for such purpose and will keep the area within and surrounding Premises free from all rubbish and debris.
12. All temporary tents or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
13. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
14. 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 right 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the carnival and the carnival area.
15. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
16. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must be not be swept into the aisles or streets or any public areas.
17. 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 from Association.

18. 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 operations, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
19. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
20. 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.
21. 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 earlier termination of this Agreement.
22. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as define 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.
23. All safety orders of the Division of Industrial Safety, Department of Industrial relations must be strictly observed.
24. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
25. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.
26. 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.
27. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that Renter may be subject to the payment of property taxes levied on such interest.
28. The Parties hereto agree that Renter, and any agents and employees of Renter, in their performance of this Agreement, shall act in an independent capacity and not as officer or employees or agents of Association.

29. 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 insure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
30. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
31. 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 understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the Parties.
32. 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.
33. Renter shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement and incorporated by these references:
 - a. Exhibit A: 2025 Midway Licensee Handbook
 - b. Exhibit B: California Fair Services Authority Insurance Requirements
 - c. Exhibit C: Standard Terms and Conditions
 - d. Exhibit D: Cal/OSHA Amusement Ride and Tramway Unit Temporary Amusement Ride Permit
 - e. Exhibit E: Drug Free Workplace Certification
 - f. Exhibit F: Worker's Compensation
 - g. Exhibit G: Storm Water Policy
 - h. Exhibit H: AB1775 Certification Statement
 - i. Exhibit I: Drug Screening Certification
 - j. Exhibit J: Megan's Law Certification
 - k. Exhibit K: Background Check Certification
34. 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.

Ben Pickett
RCS
PO Box 10
Laveen, AZ 85339

Midway Approval


Ben Pickett (Apr 16, 2026 07:03:06 PDT)

Signature

VP

Title

04/16/2026

Date

22nd District Agriculture Association
2260 Jimmy Durante Blvd
Del Mar, CA 92014


Katie Mueller (Apr 16, 2026 10:58:22 PDT)

Signature

Katie Mueller, Chief Operations Officer

Title

04/16/2026

Date

FORM F-31
Revised 8/19

**FAIRTIME AND INTERIM EVENT
 RENTAL AGREEMENT**

THIS RENTAL AGREEMENT ("Agreement") is by and between the 22nd District Agricultural Association, ("Association"), commonly known as the San Diego County Fair, ("Fairgrounds"), and RCS, ("Renter"). Association and Renter may collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the space(s) known as Kid Zone/Fun Zone, located on the Fairgrounds at 2260 Jimmy Durante Blvd, Del Mar, CA 92014, ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.
2. The terms of this Agreement begin on 6/10/2026 and ends on 7/5/2026. 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 the Renter took possession.
3. The purposes of the occupancy shall be limited to Big Top Swinger (FZ) - 7 Tickets and shall be for no other purpose whatsoever.
4. Renter shall pay Association for the rights and privileges hereby granted, the amounts and in the manner set forth: 48% of gross revenue
5. Renter shall pay for the following services and fees that are not included in the payment structure in Provision 4 above: Scanner Damage (if any), Uniforms, Camping and/or Housing, Golf Cart Permit, and Badges.
6. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
7. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
8. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

9. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter, any licenses or permits issues to Renter or its employees
10. No Renter will be allowed to open until all preliminary requirements herein set forth have been complied with.
11. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the Association within Premises for such purpose and will keep the area within and surrounding Premises free from all rubbish and debris.
12. All temporary tents or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
13. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
14. 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 right 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the carnival and the carnival area.
15. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
16. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must be not be swept into the aisles or streets or any public areas.
17. 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 from Association.

18. 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 operations, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
19. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
20. 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.
21. 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 earlier termination of this Agreement.
22. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as define 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.
23. All safety orders of the Division of Industrial Safety, Department of Industrial relations must be strictly observed.
24. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
25. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.
26. 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.
27. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that Renter may be subject to the payment of property taxes levied on such interest.
28. The Parties hereto agree that Renter, and any agents and employees of Renter, in their performance of this Agreement, shall act in an independent capacity and not as officer or employees or agents of Association.

29. 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 insure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
30. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
31. 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 understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the Parties.
32. 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.
33. Renter shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement and incorporated by these references:
 - a. Exhibit A: 2025 Midway Licensee Handbook
 - b. Exhibit B: California Fair Services Authority Insurance Requirements
 - c. Exhibit C: Standard Terms and Conditions
 - d. Exhibit D: Cal/OSHA Amusement Ride and Tramway Unit Temporary Amusement Ride Permit
 - e. Exhibit E: Drug Free Workplace Certification
 - f. Exhibit F: Worker's Compensation
 - g. Exhibit G: Storm Water Policy
 - h. Exhibit H: AB1775 Certification Statement
 - i. Exhibit I: Drug Screening Certification
 - j. Exhibit J: Megan's Law Certification
 - k. Exhibit K: Background Check Certification
34. 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.

Ben Pickett
RCS
PO Box 10
Laveen, AZ 85339

Midway Approval

Ben Pickett (May 27, 2026 08:56:19 PDT)

Signature

VP

Title

05/27/2026

Date

22nd District Agriculture Association
2260 Jimmy Durante Blvd
Del Mar, CA 92014

Katie Mueller (May 27, 2026 09:50:15 PDT)

Signature

Katie Mueller, Chief Operations Officer

Title

Date

FORM F-31
Revised 8/19

**FAIRTIME AND INTERIM EVENT
RENTAL AGREEMENT**

THIS RENTAL AGREEMENT ("Agreement") is by and between the 22nd District Agricultural Association, ("Association"), commonly known as the San Diego County Fair, ("Fairgrounds"), and Talley Amusements, ("Renter"). Association and Renter may collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the space(s) known as Kid Zone/Fun Zone, located on the Fairgrounds at 2260 Jimmy Durante Blvd, Del Mar, CA 92014, ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.
2. The terms of this Agreement begin on 6/10/2026 and ends on 7/5/2026. 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 the Renter took possession.
3. The purposes of the occupancy shall be limited to Down Draft (FZ) - 5 Tickets and shall be for no other purpose whatsoever.
4. Renter shall pay Association for the rights and privileges hereby granted, the amounts and in the manner set forth: 48% of gross revenue
5. Renter shall pay for the following services and fees that are not included in the payment structure in Provision 4 above: Scanner Damage (if any), Uniforms, Camping and/or Housing, Golf Cart Permit, and Badges.
6. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
7. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
8. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

9. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter, any licenses or permits issues to Renter or its employees
10. No Renter will be allowed to open until all preliminary requirements herein set forth have been complied with.
11. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the Association within Premises for such purpose and will keep the area within and surrounding Premises free from all rubbish and debris.
12. All temporary tents or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
13. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
14. 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 right 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the carnival and the carnival area.
15. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
16. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must be not be swept into the aisles or streets or any public areas.
17. 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 from Association.


18. 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 operations, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
19. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
20. 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.
21. 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 earlier termination of this Agreement.
22. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as define 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.
23. All safety orders of the Division of Industrial Safety, Department of Industrial relations must be strictly observed.
24. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
25. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.
26. 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.
27. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that Renter may be subject to the payment of property taxes levied on such interest.
28. The Parties hereto agree that Renter, and any agents and employees of Renter, in their performance of this Agreement, shall act in an independent capacity and not as officer or employees or agents of Association.

29. 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 insure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
30. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
31. 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 understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the Parties.
32. 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.
33. Renter shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement and incorporated by these references:
 - a. Exhibit A: 2025 Midway Licensee Handbook
 - b. Exhibit B: California Fair Services Authority Insurance Requirements
 - c. Exhibit C: Standard Terms and Conditions
 - d. Exhibit D: Cal/OSHA Amusement Ride and Tramway Unit Temporary Amusement Ride Permit
 - e. Exhibit E: Drug Free Workplace Certification
 - f. Exhibit F: Worker's Compensation
 - g. Exhibit G: Storm Water Policy
 - h. Exhibit H: AB1775 Certification Statement
 - i. Exhibit I: Drug Screening Certification
 - j. Exhibit J: Megan's Law Certification
 - k. Exhibit K: Background Check Certification
34. 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.

Mary Talley
Talley Amusements
PO Box 1319
Fort Worth, TX 76101

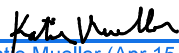
Midway Approval


mary talley (Apr 15, 2026 17:23:19 CDT)
Signature

Title

Date

22nd District Agriculture Association
2260 Jimmy Durante Blvd
Del Mar, CA 92014


Katie Mueller (Apr 15, 2026 15:34:46 PDT)
Signature

Katie Mueller, Chief Operations Officer

Title

04/15/2026

Date



Contracted Events – May 2026

| EVENT DATE(S) | | EVENT NAME | RENTAL FEE | PARKING | F & B* | Other | Total |
|---------------|-----------|--------------------------------------|------------|--------------|--------------|-------------|---------------------|
| 4/27/2026 | 5/4/2026 | FoodieLand Night Market | \$31,985 | \$319,380.00 | \$157,861.99 | \$29,047.35 | \$538,274.34 |
| 5/4/2026 | 5/16/2026 | La Mesa RV Sale | \$21,360 | \$10,380 | | \$1,895 | \$33,634.60 |
| 5/15/2026 | 5/16/2026 | La Lolla Half Marathon | \$5,340 | \$9,190 | | \$1,330 | \$15,860.00 |
| 5/19/2026 | 5/19/2026 | Alex G at the SOUND | \$9,208 | \$1,040 | \$17,929 | \$5,098 | \$33,274.13 |
| 5/28/2026 | 5/26/2026 | Collie Buddz at the SOUND | \$8,437 | \$6,688.00 | \$29,622 | \$2,538 | \$47,284.49 |
| 5/30/2026 | 5/30/2026 | Smino X Saba w/Bambaata at the SOUND | \$8,437 | \$10,680 | \$23,909 | \$3,753 | \$22,869.50 |
| 5/31/2026 | 5/31/2026 | The Last Dinner Party at the SOUND | \$10,173 | \$13,872 | \$23,802 | \$4,765 | \$28,810.40 |

* Gross to District



Upcoming Contracted Events

| EVENT DATE(S) | | EVENT NAME |
|--------------------|-----------|--|
| JUNE 2026 | | |
| 6/10/2026 | 7/5/2026 | San Diego County Fair |
| 6/13/2026 | 6/13/2026 | The Pink Floyd Laser show at the SOUND - 2 shows |
| 6/13/2026 | 6/13/2026 | Legends - Onward Energy Private event |
| 6/14/2026 | 6/14/2026 | Stayin Alive at the SOUND |
| 6/17/2026 | 6/19/2026 | Legends - Events Inspired Private event - 3 events |
| 6/20/2026 | 6/20/2026 | J Boog at the SOUND |
| 6/20/2026 | 6/20/2026 | Legends - Promises2kids Private event |
| 6/26/2026 | 6/26/2026 | Don Carlos at the SOUND |
| 6/26/2026 | 6/26/2026 | Legends - Price Smart Private event |
| 6/27/2026 | 6/27/2026 | Karl Denson at the SOUND |
| 6/27/2026 | 6/27/2026 | Legends - Summer Celebration - Private event |
| 6/27/2026 | 6/27/2026 | Legends - Fair Party - Fred Schenk - Private event |
| 6/28/2026 | 6/28/2026 | Andrew Santino at the SOUND - 2 Shows |
| JULY 2026 | | |
| 6/10/2026 | 7/5/2026 | San Diego County Fair |
| 7/1/2026 | 7/1/2026 | Andrew Dice Clay at the SOUND |
| 7/16/2026 | 9/10/2026 | Del Mar Thoroughbred Club Horse Racing Summer Meet |
| 7/10/2026 | 7/10/2026 | The Hip Abduction at the SOUND |
| 7/26/2026 | 7/26/2026 | The Stray Cats at the SOUND |
| AUGUST 2026 | | |
| 7/16/2026 | 9/10/2026 | Del Mar Thoroughbred Club Horse Racing Summer Meet |
| 8/5/2026 | 8/5/2026 | Modest Mouse at the SOUND |
| 8/15/2026 | 8/15/2026 | The Sword at the SOUND |
| 8/20/2026 | 8/20/2026 | Little Stranger at the SOUND |
| 8/25/2026 | 8/25/2026 | The Breeders at the SOUND |
| 8/28/2026 | 8/28/2026 | Channel Tres at the SOUND |



California Construction Authority
 1776 Tribute Road Suite 220
 Sacramento, California 95815
 Phone: (916) 263-6100

Project: 022-23-031 - Del Mar DMTC HVAC
 2260 Jimmy Durante Blvd
 Del Mar, California 92014

Project Funding Amendment #002: – Del Mar DMTC HVAC

| | | | |
|-----------------------------|---|-------------------------|---|
| CONTRACT COMPANY: | 22nd District Agricultural Association 2260 Jimmy Durante Blvd. Del Mar, California 92014 | FROM: | California Construction Authority 1776 Tribute Road, Suite 220 Sacramento, California 95815 |
| DATE CREATED: | 04/02/2026 | CREATED BY: | Jasmeene Heden (California Construction Authority) |
| DESIGNATED REVIEWER: | Kristie Riddlesperger (California Construction Authority) | CHANGE REASON: | Construction Cost |
| EXECUTED: | Yes | FIELD CHANGE: | No |
| ACCOUNTING METHOD: | Amount Based | SCHEDULE IMPACT: | 788 days |
| TOTAL AMOUNT: | \$582,839.00 | CONTRACT FOR: | Funding Agreement – Del Mar DMTC HVAC |

Project Funding Amendment #002 – Del Mar DMTC HVAC – Increase in Project Funding Agreement total

This is a Project Funding Agreement Amendment #002 for the Del Mar DMTC HVAC Project at the Del Mar Fairgrounds in the amount of **Five Hundred Eighty-Two Thousand Eight Hundred Thirty-Nine and 00/100 (\$582,839.00)**.

The Project Funding Agreement Amendment #002 is to allocate additional cost, as the submitted bids came in over budget.

The Original Project Funding Agreement expiration date was 02/02/2025, the new Project Funding Agreement expiration date is 04/01/2027.

All other aspects of the Original Project Funding Agreement will remain the same.

AMENDMENT LINE ITEMS:

| # | Budget Code | Description | Amount |
|--------------------|--------------------------------|-------------------------------------|---------------------|
| 1010-100 | Construction Contracts | GC Contract | \$243,025.00 |
| 1015-110 | Special Purchasing | Equipment | \$116,465.00 |
| 1020-110 | Contingency | Design Contingency | \$15,000.00 |
| 1020-120 | Contingency | Construction Contingency | \$55,900.00 |
| 1030-110 | Professional Services | Architectural Design | \$84,500.00 |
| 1035-120 | Design Support | Code Reviews | \$1,500.00 |
| 1040-110 | Management & Admin Fees | Project Management (10%) | \$35,949.00 |
| 1045-110 | Regulatory Review & Permitting | OSFM | \$10,000.00 |
| 1055-110 | Inspections & Testing | IOR | \$10,000.00 |
| 1055-130 | Inspections & Testing | Special Inspections (Commissioning) | \$7,500.00 |
| 1065-110 | Reimbursables | Airfare | \$1,000.00 |
| 1065-120 | Reimbursables | Hotel / Lodging | \$1,000.00 |
| 1065-130 | Reimbursables | Mileage | \$1,000.00 |
| Grand Total | | | \$582,839.00 |



| | |
|--|----------------|
| The original (Contract Sum) | \$443,696.00 |
| Net change by previously authorized Amendments | \$29,572.50 |
| The contract sum prior to this Amendment was | \$473,268.50 |
| The contract sum would be changed by this Amendment in the amount of | \$582,839.00 |
| The New contract sum including this Amendment will be | \$1,056,107.50 |
| The contract time will be changed by this Amendment by 788 Days. | |

Initial
MS 4/3/2026

Initial
BM 4/3/2026

22nd District Agricultural Association
2260 Jimmy Durante Blvd.
Del Mar, California 92014

Signed by:
Carlene F. Moore 4/3/2026
78767D63C12A4EC...
Signature Date

Initial
GG 4/2/2026

DS
SS 4/2/2026

Initial
DH 4/2/2026

California Construction Authority
1776 Tribute Road, Suite 220
Sacramento, California 95815

Signed by:
Brent Jamison 4/6/2026
4BF08B8C3F8C441...
Signature Date



CALIFORNIA CONSTRUCTION AUTHORITY

**Amendment 01
Individual Project Agreement
Between California Construction Authority
And
22nd DAA San Diego County Fair
For
DMTC HVAC Project
CCA Project # 022-23-031**

The original Individual Project Agreement (“IPA”) was entered on **March 21st, 2023**, by and between the California Construction Authority (“CCA”), a joint powers authority, and the **22nd DAA San Diego County Fair** (“Fair”). This **Amendment 01** of **April 24, 2023**, is a modification to the original IPA. CCA and Fair are referred to as the “parties” and individually referred to as a “party.”

Whereas CCA and Fair desire to enter into this IPA to specify how CCA will perform certain project services for Fair.

Now, therefore, the parties agree as follows:

1. Master Project Agreement Incorporated. All terms and conditions of the Master Project Agreement between the parties dated August 17, 2016, will be incorporated herein by this reference.
2. Scope of Services. CCA shall perform the services and work set forth in the Scope of Services (“Services”), attached hereto as Exhibit “A” and incorporated herein, for the identified project (“Project”).
3. Not to Exceed Amount. Additional payment by Fair under this Amendment 01 IPA to the original IPA shall not exceed the amount of **Twenty-Nine Thousand Five Hundred Seventy-Two and 50/100 Dollars (\$29,572.50)** or as later modified in writing between the parties.
4. Project Budget; CCA Fees. The Project Budget Outline, including CCA fees, is attached hereto as Exhibit “B” and incorporated herein. Fair agrees to pay CCA for the Services in accordance with the Project Budget Outline.
5. Project Budget Funds. Fair shall place the Project Budget funds into the Project Fund Account held by CCA. CCA shall administer the Project Fund Account in accordance with the terms of this IPA and CCA policy.



Fair shall forward the following funds to CCA for the Project Fund Account:

Twenty-Nine Thousand Five Hundred Seventy-Two and 50/100 Dollars (\$29,572.50)

CCA shall provide Fair with accounting reports of Project funds at the completion of the project following reconciliation or upon request of the Fair if required.

6. Approvals by Fair.

CCA will request Fair approval of the Project at the following milestones:

- a. Fair to approve the award of the construction contract following the CCA procurement process and prior to construction commencing.
- b. Fair to approve payments to the Project contractor(s) prior to CCA making payments.

7. Termination. Either party may terminate this IPA by giving the other party 30 days prior written notice of termination and completing any non-revocable obligations. Upon termination of this IPA, Fair shall compensate Authority, in accordance with the Project Budget, for all Services performed prior to termination, including compensation for all non-revocable obligations. Notice of such termination shall be given in accordance with Section 11 (Notice) of the Master Services Agreement.

This IPA is executed as of the date first written above.

California Construction Authority

DocuSigned by: Randy Crabtree 5/17/2023
E77C27B1349A7C

Name: Randy Crabtree Jr.
Title: Executive Officer

22nd DAA San Diego County Fair

DocuSigned by: Carlene F. Moore 5/8/2023
7B767D53C1244FC

Name: Carlene Moore
Title: CEO

DS
MC

22nd DAA San Diego County Fair

DocuSigned by: G. Joyce Rowland 5/12/2023
7B56D50FE4A048R

Name: G. Joyce Rowland

DS
JR

DS
KR



Title: Board President

EXHIBIT "A"
ORIGINAL SCOPE OF WORK

The Fair’s designated Project is the “DMTC HVAC.” The site of the Project is 22ND DAA San Diego County Fair at 2260 Jimmy Durante Blvd. Del Mar, CA 92014 (“Fair”).

1. Upon receipt of the signed IPA, CCA will perform the following services and work:

Bidding & Construction

- The project scope of work is presented below:
 - Provide replacement of the existing DMTC HVAC and controls.

BASE BID:

Remove the existing Air handling unit, and prep for a new install.

Provide and Install (1) Rooftop Air Handling unit.

Economizer

Curb Adapter

Condensate Drain Pan

Spring Isolator

Condenser Coil Coating

Replace existing Pneumatic with DDC Control by Automated controls.

Wireless DDC System to Dedicated Outside Air Units

Wireless DDC to Packaged Heat Pump Units

Wireless DDC to operate Makeup Air Unit

Wireless DDC to operate Exhaust Fans

ADDITIVE ALTERNATE 1:

Remove & Replace the Existing Boiler with RAYPAK or equal.

Remove & Replace ECM Pump

- CCA will provide construction oversight & inspection.

AMENDMENT 01 SCOPE OF WORK

1. Address the actual costs to perform the scope of work presented in the original IPA entered on **March 21st, 2023**.

All other aspects of the original IPA, dated **March 21st, 2023**, i.e., billing procedures, legal, and obligations, remain unchanged.



The performance of CCA's scope of services inures to the benefit of the Fair. To accomplish these services, CCA may engage third parties. Additionally, known and unknown third parties may be affected by the performance of this IPA. Therefore, the Fair agrees to reimburse CCA for all costs and expenses incurred in connection with the Project or arising out of the performance of this IPA, including, but not limited to, all costs and expenses arising out of claims asserted by third parties against CCA. The Fair shall not reimburse CCA for costs and expenses incurred as a result of CCA's sole, active negligence or willful misconduct.

Should a dispute arise, and either party is required to institute any action or to proceed to enforce any provision of this IPA or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by such prevailing party in connection with such action or proceeding. CCA will take no further action until the Fair accepts the terms and conditions of this IPA. CCA represents and warrants that it has the statutory and/or legal authority to enter into contracts with general contractors to perform the work identified in the IPA. CCA further represents and warrants that it has the statutory and/or legal authority to enter into this IPA with the Fair.

Items not included in the proposal are any permits or fees for services required by other governmental agencies or public or private entities. CCA will not provide indemnification or evidence of errors or omissions insurance to the Fair. The administration fee comprises project management and inspection fees (scope of services).

CCA fees and estimated costs to manage the **DMTC HVAC** project at the **22nd DAA San Diego County Fair** for phase 2 are estimated to be **Twenty-Nine Thousand Five Hundred Seventy-Two and 50/100 Dollars (\$29,572.50)**, as detailed below. A breakdown of the estimated cost follows:



EXHIBIT "B"

**22nd DAA San Diego County Fair
DMTC HVAC
Cost Breakdown**

| | Phase 1 Bidding & Construction | Phase 2 Actual Construction Costs | Total |
|---|--------------------------------------|--|----------------------|
| <u>Project Costs</u> | | | |
| Construction Contract | 365,000.00 | 50,975.00 | 415,975.00 |
| Construction Contingency 10% | 36,500.00 | (36,500.00) | - |
| Construction Contingency for Phase 2 | | 10,000.00 | 10,000.00 |
| Construction Project Admin Fee | 36,500.00 | 5,097.50 | 41,597.50 |
| Project Coordination/Management/Bidding | 1,600.00 | | 1,600.00 |
| CCA Building Inspector | 1,340.00 | | 1,340.00 |
| Project Costs Sub-Total | \$ 440,940.00 | \$ 29,572.50 | \$ 470,512.50 |
| <u>Estimated Reimbursables</u> | | | |
| Special Inspection | | | |
| Travel | 1,500.00 | | 1,500.00 |
| Bid Advertisement | 850.00 | | 850.00 |
| Misc. | 250.00 | | 250.00 |
| Reimbursable Markup - 6% | 156.00 | | 156.00 |
| Estimated Reimbursement Sub-Total | \$ 2,756.00 | | \$ 2,756.00 |
| Total by Phase | | | |
| | \$ 443,696.00 | \$ 29,572.50 | |
| Total Costs, with Fees and Estimated Costs | | | \$ 473,268.50 |

Costs between parentheses indicate a transfer of contingency funds.



CALIFORNIA CONSTRUCTION AUTHORITY

**Individual Project Agreement
Between California Construction Authority
and
22nd DAA - San Diego County Fair
for
DMTC HVAC Project
CCA PROJECT # 022-23-031**

This Individual Project Agreement (“IPA”) is entered into this **Tuesday, March 21, 2023**, by and between the California Construction Authority (“CCA”), a Joint Powers Authority, and the **22nd DAA/San Diego County Fair** (“Fair”). CCA and Fair are referred to as the “parties” and individually referred to as a “party.”

Whereas, CCA and Fair desire to enter into this IPA to specify how CCA will perform certain project services for Fair.

Now, therefore, the parties agree as follows:

1. Master Project Agreement Incorporated. All terms and conditions of the Master Project Agreement between the parties dated August 17, 2016, are incorporated herein by this reference.
2. Scope of Services. CCA shall perform the services and work set forth in the Scope of Services (“Services”), attached hereto as Exhibit “A” and incorporated herein, for the identified project (“Project”).
3. Not to Exceed Amount. Payment by Fair under this IPA shall be the amount of **Four Hundred Forty-Three Thousand, Six Hundred Ninety-Six and 00/100 Dollars (\$443,696.00)**, or as later modified in writing between the parties.
4. Project Budget; CCA Fees. The Project Budget Outline, including CCA fees, is attached hereto as Exhibit “B” and incorporated herein. Fair agrees to pay CCA for the Services in accordance with the Project Budget Outline.
5. Project Budget Funds. Fair shall place the Project Budget funds into the Project Fund Account held by CCA. CCA shall administer the Project Fund Account in accordance with the terms of this IPA and CCA policy.

Four Hundred Forty-Three Thousand, Six Hundred Ninety-Six and 00/100 Dollars (\$443,696.00) CCA shall provide Fair with accounting reports of Project funds, at completion of project following reconciliation, or upon request of the Fair, if required.



6. Approvals by Fair.

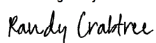
CCA will request Fair approval of the Project at the following milestones:

- a. Fair to approve the award of the construction contract following procurement process, and prior to construction commencing.
- b. Fair to approve payments to the Project contractor(s), prior to CCA making payments.

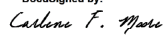
7. Termination. Either party may terminate this IPA by giving the other party 30 days prior written notice of termination and completing any non-revocable obligations. Upon termination of this IPA, Fair shall compensate Authority, in accordance with the Project Budget, for all Services performed prior to termination including compensation for all non-revocable obligations. Notice of such termination shall be given in accordance with Section 11 (Notice) of the Master Services Agreement.

This IPA is executed as of the date first above written.

CALIFORNIA CONSTRUCTION AUTHORITY

DocuSigned by:
 4/4/2023
577627781348476...
 Name: Randy Crabtree Jr.
 Title: Executive Officer

22nd DAA/SAN DIEGO COUNTY FAIR

DocuSigned by:
 4/4/2023
78767D53C12A4EC...
 Name: Carlene Moore
 Title: CEO

22nd DAA/SAN DIEGO COUNTY FAIR

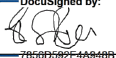
DocuSigned by:
 4/4/2023
7850D592E1A840B...
 Name: G. Joyce Rowland
 Title: Board President





EXHIBIT “A”

SCOPE OF SERVICES

The Fair’s designated Project is the “DMTC HVAC”. The site of the Project is at 22ND DAA SAN DIEGO COUNTY FAIR at 2260 Jimmy Durante Blvd. Del Mar, CA 92014 (“Fair”).

1. Upon receipt of signed IPA, CCA will perform the following services and work:

Bidding & Construction

- The project scope of work is presented below:

- Provide replacement of the existing DMTC HVAC and controls.

BASE BID:

Remove existing Air handling unit, and prep for new install

Provide and Install (1) Roof top Air Handling unit

Economizer

Curb Adapter

Condensate Drain Pan

Spring Isolator

Condenser Coil Coating

Replace existing Pneumatic with DDC Control by Automated controls

Wireless DDC System to dedicated Outside Air Units

Wireless DDC to Packaged Heat Pump Units

Wireless DDC to operate Make up Air Unit

Wireless DDC to operate Exhaust Fans

ADDITIVE ALTERNATE 1:

Remove & Replace Existing Boiler with RAYPAK or equal.

Remove & Replace ECM Pump

- CCA will provide construction oversight & inspection.

A. CCA will conduct the Bid Solicitation for the project. CCA will prepare and coordinate the bid documents, and manage the bid solicitation, RFC process, job walk, and bid openings. The Bid Documents include contracting information and technical specifications for bidding purposes.

B. Bid Documents are prepared based on information supplied by the Fair; and a scope of work determined by CCA in cooperation with the Fair and the projects electrical engineer. For the proposed solicitation effort, separate Bid Documents will be prepared, with a single job walk and bidding opening event.



- C. Based upon the formal bidding process, CCA will engage the contractor to conduct the construction work in accordance with approved plans and scope. The project scope of work consists of labor, equipment, and materials to implement the project, see above.

- D. CCA will provide project management and administration services associated with the project design and bidding process

CCA will not provide indemnification or evidence of errors or omissions insurance to the Fair.

The performance of CCA's scope of services inures to the benefit of the Fair. To accomplish these services, CCA may engage third parties. Additionally, known and unknown third parties may be affected by the performance of this IPA. Therefore, the Fair agrees to reimburse CCA for all costs and expenses incurred in connection with the Project or arising out of the performance of this IPA, including, but not limited to, all costs and expenses arising out of claims asserted by third parties against CCA. The Fair shall not reimburse CCA for costs and expenses incurred as a result of CCA's sole, active negligence or willful misconduct.

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this IPA or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by such prevailing party in connection with such action or proceeding. CCA will take no further action until the Fair accepts the terms and conditions of this IPA. CCA represents and warrants that it has the statutory and/or legal authority to enter into contracts with general contractors for the express and specific purpose of performing the work identified in the IPA. CCA further represents and warrants that it has the statutory and/or legal authority to enter into this IPA with the Fair.

The cost to implement the scope of work, including estimated direct expenses and fees, is **Four Hundred Forty-Three Thousand, Six Hundred Ninety-Six and 00/100 Dollars (\$443,696.00)**. Please note the breakout of the allocation of costs, see Exhibit "B".



EXHIBIT "B"

**22nd DAA - Del Mar Fairgrounds
DMTC HVAC
Estimated Cost Breakdown**

| | Bidding & Construction | Total |
|---|---------------------------------------|----------------------|
| <u>Project Costs</u> | | |
| Construction Contract | 365,000.00 | 365,000.00 |
| Construction Contingency 10% | 36,500.00 | 36,500.00 |
| Construction Project Admin Fee | 36,500.00 | 36,500.00 |
| Project Coordination/Management/Bidding | 1,600.00 | 1,600.00 |
| CCA Building Inspector | 1,340.00 | 1,340.00 |
| | | - |
| Project Costs Sub-Total | 440,940.00 | 440,940.00 |
| <u>Estimated Reimbursables</u> | | |
| Special Inspection | | - |
| Travel | 1,500.00 | 1,500.00 |
| Bid Advertisement | 850.00 | 850.00 |
| Misc | 250.00 | 250.00 |
| | | - |
| Reimbursable Markup - 6% | 156.00 | 156.00 |
| Estimated Reimbursement Sub-Total | 2,756.00 | 2,756.00 |
| Total by Phase \$ 443,696.00 | | |
| Total Costs, with Fees and Estimated Costs | | \$ 443,696.00 |



Item 8-A: Food and Beverage Committee Report [Action Item]

This new committee of the board met on Friday, May 22. The topic of discussion was the upcoming Legends contract extension that must be approved 180 days in advance of the final date of their current contract, December 31, 2026. In order to provide staff proper lead time and analysis time to conduct an RFP and minimize disruption to the complex food and beverage operation at the fairgrounds and racetrack, the committee is recommending reducing the extension from 5 years to 18 months.

Given the significance of food and beverage revenue to the District, the committee believes a competitive RFP process is necessary to evaluate market conditions, operational models, service standards and long-term revenue opportunities available to the District. Crafting an RFP should not be rushed or done under time constraints. This facility is unlike other fairgrounds in the number, type and nature of events it hosts. Finding an “apples to apples” comparison will be challenging. Therefore, many financial models at a variety of venues need to be studied.

The purpose of a limited extension is to maintain operational continuity while the District conducts and completes a competitive procurement process.

An 18-month extension will allow staff to conduct a comprehensive analysis of financial models and evaluate them against the historical performance of the food and beverage contract. This analysis will help inform a decision regarding the financial structure that best serves the District while accounting for its many operational nuances. Additionally, a complete inventory of equipment, software, smallware, décor, etc. must be conducted to educate potential bidders that may affect their financial proposal.

An 18-month extension is also necessary to avoid disruption to food and beverage services during the peak operating and revenue-generating period of June through September. Additionally, Legends has been directed to implement several operational improvements, and the extension period will provide sufficient time to monitor and evaluate the effectiveness and success of these newly implemented programs.

Nothing in the proposed extension shall limit or prejudice the District’s ability to conduct and complete a full competitive RFP process for future food and beverage operations.

During the extension period, the District will continue financial oversight, including review of annual budgets, operating expenses and operational performance metrics.

Please see the approximate timeline below:

- June 2026 through May 2027 - Conduct analysis and engage an F&B consultant for the limited purpose of assisting staff in the preparation, issuance and evaluation of a competitive Food & Beverage RFP. Considerations will be given to designing the best structure for the F&B RFP and resulting contract given the financial history and performance of food and beverage at the fairgrounds, nature of the events hosted by this venue, possible financial structures, capital investment structures, and service level/quality standards assurances language.
- January 2027 - Conduct a thorough audit and inventory of assets owned by the District.
- May 2027 - RFP is released.
- June 2027 through August 2027 - Fair and Race meets - peak operational time - potential proposers will be invited to tour the property.
- September 2027 - Proposals due, interviews scheduled.
- October 2027 - Evaluations conducted.
- November 2027 - Contract awarded.
- January 2028 - Contract commences.

The committee would like to acknowledge the high quality and service standards that Legends brings to the table, even in their short tenure as the food and beverage operator (Legends took over operations in August of 2025). However, the contract last went to bid in 2011 and to make sure the contract structure is the best available to the District, the committee recommends soliciting proposals in this time frame.

ORIGINAL

FUND TITLE
411-100-41 REV / 695-100-41 EXP

AGREEMENT NUMBER
12-009/41

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

22nd District Agricultural Association / Division of Fairs & Expositions

CONTRACTOR'S NAME

Premier Food Services, Inc.

The term of this Agreement is: **January 1, 2012, through December 31, 2015. This Agreement may be renewed for up to two (2) additional three (3) year terms, upon approval of State.**

The Anticipated Management Fee Amount Is: **\$2,950,000.00 for the current term**

4. Contractor agrees:

A. Financial Terms

Commencing with the first revenue-producing event held at the Fairgrounds after January 1, 2012, Contractor shall be paid, on a monthly basis, a Management Fee, which shall be equal to twelve and a half percent (12.5 %) of all net profits from the food and beverage operation. Reserve Fund

Under the Management Fee structure, as a Direct Operating Cost, District shall administer a Reserve Fund which shall be equal to one and half percent (1.5%) of all Gross Revenues.

B. To comply with the following Exhibits, attached herewith except those indicated with an Asterisk (*), and all are incorporated herein and made as part of this Agreement:

- Exhibit A – Scope of Work – 34 Page(s)
– Attachment 1, Contractor's Financial Proposal – 4 Page(s)
- Exhibit B – Budget Detail and Payment Provisions – 1 Page(s)
– Payee Data Record Std. 204 – 2 Page(s)
– Contractor Certification Clause CCC-307 – 4 Page(s)
- Exhibit C* – General Terms and Conditions – GTC 610
- Exhibit D – Special Terms and Conditions – 4 Page(s)
– Insurance Requirements – 2 Page(s)
- Exhibit E – Minimum Purchase Specification Requirements – 2 Page(s)
- Exhibit F – District Resource Conservation Policy – 1 Page(s)
- Exhibit G – Food and Beverage Service Equipment List – 30 Page(s)
- Exhibit H – Smallwares Inventory 2011 – 20 Page(s)

C. To furnish all labor, equipment and materials necessary to perform the services described in Exhibit A, Scope of Work, and agrees to comply with all terms and conditions which are made a part of this Agreement by the above listed Exhibits.

D. To provide a valid Certificate of Insurance indicating a minimum \$1,000,000 coverage for General Liability, Automobile Liability and Workers Compensation, in accordance with Insurance Requirements attached herewith and made as part of this Agreement.

Exhibit shown with an Asterisk (), is hereby incorporated by reference and made part of this agreement as if attached hereto.*

This document can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME

Premier Food Services, Inc.

BY (Authorized Signature)

George Karetas

DATE SIGNED

December 9, 2011

PRINTED NAME AND TITLE OF PERSON SIGNING

George Karetas, President

ADDRESS

7966 Arjons Drive, San Diego, CA 92126

STATE OF CALIFORNIA

AGENCY NAME

22nd District Agricultural Association / Division of Fairs & Expositions

BY (Authorized Signature)

Timothy J. Fennell

DATE SIGNED

12/12/11

PRINTED NAME AND TITLE OF PERSON SIGNING

Timothy J. Fennell, CEO/General Manager

ADDRESS

**2260 Jimmy Durante Blvd
Del Mar, CA 92014-2216**

California State / Department of
General Services Use Only

Exempt per: _____

APPROVED
[Signature]
**DEPARTMENT OF FOOD AND AGRICULTURE
DIVISION OF FAIRS AND EXPOSITIONS**
2/14/12

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.
SIGNATURE OF STATE ACCOUNTING OFFICER

[Signature] *12/12/11*
DATE
DEPARTMENT MANAGER

CONTRACTS MANAGER

Exhibit A

SCOPE OF WORK

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DEFINITIONS

Sales = goods (food and beverages) sold

Revenues = sales plus other income (ie; bonuses from suppliers)

Gross Sales = sales prior to any applicable discounts

Gross Receipts = all monies collected, cash and credit, including sales tax

Gross Revenue = all recognized revenue, whether or not collected (Accounts Receivable), including sales and any other income

Net Profit = balance remaining after Direct Operating Costs are deducted from Gross Revenue

Food and Beverage Services

Terms & Conditions

- I. The term of this agreement shall be four (4) years commencing on January 1, 2012 and ending on December 31, 2015. At the direction and to the satisfaction of the General Manager and Chief Executive Officer (Manager) of the 22nd District Agricultural Association (District), Premier Food Services, Inc. (Contractor) shall provide food and beverage services for the District, the Del Mar Fairgrounds, and the Del Mar Racetrack. The Del Mar Fairgrounds is owned and operated by the District, and the Del Mar Race Track is owned by the District and operated by the Del Mar Thoroughbred Club, a California Corporation. The Del Mar Fairgrounds and the Del Mar Race Track are collectively referred to in this Agreement as the Del Mar Fairgrounds.
- II. The District's Request For Proposals No. 11-04, dated June 23, 2011, Addendum No. 1 dated August 17, 2011 and Addendum No. 2 dated August 29, 2011 of the RFP, and the Contractor's responding technical proposal dated August 24, 2011 and financial proposal dated August 31, 2011 (collectively "RFP") are on file at the District Contracts Department and the Division of Fairs and Expositions in Sacramento, and are hereby incorporated by reference as set forth in their entirety, and made part of this Agreement.
- III. For purposes of this Agreement, the term "Manager" shall refer to the Secretary / Manager of the District, or the Manager's designee.
- IV. The terms "shall", "must" or "will" indicate a mandatory condition or requirement of this Agreement. Failure to comply with any mandatory requirement herein may be cause for termination of this Agreement, as detailed in *Section E, "Renewal, Default and Termination"*, herein.
- V. Where the terms of this Agreement are more specific, or are inconsistent or in conflict with the provisions, terms and conditions set forth in the RFP documents or Contractor's proposal, both parties hereby agree that the order or precedence shall be: First - the terms set forth in this Agreement and the District's RFP including all addenda, and Second - Contractor's proposal.
- VI. The Contractor, and the agents and employees of Contractor, in the performance of the agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.
- VII. The State may terminate this agreement and be relieved of the payment of any consideration to manner herein provided. In the event of such termination the State may proceed with the work in any Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
- VIII. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.
- IX. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- X. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

A. FINANCIAL TERMS**1. Financial Structure**

This Agreement between the District and the Contractor shall be financially constructed as a Management Fee Agreement. A detailed description of such agreement is as follows:

- a. For all four (4) contract/fiscal years 2012 through 2015 the Contractor shall be paid, on a monthly basis, a Management Fee, which shall be equal to twelve and one half percent (12.5%) of all Net Profits from the food and beverage operation. In the event, the Contractor reports an operating loss for the month(s); those losses will be carried forward and offset against future net profits.
- b. The Management Fee will commence with the first revenue-producing event held at the Fairgrounds after January 1, 2012.
- c. The Contractor shall be totally responsible for bad debts in excess of one percent (1%) of Gross Revenues.

2. Reserve Fund

- a. Under the Management Fee structure, the Contractor shall deposit all Gross Receipts daily into an interest-bearing account in a San Diego County bank in the name and interest of the District. From these receipts, the District shall administer a Reserve Fund, which shall be equal to 1.50% of all Gross Revenues.
- b. It is the District's intent to maintain a minimum balance of \$50,000.00 in the Reserve Fund, to be available for unexpected or emergency expenses, as deemed necessary by Manager. The District reserves the right to carry over any remaining balance in the Reserve Fund to succeeding years, if the District, in its sole judgement, deems it to be in the best interest of the Fairgrounds to do so. The Depository Account and Reserve Fund shall be administered solely by the District. The Manager shall have the right of final approval of all expenditures from the Reserve Fund. The District reserves the right, at its sole discretion, to utilize the Reserve Fund for any purpose as it deems appropriate, including any balance remaining at expiration or termination of this Agreement.
- c. This fund may be utilized for extraordinary repair and maintenance of equipment, and miscellaneous equipment required as necessary to provide a continuous, high-quality operation. The definition of extraordinary repair and maintenance is that other than routine maintenance and repair such as a major overhaul. Determination of "extraordinary" shall be at the District's sole discretion.
- d. The Reserve Fund shall not serve to relieve the Contractor of its responsibility to:
 - i. Ensure that the repair, replacement and maintenance of equipment and facilities is accomplished as necessary to provide a continuous, high-quality operation. This includes damaged, missing and/or obsolete equipment as required to maintain original or evolving inventory levels. Equipment damaged or worn out due to improper maintenance or repair will not be eligible. The cost to replace improperly maintained, abused or misused equipment will be the responsibility of the Contractor. Actual extraordinary repairs and replacements, up to one and one half percent (1.50%) of Gross Revenues, shall be payable, with advance written approval from the Manager, from the Reserve Fund. With the written request for approval, the Contractor must provide a complete justification and breakdown of costs for all purchases and repairs to be provided by the Reserve Fund.
- e. Management of the District's equipment and small-wares inventory:
 - i. The District loans the Contractor its inventory of food and beverage service equipment and small-wares to conduct its business. Ownership of any equipment replaced by the Contractor under these terms and conditions shall rest with the District. A complete inventory will be conducted by Contractor and the District annually, at which time Contractor will submit their request for extra ordinary repairs or equipment purchases to the District. The Contractor's or District's cost of administering this inventory shall

be a Direct Operating Expense. At its conclusion, the Contractor shall submit for the Manager's review and approval, a request for repairs and equipment purchases through the Reserve Fund. This request must be submitted no later than January 31st, of each year. Failure to submit this complete request in a timely manner may result in denial of Contractor's request and the cost of the repairs and purchases shall then be considered a Direct Operating Expense, not a Reserve Fund expense.

- ii. Management and control of the inventory. The Contractor is expected to set up policies and guidelines designed to responsibly manage and control the District's equipment and small-wares inventory. In addition, the Contractor is expected to provide an automated inventory control system designed specifically for inventory management to manage and control the inventory daily.

3. Reimbursable Expenses

Under the Management Fee financial structure defined above, the Contractor and District shall share Net Profits of the operation in accordance with the percentage formula offered by the Contractor and accepted by the District. Net Profits are defined as the amount remaining from Gross Revenue after deduction of the following Direct Operating Costs, hereinafter also referred to as *approved expenses* (the Management Fee may be adjusted for uncollected Accounts Receivables, excluding Receivables due from District):

- a. Costs of goods sold.
- b. Payroll Expenses (including any applicable taxes and fringe benefits) for on-site Contractor employees devoting their full efforts to the District.
- c. Direct Expenses related to the operations at the Fairgrounds including advertising and promotions, bank charges, credit card charges, armored car service, cleaning and maintenance supplies, equipment rental, decorations for catered events, fuel and propane, insurance (exclusive to the contract), laundry and linen cleaning, licenses and permits (exclusive to the contract), office supplies, paper supplies for food and catering, pest control, postage, printing, repairs and maintenance, security, property taxes, possessory interest tax, telephone, uniforms, miscellaneous supplies, required internal audits, rentals, uniforms, utilities, small wares, etc.
- d. Bad Debt Expense (up to .5% of Gross Revenues with prior approval).
- e. Legal fees pertaining only to employee union negotiations. Any other legal fees will not be reimbursed without the prior approval of the Manager.

Contractor shall make every effort to notify District when projected expenses are expected to exceed the approved budget. Contractor shall provide justification for the variance and request District's advance written approval. Such approval shall not be unreasonably withheld.

4. Contractor's Expenses

The following costs are specifically **not** considered Direct Operating Costs for the purpose of defining Net Profits and are also not to be charged to the profit and loss statement for Contractor's Fairgrounds operations, but rather paid for at Contractor's expense:

- a. Food and Beverage Service Manager's salary, bonuses, insurance, payroll taxes, and fringe benefits, including vehicle and maintenance costs. The salary, benefits and bonus structure must be attractive and competitive and must be approved by the District's Manager.
- b. Corporate supervision and support services and outside payroll services (unless approved by the District's Manager), and legal fees not related to union negotiations, performance bond fees, Insurances, licenses and permits not purchased exclusively for the performance of this agreement.

- c. Corporate income taxes and other taxes not directly applicable to the District's operations (for example, use taxes and sales taxes attributable to other operations).
- d. General and administrative corporate overhead expenses.
- e. All contributions and related expenses to charitable, non-profit organizations.

District shall not be responsible to reimburse Contractor for any legal fees or fines incurred as a result of Contractor's performance under this Agreement, unless such performance was directed by Manager in writing. With prior Manager approval, legal fees incurred for normal operations under this Agreement, such as union negotiations or pursuit of Accounts Receivable, may be reimbursed as a Direct Operating Expense.

5. Payments to Contractor

The amount owed to Contractor for reimbursement of approved expenses and Management Fee shall be paid by the District to Contractor within fifteen (15) calendar days after receipt of approved invoice and Profit & Loss statement, balance sheet, deposit recap and detail. These reports must be received on or before the 15th calendar day following the conclusion of each month, with all financial statements and reports, as detailed in *Section B*, below.

B. RECORDS, ACCOUNTING AND AUDITING

1. For accounting purposes, Contractor shall maintain all records based upon a January through December fiscal year ("Fiscal Year"). Contractor shall maintain all accounting records regarding their operation at the Del Mar Fairgrounds in accordance with generally accepted accounting principles throughout the term of this Agreement. District shall prescribe the form of records to be kept by Contractor in accordance with this provision. Contractor shall maintain such records on the Fairgrounds premises and District shall have the right to free access, upon reasonable notice, to memoranda, accounting ledgers, or other records of Contractor, relating to this Agreement, during the term of this Agreement, and such time thereafter as may be necessary to accomplish such verification.
2. Contractor shall provide a full-time Controller, pre-approved by the Manager and dedicated exclusively to the District's operations. The Controller's salary and applicable payroll overhead shall be considered a Direct Operating Expense.
3. No later than October 15th of each year, the Contractor shall provide the District with a draft of its proposed annual budget for its operations at the Del Mar Fairgrounds for the following year, beginning January 1 and ending December 31. This budget is subject to the review and approval of the Manager.
4. The Manager shall be entitled, at any reasonable time, to conduct an audit or an inventory of products and equipment maintained at the Del Mar Fairgrounds under this Agreement.
5. A separate account shall be established in the District's name, at a San Diego County, California, financial institution, through which all receipts under this Agreement shall be made and records of such deposits kept.
6. Contractor agrees that any items prepared on the Fairgrounds premises on a "take-out" basis, for sale or delivery directly to the consumer, shall be considered as sales to be included in the Gross Revenues of the District's food service operation. At no time shall Contractor utilize District facilities for any purpose whatsoever other than District functions, as detailed herein.
7. Contractor agrees that any rebates, bonuses or commissions paid to Contractor as a result of the purchase of goods for use at the Fairgrounds shall be included in Gross Revenues to the District, in accordance with the portion applicable to this facility.
8. Contractor shall manage and control losses from bad debts. Any write-offs of bad debts must be approved in advance by the Manager before they are expensed on the Contractor's statement.

Contractor shall be solely responsible for bad debts in excess of one percent (1%) of Gross Revenues.

9. Contractor shall submit to Manager, by the fifteenth (15th) of each month, a monthly invoice, profit and loss statement, balance sheet, deposit recap and detail. This shall include the preceding month's detailed revenue and operating expenses. The District shall review and reimburse Contractor for approved expenses, sales tax and refunds, and shall pay any Management Fee due under this Agreement within fifteen (15) calendar days from receipt of invoice. Reimbursement of any expense that is in dispute by the District shall be withheld until that dispute is resolved.
10. By thirty (30) calendar days from the end of each month, Contractor shall submit a complete reconciliation of general ledger and balance sheet accounts, to include accounts receivable, and other accounts as requested. For the live race meet, Contractor shall submit these reports no later than forty-five (45) calendar days from the end of each month.
11. Contractor will pay timely its bills, payroll and expenses incurred in the normal operation of food and beverage services detailed herein.
12. Contractor shall submit all invoices for reimbursement by the District no later than sixty (60) calendar days from the month in which the expenses were incurred. Invoices from the District or DMTC are exempted from this requirement. Failure to comply with this requirement may result in non-reimbursement of the expense(s). Exceptions to this may only be made with the written approval of Manager. Such approval shall not be unreasonably withheld.
13. An annual financial statement of Contractor's operations at the Del Mar Fairgrounds, prepared by Contractor and audited by certified public accountants, selected by Contractor and approved by Manager, must be submitted to Manager no later than one-hundred twenty (120) calendar days after the end of the first full or partial Fiscal Year of this Agreement and each subsequent Fiscal Year of the Agreement. The annual audit report shall be prepared in a format acceptable to Manager. Such audit shall be a Direct Operating Cost. If, due to Contractor's discrepancies or failure to comply with financial reporting procedures, additional audit procedures are deemed necessary by the District at any time, the additional audit expenses shall be borne solely by the Contractor.
14. Manager shall have the right to make a special audit of Contractor's books and records, utilizing auditors selected by District. If this special audit shows a deficiency in payments of Management Fee due to understatement of Gross Receipts and/or overstatement of total expenses for any twelve (12) month period covered, the District shall pay the amount thereof promptly to Contractor. If the audit discloses that excessive Management Fee payments were made to the Contractor due to an overstatement of Gross Receipts and/or an understatement of total expenses, the Contractor shall immediately reimburse District accordingly. The District may also conduct additional or more thorough audits including internal controls and procedures.
 - a. Failure to submit this annual audited financial statement in a timely manner may result in the Contractor paying to District as a penalty, the amount of one-hundred dollars (\$100.00) for each and every calendar day exceeding the 120-day deadline. Such penalty shall apply after the District has given notice in writing to the Contractor of non-receipt of such certified audited statement.
15. Contractor shall keep full and complete records of its operations at the Del Mar Fairgrounds satisfactory to Manager and shall, as requested, submit reports to Manager, including but not limited to:
 - a. Daily and monthly sales reports by source of revenue;
 - b. Daily event sales reports by source of revenue, detailing event profit and loss;
 - c. Current month, same period prior year and current year to date profit and loss statements, comparative to budget;
 - d. Annual operating sales, costs, and budgets, including profit and loss budgets; and

e. Semi-annual equipment and smallwares inventory.

16. Inventory & Sales Systems

Contractor shall use in all permanent and portable concession stands, cash registers of a type approved by the Manager. Additionally, Contractor shall implement inventory systems, approved by Manager, to determine sales and product usage. Contractor shall not permit any of its employees (with the exception of roving vendors) to make change from boxes, containers, or from apron pockets or clothing. Point of sale software and equipment are subject to the approval and audit of the District. District Accounting and Information Technology (IT) personnel shall have real-time (as well as independent of Contractor) access to POS software to conduct audits of software and cash handling procedures.

17. Taxes and Fees

Contractor shall pay when due all license fees, taxes and all retail sales taxes on the products or services which Contractor provides hereunder, including but not limited to all federal, state and local taxes, workers' compensation payments, unemployment insurance, payroll and other taxes with respect to services provided under this Agreement, and all other taxes arising from Contractor's operation hereunder.

18. Business Ethics

- a. Contractor shall strictly comply with all city, state and federal laws, ordinances and regulations applicable to and governing this operation, and shall procure all necessary licenses and permits, which are to be displayed in an appropriate location of the food services areas in the Fairgrounds as designated by the District.
- b. Contractor agrees that all financial settlements, reports and billings rendered to the District under this Agreement shall properly reflect the facts of all activities and transactions handled for the District's account, and may be relied upon as being complete and accurate in any further recording or reporting made by the District for any purpose.
- c. Contractor shall notify the District in writing within seventy-two (72) hours upon discovery of any failure to comply with any part of this Section.

19. Bankruptcy

Should Contractor during the term of this Agreement make any assignment for the benefit of its creditors or voluntarily or involuntarily be declared bankrupt, or if a receiver or liquidator shall be appointed to administer Contractor's affairs, this Agreement shall, at the sole discretion of the District, be automatically and without notice cancelled and terminated as of the date of such assignment or as of the date upon which a custodian, receiver, trustee or liquidator is appointed (refer to *Section E-3, "Other Bases for Termination"*, herein).

20. Use of Operating Memoranda

The parties recognize that a close degree of cooperation will be required in order that management, operation, maintenance and repair of the Del Mar Fairgrounds can be efficiently conducted. The parties further acknowledge that experience will demonstrate changes that will be required in the methods of management, operation, maintenance and repair, and that a certain degree of flexibility will be necessary. Certain items have been covered in this Agreement in general terms only, with the understanding that details are to be set forth in Operating Memoranda. Therefore, from time to time, written Operating Memoranda may be entered into by Manager and Contractor and such Memoranda shall become binding upon the parties.

C. INSURANCE, INDEMNITY & RELEASE

1. General Provisions

- a. Contractor shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and such original insurance certificates have been received and approved by Manager. Approval by Manager of any certificate or policy

of insurance shall not, however, relieve Contractor from its responsibilities to provide the required insurance coverage.

- b. Copies of insurance policies to support the certificates of insurance shall be submitted to Manager within sixty (60) days of receipt of the certificates. This Agreement may be terminated by District without penalty or expense if any copies of policies are not provided for Manager's approval within ninety (90) days of the date when the certificates were received.
 - c. All insurance policies shall be issued by insurers licensed to do business in the State of California that carry a Best rating of at least "A-VIII", and are acceptable to District.
 - d. All policies must contain language requiring a thirty (30) day notification to the District and to the District's designated insurance underwriting manager, of cancellation of coverage. Contractor must notify District within two (2) business days of all substantial changes it makes in insurance coverage.
 - e. Contractor shall immediately report in writing to District's designated insurance underwriting manager and to Manager any incident that might reasonably be expected to result in any claim under any of the coverage's mentioned herein.
 - f. Contractor agrees to cooperate with Manager by promptly releasing reasonable information periodically as to the disposition of any claims, including a resume of claims experience relating to all its operations at the Del Mar Fairgrounds.
2. Scope of Insurance
- a. The Contractor shall secure and maintain during the term of this Agreement all worker's compensation insurance required by California law for all employees and shall require the same coverage for any subsidiaries, agents, if any, and their employees, and shall carry \$1,000,000 employer's insurance coverage as part of the worker's compensation insurance.
 - b. The Contractor shall secure and maintain, during the term of this Agreement, **Seven Million Dollars (\$7,000,000)** combined single limit comprehensive general liability including liquor liability and comprehensive automobile liability insurance covering the Contractor, its employees, agents, and subsidiaries, for claims for damages for bodily injury and property damage and personal injury insurance including hazard groups A, B and C. Coverage shall include blanket contractual insurance and such coverage shall make express reference to the Contractor's indemnity obligation pursuant to the requirements herein. The liability insurance shall include coverage for products including Dram Shop common law liability and liquor law liability.
 - c. The Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or time prior to or during the term of this Agreement, the Contractor agrees to provide District at least consistent with provisions of this subsection, 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 this Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to approval by the State of California, and the Contractor agrees that no work or services shall be provided prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided District may, upon giving written notice of such default as provided herein, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
 - d. The Contractor shall furnish all certificates of insurance to Manager for review and approval. To comply with Department of General Services requirements, General Liability Insurance as well as all other required insurance certificates must be supplied to District no less than thirty (30) days prior to the commencement of work.

- e. Contractor shall secure and maintain during the entire term of this Agreement Liquor Liability Insurance in the same terms, conditions and coverages as described under General Liability Insurance.
 - f. Contractor shall secure and maintain during the term of this Agreement Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (any auto), or any successor ISO policy form, with limits of not less than **one million dollars (\$1,000,000.00)** combined single limit per accident for contracts involving the use of Contractor's vehicles or district's vehicles when utilized by Contractor (autos, trucks, or other licensed vehicles) on the Premises or any portion of the fairgrounds.
 - g. The Contractor shall secure and maintain during this Agreement prior adequate "all risks" insurance coverage for loss of income, business interruption and other insurance covering merchandise and all types of equipment and property located in or on the Del Mar Fairgrounds. Such insurance shall include the personal property of its employees and agents. The Contractor shall require the same coverage for all subsidiaries, their employees and agents and all subcontractors. Such personal property coverage shall include, but not be limited to, motor vehicles, whether licensed or unlicensed, and mobile equipment, whether licensed or unlicensed.
3. **Additional Insured Endorsement**
The following statement regarding additional insured shall be included on all of Contractor's insurance certificates and policies:
"The State of California, the 22nd District Agricultural Association, the Del Mar Thoroughbred Club, their agents, officers, servants, and employees are made additional insureds in the comprehensive general liability, comprehensive automobile liability insurance, and property insurance, but only insofar as the operations under this Agreement are concerned."
4. **Waiver of Subrogation**
Contractor, its agents, employees and insurer(s), hereby release the 22nd District Agricultural Association and the Del Mar Thoroughbred Club, their agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way of subrogation or otherwise for any loss or damage which Contractor, as its agent or insurers may sustain incidental to or in any way related to Contractor's operation under this Agreement.
5. **Indemnification**
- a. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the State of California, the District, and the Del Mar Thoroughbred Club, and their respective agents, directors, and employees (collectively "State") from and against all claims, damages, losses and expenses, of every kind, nature, and description (including, but not limited to, attorneys fees, expert fees, and costs of suit) directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute, or regulation (including, but not limited to, the Americans with Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the State with respect to the sole negligence or willful misconduct of the State, its employees, or agents (excluding the Contractor herein, or any of its employees or agents.)

D. PERFORMANCE BOND

1. Surety

- a. The performance bond as stipulated in the RFP shall be furnished throughout the life of this Agreement, and all premiums for said bond shall be borne by the Contractor. Contractor agrees that in the event of cancellation or termination of said bond, a new bond, or irrevocable letter of credit as provided below, affecting the same guarantees to the District, shall be furnished by Contractor to District prior to the effective date of such cancellation or termination. All costs related to securing and maintain a performance bond or irrevocable letter of credit including interest paid shall be the sole responsibility of the Contractor and shall not be considered a reimbursable operating expense.
2. Irrevocable Letter of Credit
 - b. As an alternative to the furnishing of the performance bond as provided above, the District, at its option, may agree to accept an irrevocable letter of credit from a bank organized pursuant to the laws of the United States of America and domiciled in San Diego, California, which shall be for an amount not less than One Million US Dollars (\$1,000,000.00), available by draft of the District to be accompanied by the signed statement of the District in duplicate certifying that Premier Food Services, Inc. has failed to faithfully perform any obligation assumed by, or imposed upon said Contractor by this Agreement, which letter of credit shall be delivered to the District prior to the commencement date of this Agreement as provided herein. Contractor agrees that in the event of cancellation or termination of said letter of credit, a new letter of credit, or a performance bond, affecting the same guarantees to the District, shall be furnished by Contractor to the District prior to the effective date of such cancellation or termination.
 - c. Contractor hereby agrees that under no circumstances shall District be liable for damages to Contractor in the event that District should issue a draft or drafts against said letter of credit in an amount or amounts over and above that which may ultimately be declared to be the actual liability of Contractor to District.

E. RENEWAL, DEFAULT AND TERMINATION

1. Renewal

- a. *Notwithstanding language contained on Page 4, Section 2.20, of the RFP, District and Contractor will have the option to renew this Agreement for two (2) additional three (3) year terms. Both the District and Contractor will provide the other party with written notice of intention to renew no less than one-hundred eighty (180) days prior to the expiration of the initial term of this Agreement. It is understood that such three (3) year extension may be subject to re-negotiation of the terms, unless this Agreement is otherwise terminated in accordance with the provisions herein.*
- b. *In the event the parties do not reach an agreement on all new terms as of ninety (90) calendar days prior to the expiration of the initial term, then this Agreement shall terminate upon the expiration of the initial term and the District will release a Request For Proposals for food and beverage services. Failure to provide written notice to renew by either party, or failure to mutually agree upon the terms and conditions of a renegotiated agreement, will result in automatic termination of this Agreement upon expiration of the initial term.*

2. Termination for Contractor Default

- a. In the event Contractor defaults in any of the requirements, or fails to perform any material obligation or condition of this Agreement, Manager shall notify Contractor of such default in writing. Such notice shall be deemed delivered upon presentation to Contractor's Food and Beverage Service Manager. A copy of such notice shall also be sent to Contractor via certified mail.
- b. If the default is with respect to any payment required to be made by Contractor, Contractor shall correct such default within five (5) calendar days of receipt of notice of default from District. If the default is of a non-monetary nature, Contractor shall cure, or take all action necessary to begin the curative process, within ten (10) calendar days of receipt of notice of

default. In the event Contractor fails to cure or begin curing the default within the time specified, or such greater period as District may permit, District shall have all rights accorded by law, including the right to terminate this Agreement upon thirty (30) calendar days written notice. In the event the default is monetary in nature the Contractor will immediately forfeit the performance bond.

- c. In the event Contractor cannot perform its obligations under this Agreement because of a labor dispute involving Contractor's employees, such non-performance will not be considered a default, provided, however, that in the event of a labor dispute, District may operate the concessions until the labor dispute is settled to the extent permitted by law, including those regulations governing the sale of alcoholic beverages. In the event that Contractor is unable to perform its obligations due to such labor dispute for more than thirty (30) calendar days, District retains the option to terminate this Agreement upon an additional thirty (30) calendar days notice.
 - d. Termination of this Agreement by District upon default by Contractor shall be sufficient grounds for the forfeiture of the Performance Bond, detailed in *Section D, Performance Bond*, above.
 - e. Failure on the part of District to promptly notify Contractor of default in accordance with this section shall not be deemed a waiver by District of District's rights on default of Contractor or such default at a subsequent time.
3. Other Bases for Termination
- a. In the event a decree or order by a court having jurisdiction shall be issued a) adjudging Contractor bankrupt or insolvent; b) approving as properly filed a petition seeking reorganization of Contractor under any section of the Federal Bankruptcy Code, as amended; c) ordering or approving the winding up or liquidation of Contractor's affairs; d) appointing a receiver, liquidator or trustee in bankruptcy for Contractor its property; e) if Contractor shall institute proceedings to be adjudicated a voluntary bankrupt, shall consent to the filing of any bankruptcy or insolvency proceedings against it; f) if Contractor shall file a petition or seek reorganization under any state insolvency law, or shall admit in writing its inability to pay its debts generally as they become due, or take any action in furtherance of any of the aforesaid purposes; g) if Contractor shall abandon the agreement; or h) if a court shall have finally determined that Contractor has discriminated on account of color, race, religion, ancestry, national origin, or sex; then District may terminate this Agreement and all rights of Contractor to continue to operate the concession thereunder, upon thirty (30) calendar days written notice.
 - b. In the event of a termination of this Agreement, either through expiration of the term thereof or through termination for cause or in the event of temporary cessation of Contractor's ability to perform, Contractor shall surrender any alcoholic beverage license in effect for any of the Del Mar Fairgrounds to the Department of Alcoholic Beverage Control. Such surrender to be affected immediately upon notice.
 - c. Either party has the right to terminate this Agreement without cause, upon expiration of the initial term and any subsequent term. If it is the decision of either party to terminate this Agreement upon expiration of the initial term, such party must provide the other party with written notice of its decision to terminate at least one-hundred eighty (180) calendar days prior to the expiration of the term. An inventory of all supplies and inventories shall then be conducted by District and Contractor. Contractor shall be reimbursed for such supplies and inventories that have not previously been paid by the District as a Direct Operating expense.
4. Post Termination Obligations
- a. In the event that this Agreement is terminated upon Contractor's default, District shall assume control of the operation and all equipment installed at the Del Mar Fairgrounds and District shall continue to operate the same, to the extent permitted by law, until satisfactory

arrangements are reached with Contractor concerning the default, or until District shall obtain the services of another Contractor.

- b. During the period of operation by District, District shall be entitled to use all smallwares and equipment at the Del Mar Fairgrounds and any supplies and inventory of Contractor on hand and Contractor shall not be entitled to any monies received from such operations, except for reimbursement of the cost of supplies or inventories not previously charged as a Direct Operating Expense. Notwithstanding language contained on Page 6, Items VII and X, of this Agreement, District shall pay to Contractor any applicable Direct Operating Expenses and Management Fee(s) due or incurred by Contractor prior to termination, less expenses and losses incurred by District due to Contractor's default which exceed the \$1,000,000.00 Performance Bond.

5. Non-Waiver

No condoning, excusing or overlooking by the District of any default, breach or non-observances by Contractor at the time or times in respect of any covenant, proviso or condition herein contained shall operate as a waiver of the District's rights hereunder in respect to any continuing or subsequent default, breach or non-observance, or operate so as to defeat or affect in any way the rights of the District in respect of any such continuing or subsequent default or breach and no waiver shall be inferred from or implied by anything done or omitted by the District save only an express waiver in writing by the Manager. All rights and remedies of the District in this Agreement contained shall be cumulative and not alternative.

6. Notices

Until written notice of change of address is given by either party to the other by registered letter properly addressed, any notice with reference to the subject matter of this Agreement shall be deemed to have been sufficiently given when the notice is addressed as follows:

General Manager
22nd District Agricultural Association
2260 Jimmy Durante Blvd.
Del Mar, CA 92014

Chief Executive Officer
Premier Food Services, Inc.
7966 Arjons Drive
San Diego, CA 92126

F. PRODUCTS TO BE SOLD AND PRICES

1. Quality

- a. Contractor recognizes that the quality of items sold and services performed at the Del Mar Fairgrounds is a matter of highest concern to District and is the essence of this Agreement. District reserves the right to determine, in its reasonable discretion, whether a particular product complies with the standards of the District.
- b. Contractor's food and beverage services shall be of the highest quality attainable. Contractor shall keep all food and beverage service areas clean, orderly and sanitary at all times and in strict accordance with all applicable laws, ordinances, rules and regulations.
- c. All food, drinks, beverages, confectionery, refreshments and the like sold or kept for sale shall be first quality, wholesome and pure and shall conform in all respects to federal, state and local food and other laws, ordinances and regulations. No imitation, adulterated or misbranded article shall be sold or kept for sale. All merchandise kept on hand shall be stored and handled with due regard for sanitation. Leftover perishable merchandise which is not fresh and wholesome shall not be sold at any time.
- d. Manager shall have the right to reject the quality of goods or character of service and require that undesirable practices be discontinued or remedied.
- e. Contractor shall constantly endeavor to improve the operation with a view toward developing maximum Gross Revenues while maintaining quality service and products for the District's patrons.

- f. Contractor shall procure all food, beverage and operating supplies from local sources where possible, provided local sources meet quality requirements and are priced competitively.
- g. Contractor shall sell only foods that comply with all applicable federal, state and local laws, acts, orders, or regulations including, without limitation on the generality of the foregoing, the applicable sections of the following laws, acts and regulations:
 - The Food and Drug Act
 - Applicable Meat Inspection Regulations
 - The Humane Slaughter of Animals Act and Humane Slaughter Regulations
 - The Official Methods of Analysis and Association of Official Analytical Chemists
 - The Federal Department of Agriculture - Products Regulations
 - The Fish Inspection Act and Regulations
 - Meat and Canned Foods Act
 - Fresh and Processed Fruit and Vegetable Regulations
 - The U.S. Grain Act and Grain Regulations

2. Items to be Sold

Contractor shall sell those products, commodities and articles normally found in operations of this type. The District may require Contractor to sell items which, in the District's discretion, are necessary for the operation of the foodservice facilities and may also limit or require discontinuance of the sale of any products, commodities or articles which the District deems to be not in the best interest of the operation of the food services.

- a. As a matter of general policy, prices shall be consistent with those charged at comparable restaurants, bars, snack stand facilities, hotels, stadiums, convention centers, arenas, etc., for the same quality merchandise and services within California and the West Coast Region of the United States of America and the San Diego region.
- b. Prices must be posted on displays in all mobile and stationary concession stands and bars. The Manager shall be the sole and final judge for prices, sign quality, size of letters and propriety of any advertising proposed.
- c. Contractor shall submit a detailed price schedule based on current market conditions for all items it proposes to sell showing size, weight, quantity and prices of items. This includes items sold in the bars, concession stands, by third party vendors, catered services, mobile "special emphasis" food service areas, in vending machines, etc. All prices finally adopted will require approval of the Manager.
- d. The Manager and Contractor shall, on a quarterly basis, or as deemed necessary by the District or Contractor, review the general price structure of all commodities sold and may, by written agreement, increase or decrease the maximum price of size of any article or articles offered for sale.
- e. If Contractor desires to offer for sale any article not included in the approved price schedule, menu, or alcoholic beverage list, then Contractor may be allowed to do so after first obtaining written approval of the Manager to sell such articles. If the Contractor desires to substitute an article listed in the approved price schedule, prior written approval must be obtained from the Manager as to the quality, size, weight, quantity and price of such substitute article.
- f. Contractor will not sell any products of inferior quality. All items to be sold require the approval of the Manager. The District shall not require Contractor to rely exclusively on one seller or manufacturer's item(s), but several manufacturers or sellers may be used or the

Contractor's original source may be changed in the interest of quality, competition and public appeal, as required by the Manager.

- g. All merchandise kept for sale shall be subject to inspection and approval or rejection by the Manager during this Agreement. Contractor shall immediately remove from the Fairgrounds all rejected merchandise and it shall not be returned for sale.
- h. The Contractor shall purchase, sell and feature locally (San Diego County) purchased products, as long as said wholesale prices are competitive with similar products available on the open market.
- i. The Contractor, or its sub-contractors, shall not sell any chewing gum, cotton candy or sno-cones, either manually or through vending machines, without specific written approval by Manager

3. Procurement Policy

Contractor shall purchase food, beverages and operating supplies, such as uniforms, laundry service, paper goods and detergents needed for the foodservices to be supplied hereunder from whatever source or sources that will establish and affect procedures which assure the quality and quantity required at the most economical prices, it being understood that Contractor shall avail itself of all lawful trade, case, quantity discounts and rebates and all such discounts and rebates shall inure to the benefit of the foodservice operations herein. Contractor shall adhere to the Minimum Purchase Specification Requirements of the District, provided in *Exhibit E* of this Agreement. All such purchases shall be in Contractor's name, and payment shall be made directly to the supplier.

Contractor will hold the District harmless from actions by suppliers and will permit no liens whatsoever to be placed against the property of the District as a result of the failure of Contractor, its agents, contractors and/or sub-contractors to make all payments required of them in this connection.

4. Inspection & Sampling

All merchandise kept for sale shall be subject to inspection and approval or rejection by Manager, or his duly authorized representative, during all times that the concession is in operation. Rejected merchandise which poses a health risk or is materially below the standards established by Manager shall be immediately removed from the Del Mar Fairgrounds and shall not be returned for sale. Manager reserves the right to examine and/or sample Contractor's products at any time for the purpose of assessing quality and portion controls.

5. Approval and Pricing

- a. Manager shall meet with Contractor to review products and prices at least on an annual basis, on or about March 1 of each year, with a target effective date of June 1. At such time, Contractor shall submit for Manager's approval a survey of prices charged by comparable facilities and a detailed written price schedule for all products it proposes be sold showing size, weight, grade, cost and price of item, as well as a price list for standard catering functions.
- b. All products and prices of products to be sold during the thoroughbred racing season shall also be approved by a representative of Track Operator. However, District shall retain the right of final approval of all prices charged during the thoroughbred meet. Prices may be changed only with Manager's prior written approval. Whenever unique economic conditions result in unusual cost increases to Contractor, Manager may consider a request by Contractor for price changes at times other than the annual date specified above. Approval of price changes shall not be unreasonably withheld.

6. Menus

- a. Contractor shall plan and prepare imaginative menus in consultation and coordination with the Manager and District Board of Directors and in accordance with their specifications. Quantities, portions, prices of banquet/meeting meals and prices of concession snack items

- for all food and beverages shall be approved by the District according to its requirements. Only foods and beverages which are wholesome and of the best quality, in the opinion of the District, shall be purchased and served.
- b. Contractor, upon request of District, shall prepare appropriate sample menus for distribution to prospective users of the Fairgrounds. All menus shall include the courses available, prices and date of distribution; all menus shall be approved by the Manager prior to distribution.
 - c. Contractor shall ensure that all food service functions provided by Contractor are arranged through the District's Facility Representatives. All functions on the Fairgrounds must be posted for review in advance on the District's Master Calendar.
7. Alcoholic Beverages
- a. Contractor shall maintain, as a Direct Operating Expense, all licenses and permits required for the legal sale of alcoholic beverages. This shall include an alcoholic beverage license expressly for the Del Mar Fairgrounds, subject to the provisions of the alcoholic beverage laws of the State of California. Contractor shall have the right to sell alcoholic beverages at all events unless otherwise designated by Manager. Any decision by Manager regarding alcoholic beverages shall be made in compliance with Department of Alcoholic Beverage Control regulations, any other applicable law, or District's rules and regulations.
 - b. Contractor shall at all times exercise prudent, reasonable and experienced judgement in the serving of alcoholic beverages at those events for which it has the responsibility of serving alcoholic beverages. Contractor shall utilize only qualified and supervised personnel with training and experience in the sale of alcoholic beverages. The decision to refuse service of alcoholic beverage to any individual shall be the sole responsibility of Contractor.
 - c. Contractor must provide an Alcohol Awareness Training Program for its staff, i.e. TIPS, TEAMS, etc. and provide District with complete information regarding same. The costs for such training shall be considered a Direct Operating Expense.
 - d. The types of functions at which wine, beer, or other alcoholic beverages are sold shall be subject to policies and procedures established by the District. If any licensee, with the prior approval of the Manager, requires that its patrons be allowed to bring alcoholic beverages upon the premises, then Contractor may have the exclusive right to sell ice, cups, and beverages, commonly referred to as set-ups, and to levy corkage charge during such functions at a price approved by the District.
 - e. With prior Manager approval, nonprofit charitable organizations may be permitted to provide their own supply of wine for banquet services only, and will be charged a corkage fee of \$8.50 per bottle. In no event will any Licensee or Lessee of District be allowed to dispense alcoholic beverages to the public on the Del Mar Fairgrounds, by the bottle or by the drink, either for "free" or for sale. All alcoholic beverage services either to the general public or to private groups must be conducted by and under the supervision of Contractor, unless specified by Manager.
 - f. Nothing herein is intended to confer upon District control or discretion with respect to any products subject to the provisions of the California Alcoholic Beverage Control Act or interfere in any way with the enforcement of that Act or the rules and regulations thereunder. Contractor is not restricted in any way as to the selection of manufacturers or brands of any product subject to the California Alcoholic Beverage Control Act to be sold under the provisions of this Agreement.

G. OPERATIONS

1. Exclusivity

- a. It is the District's intent that Contractor shall have the exclusive right to provide food and beverage services for events and functions held on District property. However, nothing contained herein shall limit in any way the District's right to exempt, in part or in their

entirety, certain activities, events, and facilities from these services, at District's sole discretion. This includes, but is not limited to, any future development on District property, such as a hotel, restaurant, or other public facility.

- b. When an event or function is excluded from Contractor's services, then Manager, at his sole discretion, may negotiate a buyout of Contractor's estimated Management Fee that would have applied for that event or function. In no way is this a guarantee of such buyout for Contractor and it shall not apply to any future facility development.

2. Control

- a. The District shall, through its Manager or other designee, be the final authority with regard to all aspects of the control, management and performance of the foodservice herein provided for and all requests, procedures, approvals or changes shall be submitted through this designee.
- b. Except as otherwise expressly stated herein, Manager shall decide any and all questions which may arise as to the acceptability of services rendered, the manner of performance, the interpretation of the conditions and specifications of this Agreement, and all questions as to the acceptable fulfillment of this Agreement, except that actual termination shall only be accomplished with District's Board of Director's approval.

3. Service Standards

- a. Contractor shall provide a first class standard of service and value to the guests patronizing the foodservice facilities and the District or its designee may request such changes or alterations as it may deem desirable. Such requests will not be unreasonably denied.
- b. In particular, Contractor shall provide at all times a sufficient number of employees to serve promptly and efficiently and in a courteous manner satisfactory to the District. Contractor shall avoid unnecessary overstaffing. All such employees shall be clad in clean and neat uniforms satisfactory to and approved by the District.

4. Rules & Regulations

Manager shall issue reasonable written rules and regulations for the operation of food and beverage services and Contractor shall operate food and beverage services in accordance with such rules and regulations, which may be amended by the parties from time to time.

5. Public Access

- a. The rights of any other licensee and the public shall not be infringed upon by any activity of Contractor or any of Contractor's employees. The activities of Contractor shall be such as to render service to the public in a safe and dignified manner. Contractor shall cause its employees to abide by the rules and regulations herein as to the conduct of all employees at the Del Mar Fairgrounds.
- b. Contractor shall operate the spaces designated for the purpose of the sale to the public of beverages, food, confections, retail merchandise and sundries on behalf of District for the convenience of the public during all designated events and at such other times as shall be reasonably required by Manager. Such operations must be conducted so as not to interfere, through noise, odor, or otherwise, with any other contractor's, patron's, or licensee's enjoyment of the Del Mar Fairgrounds.
- c. The public's right shall not be infringed upon by any activity of Contractor or any of its employees. The activities of Contractor shall be such as to render service to the public in a dignified manner and no pressure, coercion or persuasion shall be used by Contractor in an attempt to influence the public to use the services or product of Contractor. All concession sales shall be conducted and operated under the supervision of Contractor, but shall in no way interfere with the orderly operation of any event. Contractor shall conduct all sales at such times and at locations for such purpose as designated by the Manager. Contractor will not circulate throughout the premises for the sale of any merchandise, except with the permission of the Manager.

6. Contractor's Access

- a. The District shall have the right to refuse access to its facilities at any time to any employee of Contractor, its agents, subcontractors or suppliers' employees. The exercise of this right shall not diminish Contractor's obligation of performance arising under this Agreement, provided that the District shall allow Contractor to have access to said facilities at times sufficient to fulfill said obligation.
- b. The rights of access for personnel shall be limited to those parts of the District's premises available for common use (e.g., entrances, hallways, stairways, concession areas, lounges, kitchens, cafeteria, banquet area(s) and food preparation areas), but shall not include a right of access to other parts of the Fairgrounds unless specifically otherwise requested by the District. Contractor will be responsible for requiring employees to abide by all instructions, regulations and codes as specified by the District.
- c. Contractor shall remove from the foodservice operations any employee whom the Manager considers detrimental to the best interests of the District.

7. Political & Commercial Literature

Neither Contractor nor its employees shall distribute campaign or political literature or any commercial solicitation literature of any kind, at any time, in or on the premises of the Fairgrounds or other District property.

8. Suspension of Service

The District reserves the right to direct Contractor to partially or completely suspend service during those events with which full Contractor operation may be incompatible in the opinion of the Manager.

9. Contractor's Use of Facilities & Equipment

- a. The District will furnish to Contractor, for the term of this Agreement, the use of existing storage and kitchens, as well as existing foodservice equipment and smallwares, in accordance with *Exhibits G & H*. All such equipment and smallwares shall remain the property of the District.
- b. Contractor hereby agrees to accept the food and beverage equipment and smallwares, in the condition in which it is received by Contractor, at the commencement of this Agreement. Contractor shall maintain the foodservice facilities in first-class condition and shall maintain the foodservice equipment and smallwares in operable and presentable condition (except ordinary wear and tear) and conduct the business generally at a high level of cleanliness and neat appearance. The Manager shall be sole judge as to the sufficiency of the cleanliness and neatness of appearance of the premises and equipment with the power to order any changes or alterations thereto that he may deem desirable.
- c. Contractor shall be responsible for ensuring the appropriate maintenance and repair of said equipment is accomplished during the term of this Contract. Contractor will cooperate with the District's maintenance personnel in the development and institution of a comprehensive preventative maintenance program.
- d. The Contractor is responsible for insuring that an adequate inventory of food service equipment and small wares are present and available as necessary on the Del Mar Fairgrounds to provide full services to the patrons of the Del Mar Fairgrounds at all times.

The District loans the Contractor its inventory of food and beverage service equipment and small wares to conduct its business. The responsible and proper management and control of this inventory is important to the District. The mismanagement of the equipment and small wares has a direct effect on the profits experienced by the District and the Contractor. The costs to manage, maintain, repair and replace the equipment and small wares will be a direct operating expense.

The Contractor is expected to set up policies and guidelines designed to responsibly manage and control the District's equipment and small wares inventory. In addition, the Contractor is expected to provide an automated inventory control system designed specifically for inventory management to manage and control the inventory daily. Excel spread sheets or other forms of generic data bases are **not** acceptable. The Contractor will work with the District's IT department on specifications for this software, and must install an automated inventory tracking system that, at a minimum, must track inventory items utilizing; a user generated alpha numeric stock code; detailed descriptions; multiple units of measure; stock classifications; and quantity on hand at multiple stock locations. The automated system must track and capture the history of each stock coded item. It must track and allow for the issuing and receiving of equipment or small wares from one location to another, the issuing of small wares to specific events or job costing, receipt from purchases, purchase costs and average unit cost. It must allow for the shrinkage of small wares and equipment by location and or event. The system must be capable of generating reports on the inventory at will. Monthly reporting showing the inventory on hand, its location and value based on average unit cost. Monthly reports on this inventory must be provided as directed by the District.

The District owned equipment and small wares must at a minimum, be physically inventoried one time annually. This inventory must be completed by January 31st. The inventory will be conducted by an accredited outside contractor, under the direction of the District and its cost will be included as a direct operating expense. The Contractor is expected to fully cooperate and coordinate with the selected outside contractor and the District to insure the inventory is thorough, accurate and completed in a timely manner. If the District feels the inventory is being mismanaged the frequency of the inventory may be increased at the District's sole discretion. Annual small ware purchases cannot be placed until the inventory is completed.

Some shrinkage (loss due to wear, breakage and theft) in the inventory is expected and the shrinkage and purchases of new or replacement small wares is considered a direct operating expense. Through proper management, the Contractor is expected to keep the inventory shrinkage and purchases to a reasonable level. Annual shrinkage levels greater than twenty (20) % of the total value will be considered unacceptable. The District will retain ownership of all new or replacement small wares.

- e. Contractor shall, from time to time and with the prior written approval of the District, have extraordinary repairs performed on equipment or purchase additional or replacement equipment as required for the proper operation of the foodservices. Such expenditures shall be from the Reserve Fund, in accordance with the approved budget, unless otherwise approved by the Manager, and shall remain the property of the District.
- f. Any equipment provided by Contractor, which shall remain the property of Contractor, must be identified as such prior to arrival.
- g. The District's food and beverage facilities and equipment shall be used solely for the conduct of services described herein. The areas to be occupied by the Contractor may be subject to increase or decrease from time to time. The District will designate which space or areas the Contractor may use in the performance of its responsibilities to conform to the priorities established by the District.
- h. The Fairgrounds foodservice facilities shall not be used by Contractor for off-site food functions except for Fairground's licensees. Should Contractor utilize the Fairground's foodservice facilities for off-site food functions for District licensees, Contractor must obtain written approval of the Manager at least two working days before the function. All such services are to be considered part of Gross Revenues.
- i. The District will furnish spaces for office, money counting, and record keeping purposes of Contractor for the term of this Agreement. Use of this office space for purposes other than

operations of the District, without prior written approval of the Manager, may result in revocation of the use of this space.

- j. Location of all mobile concession stands and auxiliary storage space required by Contractor must be approved by the Manager. Contractor shall acquire no rights to such locations once assigned, and the District reserves the right to require Contractor to move mobile stands and equipment and to relocate items from any auxiliary storage space when needs of the District or other events require the use of these locations.
- k. Contractor shall furnish, as a Direct Operating Expense, all common and skilled labor for the setting up and dismantling or moving of mobile or temporary food and beverage facilities in such locations as may be agreed upon between Contractor and the District.
- l. Contractor and its employees shall be entitled to enter upon and remain in the premises with access to designated areas for work purposes only during events at the Fairgrounds and for a reasonable time prior to and subsequent to events, and only for the purpose of exercising the rights and privileges authorized herein. This paragraph shall not exclude Contractor's reasonable access to office areas for the conduct of normal business activities associated with this Agreement.
- m. Contractor shall return to the District the facilities and equipment in a neat and tidy condition and in good operating order (less normal wear and tear) at the expiration or other termination of this Agreement.

10. District Control of Facilities

- a. Nothing herein contained shall be held to limit or qualify the right of the District to free and unobstructed use, occupation and control of the Fairgrounds and ingress and egress for itself, its tenants and the public.
- b. Representatives of the District shall have the right to enter upon and have access to all occupied office areas of Contractor when Contractor's employees are present. District representatives may enter all other food service areas at any time, as deemed necessary by the District.

11. Events Schedule

District shall give the Contractor advance notice of the nature of scheduled events and such information as is available regarding the probable attendance at each event. Every effort will be made by the District to notify the Contractor of cancellation of previously scheduled events to which due notice has been given the District, but no liability shall evolve upon the District for failure to deliver notice of cancellation. The Contractor on the other hand shall be held accountable for furnishing full and adequate service, as determined by the District, for the full period of time required for any event of which the Contractor has had notice. Further, nothing contained herein shall be interpreted to limit Contractor in taking the initiative to obtain event information from the District in a timely manner.

12. Foodservice Provision

Contractor shall organize, put into service and manage efficiently the following Fairgrounds facilities:

- a. Food Service Administrative Offices
- b. Kitchen Areas
- c. Concession Stands
- d. Restaurants
- e. Mobile Food Stands and Bars

13. Types of Service

In addition to the normal concession and catering functions Contractor will provide on the Fairgrounds, Contractor may be required to provide specialized services normally associated with

convention/trade show activities. These specialized services shall include, but not be limited to, the following:

- a. Room Service – This activity involves the distribution of various snack-type and catered meals in the meeting room areas utilized by tenants. This type of service is similar in function to the room service normally associated with hotels. Characteristics of this service are similar to the following:
 - i. Food items ordered by quantity, i.e. dozens, as opposed to number of individuals to be served.
 - ii. Service usually requires constant and frequent attention by Contractor to ensure food and beverage items are fresh and in adequate supply.
 - iii. Coffee service at stations located within a show office or in meeting room areas, normally sold in quantity amounts, i.e. per gallon, etc.
 - iv. Water and tablecloth service.

NOTE: The District will impose certain transportation and storage requirements and restrictions so as not to conflict with traffic access and egress before, during and after scheduled events.

- b. Exhibitor Services – This function is usually associated with conventions/trade shows in which various areas within the Fairgrounds are utilized for display purposes. Exhibitor services, chargeable to the exhibitor at a rate agreed upon by the exhibitor and the Manager, shall include, but not be limited to the following areas:
 - i. Food and beverage items provided to exhibitors as a method of entertaining clients.
 - ii. Product storage and/or refrigeration and delivery of same.
 - iii. Product preparation - This area would involve the preparation, i.e. cooking, assembly, etc., of exhibitor product(s) with appropriate delivery where required.
- c. Personnel Service – On various occasions, Contractor may be called upon to provide personnel for special purposes such as bartending, waiter/waitress, host/hostess, or other activities. The special personnel services are not to be confused with the normal personnel required by Contractor to meet Contractor's responsibilities to provide service to the tenant in fulfillment of the obligations set out within this Agreement.

14. Vending Machines

- a. Vending machines shall not be used, either by Contractor or any sub-contractor, except with the prior written approval of the Manager.
- b. Contractor shall submit a written proposal concerning items to be sold, suggested prices, type and style of machines and recommended locations, for the consideration and approval of the Manager. Contractor shall also submit an explanation of vending control methods.
- c. All sub-contracts for vending concessions must be pre-approved in writing by the Manager and Contractor shall be responsible for the supervision of such sub-contractors.
- d. The District currently has an exclusive agreement with Pepsi for all soft drink concessions and vending machines on the Fairgrounds.

15. Public Sampling

- a. Contractor agrees that nothing in this Agreement shall be construed to prohibit a tenant or sponsor of the Fairgrounds from exhibiting any merchandise or article in connection with an exhibit or other type of event, or from dispensing free samples of food products, beverages, or merchandise. District shall retain all related sponsorship revenues.

- b. Such sampling is subject to prior approval of the District, but normally will be restricted to quantities smaller than normally offered for sale by Contractor, as follows:

- Food – 2 oz. portion
- Beverage – 4 oz. cup

16. Hours of Operation

- a. Contractor's hours of operation shall be determined by mutual agreement of the Contractor and Manager, subject to certain restrictions as provided below ("Restrictions on Sales").
- b. All concession sales shall be conducted and operated in such manner as not to interfere with the orderly operation of events held within the Fairgrounds. Sales shall be conducted only from and at locations approved by the Manager.
- c. Without invalidating this Agreement, the District may, from time to time by written advice to Contractor, change the hours of operation substituting a new schedule for the one currently in place. Such specified schedule or schedules shall be binding on the parties hereto when signed by the Manager.
- d. Contractor shall have concession services open and in operation a reasonable time during all events, as may be requested or approved by the Manager. The concession services shall not be in operation when there are no events, except as may be approved by the Manager.

17. Use of Premises by Others

- a. Contractor shall not permit the private use of any part of the premises. Only the District may authorize such use.
- b. Contractor understands and agrees that the Fairgrounds may lease space for certain major functions which have as their primary purpose the preparation and consumption of food and beverage of specific geographical derivation, in which case the Manager may grant a tenant permission to sell or otherwise dispense food and beverage products. In such cases, Contractor may charge a reasonable fee for the tenant's use of the food services area and equipment used by Contractor pursuant to this Agreement (which fee shall be subject to the prior written approval of the Manager) with the revenues thus gained by the Contractor to be accounted for as Third Party Sales and included in Gross Revenues.

18. Restriction on Sales

Contractor understands and agrees that the District's contracts with tenants for particular functions may stipulate reasonable restrictions on the sale of food, beverages and concession items, where necessary, to protect the goods on display or where necessary because of the nature of the function. District shall not be obligated to compensate Contractor in any way for these functions.

19. Food Preparation

When and if a restaurant/café or a temporary food service, i.e., mobile "special emphasis" food service area, is in operation, food served must be cooked and prepared by the chef on the premises of the Fairgrounds, with the exception of baked goods and standard canned and packaged items. Any deviation from this requirement must have prior written approval of Manager.

20. Food Handling

- a. Contractor shall inspect all merchandise upon delivery for quality and quantity compliance with the original order and shall store all food and beverage merchandise in proper areas in sanitary containers which are dated for effective rotation of stock on a first-in, first-out basis. Contractor shall cover all refreshments and food exhibited for sale in showcases or other suitable containers. Contractor shall wrap all pre-packaged sandwiches, cakes and other similar products in cellophane or similar transparent wrapping appropriate to the food service industry.

- b. Contractor agrees to operate the foodservice facilities and perform all work in connection therewith in a professional and resourceful manner, complying with all public health regulations to the satisfaction of authorized Department of Health officers and the District.

21. Deliveries

Contractor shall monitor the movement of products in and out of the foodservice areas to avoid all conflicts with other Fairground functions. Contractor shall cover or otherwise protect all food, beverages and food handling equipment being moved through public areas.

22. Damages

The District shall not be responsible for any goods, merchandise or equipment owned or leased by Contractor and used, maintained or stored on District property, nor will it be responsible for damage resulting from a power failure, flood, fire, explosion, vandalism and/or other causes.

23. Removal or Replacement of Equipment

No equipment or product will be removed from the facility for any purpose without the prior written approval of Manager. Contractor shall submit a written request for prior approval by the Manager before replacing any of District's equipment, smallwares, utensils and/or fixtures used in the handling, preparation and service of foods and beverages.

24. Sub-Contractors

- a. Contractor shall also coordinate and oversee the Fairgrounds operations of its sub-contractors, such as Roxy, Pizza Hut, Rubio's, etc., in accordance with agreements that have been pre-approved in writing by Manager.
- b. All subcontractor agreements must specify that the District and the State of California are indemnified and held harmless, and the District must be named as additional insured on all subcontractor's insurance policies. District assumes no responsibility or liability for any subcontractor's goods or equipment on District property.
- c. The District reserves the right, upon reasonable notice, to remove any subcontractor from the premises whose background, performance and/or general methodologies are deemed by the District as not in the best interests of the overall Fairgrounds operation.

25. Catering Functions

Contractor shall provide all set-up and tear-down labor and equipment for all satellite kitchens for catering functions. All table decoration, skirting, water service, etc. may also be the responsibility of Contractor. All such costs shall be treated as Direct Operating Costs. Overall appearance standards shall be subject to Manager's prior approval.

26. Tables and Chairs

The District shall furnish tables and chairs to tenants for catered events, up to the quantity actually owned by the District and available for such use, or shall contract with a supplier for said items. All fee charges for the use of these tables, chairs and dance floors at a catered event shall be directly billed to the tenant(s) and retained by the District. The District may require the Contractor to bill said fees directly to the tenant and remit said fee to the District. When Contractor bills said fees, they shall be excluded from Gross Revenues. The fee shall include labor furnished by District for set-up, dismantling and cleaning.

27. Advertising

- a. Contractor shall not advertise in any manner or form, on or about the Del Mar Fairgrounds except by means of such signs or forms of advertising as have been approved by Manager in writing.

- b. Contractor shall have no right to use trademarks, symbols or trade name or names of Fairgrounds directly or indirectly, in connection with any production, promotion, service or publication not located in the Fairgrounds, without the prior written approval of the Manager.
- c. Contractor shall not advertise or promote in any manner its other services provided elsewhere or not covered in this Agreement.

28. Logos

All artwork and design specifications for logos to be displayed on all uniforms, plastic and paper cups, containers, napkins, matchbooks, etc. will require the prior written approval of Manager.

29. Track Operator

In accordance with the terms of the lease executed between the State Race Track Leasing Commission and the Del Mar Thoroughbred Club (Track Operator), dated December 19, 1989, daily operational authority of all food and beverage services during live thoroughbred racing will pass from Manager to Track Operator. This will occur approximately ten (10) calendar days prior to and ten (10) calendar days after the live thoroughbred race meet. Requirements for all fiscal activity set forth by this Agreement must still be met and remain under District's authority.

30. Working Capital

Contractor shall be required to provide sufficient levels of working capital, (till funds, petty cash, and operating expenses) to service the patrons of the Del Mar Fairgrounds adequately at all times. If the Contractor chooses to borrow working capital it must be approved in advance by the District. Interest charges are not eligible as a direct operating expense without advanced approval of the District.

31. Compliance with Law

All Contractor's operations shall materially comply with the jurisdictional laws, regulations, and ordinances of the United States Government, the State of California, the City of Del Mar and the City and County of San Diego. Contractor shall procure and keep in force during the term of this Agreement, all applicable permits and licenses required by all pertinent laws and regulations of the United States government, the State of California and the City of Del Mar and County of San Diego. Contractor must secure and comply with all requirements for a "bona-fide eating place license" from the Alcoholic Beverage Control Board.

32. District Discounts

- a. Catering for District functions, such as staff meetings and Directors Dining, shall be provided at a discount, as directed by Manager. If specified by Manager, catering for the Del Mar Thoroughbred Club staff functions shall also be provided at a discount. Tax and gratuity for these functions shall be based upon the discounted charges. Food and beverages shall not be discounted to such an extent that the District is subsidizing these goods, either in part or in entirety.
- b. In addition, District employees shall receive a discount designated by Manager at all Contractor's concessions. This discount shall apply to all District employees, both permanent and temporary, as well as the District's parking and peer security contractors' employees, while working on the Fairgrounds. This discount does not apply to alcoholic beverages with the exception of special District or DMTC functions pre approved by the District Manager. A valid District identification badge must be presented to receive discount. Contractor shall follow the procedures specified by the District's CFO in the administration of this employee discount.
- c. Contractor's Management Fee shall be calculated based upon the net profit prior to discounts, with the exception of any discounts associated with the District and its employees, as detailed above.

33. Emergency

- a. The obligation of any party to perform any acts hereunder shall be suspended during the period such performance is prevented by acts of God, war, riot, invasion, fire, accident, strike or walkout, or by government interference, regulation, appropriation, or rationing or by inability to secure goods or materials or shipments or because of other conditions similar to those enumerated above, beyond the control of the party obligated to perform.
- b. In the event that Contractor is unable to provide the services or a portion of the services covered by this Agreement, for any reasons specified in the preceding paragraph, the District is duly authorized to provide such service or portion thereof, in such manner as it may deem proper and to use therefore any of the food or supplies of Contractor which are available provided that the District, as may be applicable, shall reimburse Contractor for such food and supplies actually used at the actual cost thereof to Contractor.

34. Altering Facilities

- a. Contractor shall not alter, add to or in any way vary the foodservice facilities or make any alterations or installation without having first obtained the consent in writing of the Manager, provided that payment of all such alterations and/or additions be negotiated between the District and Contractor and shall inure to the benefit of and become the absolute property of the District.
- b. Upon commencement of Contractor's operations, the parties shall conduct a joint inventory and condition survey of the equipment, furnishings and fixtures included with the premises occupied and used by the Contractor and make a written record thereof, with each party indicating by authorized signature its acceptance of said written record. Any additional equipment for use in the food and beverage service areas added by the Contractor must be approved in advance in writing by the District.

35. Unlawful Pursuits

Contractor shall preserve the District's foodservice facilities in good order and shall prevent any unlawful pursuits.

H. PERSONNEL

1. General Standards

Contractor shall select, employ, train, furnish and deploy employees who are proficient, productive, and courteous to patrons; and shall discipline, and if necessary, discharge any and all personnel working in this operation. Contractor shall also provide adequately trained relief personnel in the event of absences by primary staff.

2. Conflict of Interest

Contractor shall not hire any person for any position that may create any real or perceived conflict of interest.

3. Employee Screenings

- a. The District reserves the right to require Contractor to conduct screening or testing of all employees for suitability, provided such requirement does not violate current collective bargaining agreements.
- b. The District requires that all Contractor's employees engaged in the preparing, handling, serving and storing of food, must meet State and local Health Department requirements, including any necessary health screenings.
- c. When requested by District, examinations of all employees are to be conducted by a competent physician or clinic, approved in advance by the District, and satisfactory results are to be reported and forwarded to the Manager for approval prior to the employees reporting to work at the Fairgrounds. All costs related to such tests shall be considered a Direct Operating Expense. All foodservice employees' medical reports shall be kept on file at the Fairgrounds and kept up to date.

- d. In the event that any employee refuses health inspections, the manager shall remove the employee from the foodservice operations.

4. Supervision

- a. Contractor shall furnish all necessary qualified supervision for the performance of the food and beverage service and agrees to assign to this operation a highly competent, full-time resident food and beverage manager who shall have no duties other than direction of this operation. Contractor shall secure in advance the District's approval of the manager for this assignment and, once assigned to this operation, such manager shall not be replaced without approval of the District.
- b. Contractor's general or assistant managers shall be available at all food and beverage functions.

5. Replacement of Manager

- a. If at any time the District finds that Contractor's manager or his/her alternate is unsatisfactory, and such causes and reasons are duly reported in writing by the District to Contractor, the Contractor shall, within thirty (30) calendar days, unless specifically extended in writing by the Manager, replace him/her with a manager who is satisfactory to the District. If, at any time Contractor's manager desires to leave the Fairgrounds operation, then such current manager will provide the replacement manager with detailed training as necessary and required before changing his/her position.
- b. Should Contractor's manager be transferred to another location within the company in less than one (1) year's time from date of his/her work commencement under this Agreement (other than voluntarily leaving the employ of the company or the parent company), Contractor will pay the District a management penalty fee of \$40,000.00. This penalty shall not apply if such transfer is at the request of District due to unsatisfactory performance by such manager.

6. Fair Wages

Contractor shall comply with all wage practices and laws of the government of the United States and shall also comply with all California and Federal laws and regulations governing employment and conditions of employment. Wages payable to any personnel hereunder shall at the commencement of this Agreement be in accordance with approved union contracts.

7. Tipping Policy

Contractor employees at the Fairgrounds will not solicit or accept tips or other gratuities, except as noted below. This policy includes the practice of accepting tips often given to key people following a convention by meeting planners.

Exception: Employees may accept, but not solicit, tips in any cash bar or restaurant environment. However, the following is still prohibited:

- tip jars which are in view of any guest,
- "salting" of the bar top with money to solicit tips,
- allowing tips to remain on bar tops or trays.

Failure to follow these procedures may result in severe disciplinary action.

8. Catering Gratuity

Current catering gratuity is 19% of actual catering charges. The distribution of this shall be based upon current union contract and the guidelines and must be approved by Manager. Any changes to the gratuity percentage or its distribution must be approved in advance by the District Manager.

9. Discrimination

- a. Contractor shall not discriminate against or restrict any person, with respect to opportunity for employment or conditions of employment, because of race, color, religion, national origin, age, disability, marital status or sex. Contractor will comply with all applicable local, state and federal laws relating to employment practices.

- b. Upon final determination by a court of competent jurisdiction that Contractor has violated this provision, District may terminate this Agreement, as detailed in *Section E, 3-a, "Other Bases for Termination"*.

10. Sales Professionals

A minimum of two (2) management level full time equivalent positions shall be designated as full time sales professionals for services under this Agreement.

11. Employees of Contractor

Personnel supplied by Contractor will be deemed employees of Contractor and will not for any purpose be considered employees or agents of the District. Contractor assumes full responsibility for the actions of such personnel while performing services pursuant to this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding and income taxes, unemployment insurance, workers' compensation, and Social Security) and the like, as required by applicable federal, state and local laws.

12. Worker Retention and Organize Labor Agreements

The District requires that the food and beverage service provider adopt a worker retention program which includes the following elements:

- a. Retention - The food and beverage service provider must retain for at least 120 days all non-supervisory workers who are currently employed. During this 120 day trial period employees may not be discharged without just cause. In determining just cause, the District shall defer to any determination of "cause" or "just cause" under the grievance procedure of the applicable collective bargaining agreement, if any.
- b. The Principle of Seniority – If the food and beverage service provider determines that fewer workers are required than employed previously, the provider shall retain employees by seniority within a job classification.
- c. Incumbent Worker Pool – For at least 24 months, the food and beverage service provider shall create and maintain a pool of incumbent workers of any employees not retained and who have not been discharged for cause, and shall hire additional employees as needed from this pool.
- d. Good Faith Effort – The food and beverage service provider must commit to negotiating in good faith with local labor representatives to prevent any disruptions in operations at the Fairgrounds.
- e. Enforcement – The employees employed by the food and beverage service provider under contract are the intended beneficiaries of this provision and may enforce it without the District's involvement.

13. Unit Staffing Labor & Personnel Training Practices

Prior to commencement of services under this Agreement, Contractor shall furnish to the District a written statement setting forth the names of all employees, the commencement date of the employment at the Fairgrounds of each employee, and the duties to be performed by each. Contractor shall also furnish to the District monthly, a written statement setting forth the names of new employees and persons ceasing to be employed at the Fairgrounds.

In addition, Contractor shall:

- a. Prior to commencing work, describe in writing its good faith efforts regarding the Fairgrounds Equal Opportunity Employment Program.
- b. Provide the number of entry level employee hours to be devoted to formal training for the staff at the Fairgrounds during the first two (2) weeks of employment and annually thereafter.

- c. Submit a copy of Contractor's Employee Handbook.
- d. Provide a written description of recruiting techniques and sources of non-management labor.
- e. Provide a written description of personnel policies and practices.

14. Contractor's Employee Meals

Employees of Contractor may receive discounted meals immediately prior to or after their shift, in accordance with the policy determined by Manager.

15. Uniforms

Selection of type, color, style and dress code of uniforms will be at the discretion and approval of the Manager. Contractor must provide a choice of uniform styles and availability at District's request. District will consider Contractor to be the sole contact and responsible for the services it or its agents provide. Additionally, the condition of the hygiene and appearance of employees is Contractor's sole responsibility, notwithstanding the fact the District's General Manager or his/her designee shall have the right to comment on and where necessary, cause Contractor to ensure that all employees meet minimum hygiene and appearance standards.

I. MAINTENANCE & REPAIRS

1. Contractor shall replace any equipment damaged beyond repair, or rendered useless by wear and tear, unless, in the sole opinion of Manager the equipment is unnecessary to the proper functioning of the food service operation. Replacement equipment shall be subject to approval of Manager as to type and similarity to that replaced. The District shall retain ownership of all equipment repaired or replaced by Contractor that is reimbursed as a Direct Operating Cost or from the Reserve Fund. Contractor shall not dispose of any equipment without prior written approval of Manager.
2. Contractor shall provide Manager with copies of all maintenance contracts and maintenance schedules on an annual basis, and when updated, or as requested by Manager.
3. Contractor shall not allow any work or activity which may unreasonably interfere with the effectiveness or accessibility of a utility, heating, ventilating or air-conditioning system or service; nor is Contractor permitted to conduct any work or activity which may unreasonably interfere with free access and passage in the Del Mar Fairgrounds, as designated by District.
4. Manager, at his sole discretion, shall determine acceptable performance levels relative to maintenance and sanitary conditions. Manager reserves the right to inspect facilities and equipment at any time and to require additional cleaning or maintenance as he deems necessary.
5. Any physical modification to any part of the Del Mar Fairgrounds and its structures for any reason must have prior written approval from Manager.
6. Repair of damage done to floors, walls, windows, or other property in foodservice areas by reason of operation of said stand, kitchen or other foodservice area, will be the responsibility of the Contractor. Contractor shall ensure that such repairs are made in a timely fashion and of professional quality, as determined by the District. The cost of such repairs shall be a Direct Operating Expense, unless otherwise specified by Manager.
7. When repairs, maintenance, or other services for foodservice facilities or equipment are provided, at Contractor's request, by District personnel, Contractor shall be billed at District's cost for materials and labor, without mark-up. Such expenses shall be considered a Direct Operating Expense, unless otherwise specified by Manager.

J. CLEANING, SANITATION & INSPECTION

1. General Standards

Contractor will maintain, at all times, the kitchens and food preparation areas and all equipment, fixtures, paraphernalia, material, utensils and other items therein, in a clean and sanitary

condition, and comply with all applicable health and sanitation laws and regulations in effect where the foodservice and concession areas are located. Specifically, Contractor shall complete all cleaning and garbage removal in such areas within 24 hours of termination of all events. Contractor shall submit regular scheduled cleaning and inspection reports to the Manager. Contractor shall at all times permit and facilitate inspection of the foodservice operation by the District and its representatives and by public authorities so authorized.

Contractor shall provide the District with the following:

- a. A description of Contractor's approach to sanitation practices.
 - b. A description of Contractor's program used to train employees in proper sanitation procedures.
2. Receiving Dock
- Contractor will maintain on a continuing basis the section of the receiving dock where food and beverages are delivered and will be responsible for the return of all pallets, storage containers, linens and other equipment used in the conduct of operating the food service that belong to suppliers.
3. Grease
- Contractor must not discharge any grease into the Fairground's drains and must keep grease in containers for disposal by Contractor. If Contractor fails to comply with this provision, any cost, charge or expense involved in opening, cleaning or repairing drains will be paid solely by Contractor, as well as a penalty fee of up to \$1,000.00.
4. Warewashing
- Contractor will wash after each use, all non-disposable serviceware, plateware, glassware and cutlery to achieve maximum cleanliness and sanitation. The Contractor's washing of glassware and cutlery will produce spotless drying.
5. Pest Control
- Contractor shall engage and supervise exterminators to control rodents, vermin and pests as is necessary, at the direction of District Operations Manager. Such extermination services shall be supplied in all areas where food is prepared, dispensed or stored. Documentation of such services shall be retained and provided to the Manager upon request. The cost for these services shall be considered a Direct Operating Expense.
6. Garbage
- a. Contractor shall maintain an adequate supply of trash receptacles within its kitchens, concession stands and bars, particularly at the condiment locations of permanent and mobile concession stands. Condiment stands and trash receptacles are to be approved by Manager and to conform with the interior and exterior design of the Del Mar Fairgrounds. Contractor shall make certain that such receptacles and all condiment stands are kept clean and promptly serviced during and after each event.
 - b. After each event, Contractor shall promptly dispose of all refuse and waste materials created by Contractor's operations in all concession stands, bars, and kitchens. Wet refuse must be stored in water-tight containers pending removal from the Del Mar Fairgrounds. Grease shall be kept in closed metal containers until removed from the Del Mar Fairgrounds. Waste foods shall be kept in green recycle bins. Such removal shall be made promptly during and after the event, no less than weekly. Contractor shall employ the necessary personnel before, during and after any event to comply with these provisions.
 - c. Contractor shall transport all waste materials, including grease, from within its foodservice locations, to the garbage pick-up areas, in a manner and by a route designated by District.
 - d. All trash and garbage cans will be cleaned and sanitized daily by Contractor to ensure a high standard of sanitation.

7. **Timeliness of Cleaning**

District may assess a fine of up to \$1,000.00 for Contractor's failure to complete all cleaning and garbage removal from the food service areas within twenty-four (24) hours of event termination. An exception to this is after the live race meet, when Contractor must complete the above within seven (7) calendar days of closing of the live race meet. Other exceptions may be made only with prior written authorization by Manager. This fine may be deducted for each occurrence from monies due Contractor.

8. **Cleaning Accomplished by District or Subcontractor**

If Contractor's cleaning and maintenance services are deemed unsatisfactory by the District, the District reserves the right to contract for or provide such service and duly charge the Contractor for same, including a penalty fee equal to 15% of such charges. However, nothing contained herein shall be construed to alter or affect any duty that Contractor has or may have toward the general public under applicable local, state and federal laws.

9. **Health Inspection Reports**

In accordance with SB 180, which added Section 113946(c) to California Uniform Retail Food Facilities Law (CURFFL), California Health and Safety Code, effective January 1, 2001, Contractor shall, on a continuing basis:

- a. Retain a copy of its most recent environmental health inspection report at the Fairgrounds;
- b. Post notices to advise patrons that the most recent environmental health inspection report is available for review upon request; such notices must be of a size and format and in locations that are reasonably conspicuous; and
- c. Comply with the new inspection format of the Department of Health Services and local health agencies.

K. UTILITIES

1. The District shall provide gas, electricity and water services for use by Contractor on the Fairgrounds. Such utilities will be billed to the Contractor monthly based upon the greater of:
 - a. an allocation of actual utility costs determined through submeters of the premises occupied by the Contractor, or
 - b. three (3) quarters of one (1) percent (0.75%) of Gross Revenue. Contractor agrees to pay for utilities within fifteen (15) days of the date billed.
2. If this Agreement is renewed for the optional five-year term, the rate paid by Contractor may be adjusted by the District, in accordance with the utility rates in effect at that time. Utilities shall be considered a Direct Operating Expense.
3. Contractor shall develop an effective and continuous energy management and conservation program for its operations throughout the term of this Agreement.
4. Anything herein to the contrary notwithstanding, the District and Track Operator shall not be liable or responsible for any failure to furnish the services set forth above occasioned by strike or other work stoppage, federal, state or local government action, breakdown, or failure of apparatus, equipment or machinery employed in supplying said services, and temporary stoppage for repair, improvement or enlargement thereof, or any act or condition beyond its reasonable control. Contractor waives any and all claims against District and Track Operator for any compensation for any and all losses and damages sustained by reason of stoppage, failure or defect, deficiency or impairment of any utility service or the equipment, apparatus or system providing the same, which may occur at any time or from time to time from any cause during the term of this Agreement.

L. DISTRICT RESOURCE CONSERVATION POLICY

1. In accordance with AB 75 and the District's Resource Conservation Policy, detailed below, Contractor agrees to purchase products with recycled content whenever feasible. Contractor further agrees to purchase disposable plates, cups and food packaging materials made only of non-styrofoam materials. All disposable products, to include but not limited to cups, containers, plates, utensils, bags, and wrap shall be made of recyclable materials to the extent possible. Manager shall have the right of prior approval of all containers.
2. Contractor shall implement an approved operations plan that includes, but is not limited to, the following, as well as sewer/water reduction, and solid waste reduction:
 - a. Recycling of beverage containers, cardboard, and other products, as specified by the District.
 - b. Separation of all fruit and vegetable food preparation waste for composting.
 - c. Use of paper products when not feasible to use ceramic plates, cups, etc.
 - d. Scraping of ceramic plates into a trash bin before loading into the dishwashers to prevent additional use of water and reduce food waste to sewer system.
 - e. Clean up and busing to include separation of beverage containers for recycling.
 - f. Require office staff to recycle beverage containers and office paper in cooperation with District program.
 - g. Work with a conscientious effort to conserve resources.
 - h. Require on-going training of staff (and new staff as they come on board) on recycling and waste reduction procedures, especially during major events such as the annual Del Mar Race Meet.
 - i. Use only specified washing area for cleaning of trailers, vehicles, floor mats, etc.
 - j. Maintenance of grease bin area to prevent grease run off during rain events.
 - k. Work with the District on any new waste reduction ideas that will help us reach our goal of zero waste.
3. District may assess a fine of up to \$1,000.00 for Contractor's failure to comply with District's resource conservation policy, including purchasing procedures, and/or failure to ensure that grease is not deposited into any drains in the facility.

M. LIMITATIONS

1. **Transfer**
The rights and privileges granted to the Contractor shall not be assigned or transferred in any manner whatsoever by the Contractor without written approval of the District.
2. **Successors and Assigns**
The provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and each of their respective successors and assigns. This Agreement may not be assigned by Contractor without the prior written consent of the District.
3. **Amendment**
No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of such parties by their respective representative hereunto duly authorized.
4. **Jurisdiction**
This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of California.

5. Hold Over

In the event that Contractor should hold over and remain in possession of the premises after the expiration of the initial term or renewal of this Agreement, or termination for any other cause, such holding over shall be deemed not to operate as a renewal or extension of this Agreement and such hold over shall be at will and may be terminated by the Manager upon thirty (30) calendar days written notice. Upon receipt of the thirty-day notice, Contractor shall vacate the premises.

6. Subordination

This Agreement and everything herein contained shall be subordinate to any ground and underlying lease or leases and to any charge or charges (including deeds of trusts, mortgages, bonds, and all instruments supplemental thereto) and all renewals, modification, consolidations, replacements and extensions thereof created by the District in respect to the Fairgrounds and the Contractor hereby covenants and agrees that it will at any time and from time to time as required by the District during the term hereof and any extension or renewal, give all such further assurances relative to this proviso as may be reasonably required to evidence and effectuate this subordination of its rights and privileges hereunder to the holder or holders of any such ground and underlying lease or leases and charge or charges (including deeds and trust).

7. Release of Prior Claims

Each party hereby releases the other party and its officers, directors, successors, members and employees from and against any and all allegations, complaints, claims, demands, obligations, damages, causes of action of any kind whatsoever, for any relief whatsoever, whether known or not, whether foreseen or not, whether asserted or not, whether fixed or contingent, whether patent or latent, arising out of, connected with, or in any way relating to the pre-existent agreement between the District and Contractor, dated April 3, 1990, and hereby expressly waives the application of California Civil Code Section 1542.

8. Participation

Both parties have hereby participated in the drafting of this Agreement.

ORIGINAL

| | | | |
|---|---------|--------------------------------------|---------------------------------|
| <input checked="" type="checkbox"/> CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED | 6 Pages | AGREEMENT NUMBER 12-009/41 | AMENDMENT NUMBER AM 1 |
|---|---------|--------------------------------------|---------------------------------|

- This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
 22nd District Agricultural Association/Del Mar Fairgrounds
CONTRACTOR'S NAME
Premier Food Services, Inc.
- The term of this Agreement is **January 1, 2012, through December 31, 2018**
- The Anticipated Management Fee Amount for the Current Term: **\$2,250,000.00 (\$750,000.00/yr)**
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement #12-009/41, between the District and **Premier Food Services, Inc.**, is hereby amended as follows:

CONTRACTOR AGREES:


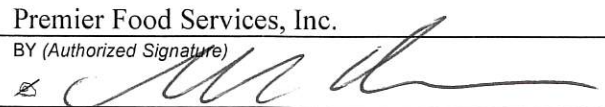
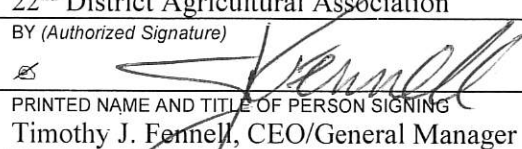
- To renew the original contract to provide food and beverage services for the State / 22nd District Agricultural Association / Del Mar Fairgrounds, exercising option year one (1), the fourth, fifth and sixth year of a possible ten (10) year Agreement, **January 1, 2016, through December 31, 2018.**
- To provide an updated Payee Data Record (attached).
- To provide an updated CCC-307, Contractor Certification Clause (attached).
- To provide an updated Certificate of Insurance prior to expiration.

STATE AGREES:

- To pay Contractor a total anticipated management Fee of **\$2,250,000.00 (\$750,000./yr)** upon receipt of proper monthly invoice of materials and services.

Except as amended herein, all terms and conditions remain as previously agreed by the parties.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

| | | | |
|---|---|--|--|
| CONTRACTOR | | CALIFORNIA Department of General Services Use Only | |
| CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Premier Food Services, Inc. | | <input type="checkbox"/> Exempt per: Fund Title – 695-100-41 Expenses I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF STATE ACCOUNTING OFFICER  Date 8/26/15 | |
| BY (Authorized Signature)  | DATE SIGNED (Do not type) | | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Mark Anderson, Vice President | | | |
| ADDRESS 7966 Arjons Drive, San Diego, CA 92126 | | | |
| STATE OF CALIFORNIA | | | |
| AGENCY NAME 22 nd District Agricultural Association | | | |
| BY (Authorized Signature)  | DATE SIGNED (Do not type) 8/26/15 | | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Timothy J. Fennell, CEO/General Manager | | | |
| ADDRESS 2260 Jimmy Durante Blvd., Del Mar, CA 92014 | | | |

CONTRACTS MANAGER

DEPARTMENT MANAGER

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)
 STD. 204 (Rev. 6-2003)





| | | | | | | | | | |
|---|--|--|--|--|--|---|-------------------------------|--|---|
| 1 | <p>INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.</p> <p>NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.</p> | | | | | | | | |
| 2 | <p>PAYEE'S LEGAL BUSINESS NAME (Type or Print) <u>SMG-Premier Food Services Inc.</u></p> <p>SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SSN (Last, First, M.I.) _____ E-MAIL ADDRESS _____</p> <p>MAILING ADDRESS <u>2260 Jimmy Durante Blvd.</u> BUSINESS ADDRESS <u>Same</u></p> <p>CITY, STATE, ZIP CODE <u>Del Mar, CA 92014</u> CITY, STATE, ZIP CODE <u>Same</u></p> | | | | | | | | |
| 3 | <p>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): <u>33-0034099</u></p> <p> <input type="checkbox"/> PARTNERSHIP CORPORATION: <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR <input type="checkbox"/> LEGAL (e.g., attorney services) ENTER SOCIAL SECURITY NUMBER: _____ <input type="checkbox"/> EXEMPT (nonprofit) (SSN required by authority of California Revenue and Tax Code Section 18646) <input checked="" type="checkbox"/> ALL OTHERS </p> | <p>NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.</p> | | | | | | | |
| 4 | <p>PAYEE RESIDENCY STATUS</p> <p><input checked="" type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California.</p> <p><input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding.</p> <p style="margin-left: 20px;"> <input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached. </p> | | | | | | | | |
| 5 | <p>I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:65%;">AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) <u>Louis Bitman</u></td> <td style="width:35%;">TITLE <u>Branch Controller</u></td> </tr> <tr> <td>SIGNATURE </td> <td>DATE <u>8/25/15</u></td> </tr> <tr> <td></td> <td>TELEPHONE <u>(858) 755-6345</u></td> </tr> </table> | | | AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) <u>Louis Bitman</u> | TITLE <u>Branch Controller</u> | SIGNATURE  | DATE <u>8/25/15</u> | | TELEPHONE <u>(858) 755-6345</u> |
| AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) <u>Louis Bitman</u> | TITLE <u>Branch Controller</u> | | | | | | | | |
| SIGNATURE  | DATE <u>8/25/15</u> | | | | | | | | |
| | TELEPHONE <u>(858) 755-6345</u> | | | | | | | | |
| 6 | <p>Please return completed form to:</p> <p>Department/Office: <u>Department of Food & Agriculture / Division of Fairs & Expositions</u></p> <p>Unit/Section: <u>22nd District Agriculture Association / Del Mar Fairgrounds</u></p> <p>Mailing Address: <u>2260 Jimmy Durante Blvd.</u></p> <p>City/State/Zip: <u>Del Mar, CA 92014</u></p> <p>Telephone: (858) <u>755-1161</u> Fax: (858) <u>794-1043</u></p> <p>E-mail Address: <u>Attn: Contracts Department</u></p> | | | | | | | | |

Exhibit B
Contractor Certification Clauses
CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

| | | |
|---|---------------------------|-------------------|
| Contractor/Bidder Firm Name (Printed) | | Federal ID Number |
| SMG - Premier Food Services, Inc. | | 33-0034099 |
| By (Authorized Signature) | | |
|  | | |
| Printed Name and Title of Person Signing | | |
| MARK Anderson | | |
| Date Executed | Executed in the County of | |
| 8-25-15 | San Diego | |

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: 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 (Pub. Contract Code §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 (Pub. Contract Code §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. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. 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.

PFS-DEL MAR FAIRGROUNDS
OPERATING PROFIT AND LOSS
12 MONTHS ENDED 12/31/2014

| DATE PRINTED: 1/9/2015 | Confidential Information | | | | | | | | | | | |
|------------------------------------|--------------------------|--------------|--------------|---------|--------------|---------|--------------|--------|--------------|--------|--------------|--------|
| | CURRENT | | | | PRIOR YR | | | | BUDGET | | | |
| | MONTH | % | MONTH | % | MONTH | % | MONTH | % | YTD | % | YTD | % |
| EDUCATION PREMIER FDS | 6260 | - | 1,049.27 | 0.31% | - | 0.00% | 1,965.17 | 0.01% | 7,300.94 | 0.04% | 6,195.00 | 0.03% |
| EMP ADS & RELATED PREMIER FI | 6265 | - | 50.00 | 0.01% | - | 0.00% | 968.02 | 0.01% | 1,347.50 | 0.04% | 2,550.00 | 0.01% |
| EMPLOYEE REWARDS | 6268 | - | 1,580.31 | 0.47% | - | 0.00% | 744.09 | 0.00% | 1,880.31 | 0.01% | - | 0.00% |
| PROMOTIONS | 6270 | - | - | 0.00% | - | 0.00% | 2,544.23 | 0.01% | 80.00 | 0.00% | - | 0.00% |
| EQUIPMENT RENTAL OFFICE | 6274 | 2,452.15 | 18,972.66 | 5.68% | 1,300.00 | 0.45% | 48,856.47 | 0.23% | 71,095.96 | 0.37% | 59,065.00 | 0.29% |
| EQUIPMENT RENTAL CATERING F | 6275 | 417.97 | 5,630.78 | 1.69% | - | 0.00% | 11,077.04 | 0.05% | 17,374.63 | 0.09% | 12,745.00 | 0.06% |
| FLOWERS & DECORATION PREMI | 6285 | 544.53 | 821.55 | 0.25% | 782.00 | 0.27% | 4,478.00 | 0.02% | 6,739.70 | 0.04% | 5,468.00 | 0.03% |
| FUEL & PROPANE | 6290 | 1,043.64 | 815.68 | 0.24% | 835.00 | 0.29% | 18,298.11 | 0.09% | 17,029.37 | 0.09% | 18,288.79 | 0.09% |
| ICE PREMIER FDS | 6295 | 728.00 | 1,456.00 | 0.44% | 1,500.00 | 0.52% | 119,101.50 | 0.55% | 104,855.29 | 0.55% | 114,143.50 | 0.56% |
| INSURANCE PREMIER FDS | 6300 | 2,964.60 | 4,250.99 | 1.27% | 4,464.00 | 1.53% | 131,276.71 | 0.61% | 146,105.25 | 0.76% | 154,444.62 | 0.75% |
| INTEREST PREMIER FDS | 6305 | - | 712.45 | 0.21% | 1,224.00 | 0.42% | 3,102.43 | 0.01% | 13,700.82 | 0.07% | 14,427.49 | 0.07% |
| LAUNDRY & LINEN CLEAN PREMI | 6315 | 2,097.00 | 1,819.98 | 0.54% | 3,983.00 | 1.37% | 95,194.81 | 0.44% | 73,631.52 | 0.38% | 78,953.12 | 0.39% |
| LEGAL FEES PREMIER FDS | 6320 | - | - | 0.00% | 174.70 | 0.06% | - | 0.00% | 10,514.73 | 0.05% | 12,284.01 | 0.06% |
| LICENSES & PERMITS PREMIER F | 6325 | - | - | 0.00% | 25.00 | 0.01% | 26,806.00 | 0.12% | 21,560.00 | 0.11% | 21,635.00 | 0.11% |
| MISC EXPENSE PREMIER FDS | 6335 | - | - | 0.00% | - | 0.00% | - | 0.00% | - | 0.00% | - | 0.00% |
| OFFICE/WAREHOUSE SUPP PRE | 6340 | 2,074.55 | 721.02 | 0.22% | 2,250.00 | 0.77% | 50,897.57 | 0.24% | 60,525.24 | 0.31% | 66,166.95 | 0.32% |
| PAPER SUPPLIES | 6345 | 2,664.39 | 516.82 | 0.15% | 500.00 | 0.17% | 73,875.70 | 0.34% | 53,116.32 | 0.28% | 61,008.89 | 0.30% |
| PAYROLL SERVICE PREMIER FDS | 6350 | 8,346.30 | 6,983.25 | 2.09% | 9,382.00 | 3.22% | 56,959.21 | 0.26% | 90,720.92 | 0.47% | 97,194.77 | 0.47% |
| PEST CONTROL PREMIER FDS | 6355 | - | 475.00 | 0.14% | 475.00 | 0.16% | 5,263.00 | 0.02% | 5,737.00 | 0.03% | 5,700.00 | 0.03% |
| POSTAGE PREMIER FDS | 6357 | 804.72 | 3.60 | 0.00% | 418.00 | 0.14% | 4,660.31 | 0.02% | 4,899.33 | 0.03% | 6,193.00 | 0.03% |
| PRINTING PREMIER FDS | 6360 | 2,857.32 | 56.70 | 0.02% | - | 0.00% | 18,068.37 | 0.08% | 14,898.51 | 0.06% | 17,181.00 | 0.08% |
| PROFESSIONAL FEES PREMIER F | 6365 | - | - | 0.00% | - | 0.00% | 6,304.00 | 0.03% | 27,193.00 | 0.14% | 27,193.00 | 0.13% |
| REPAIRS & MAINT PREMIER FDS | 6370 | 2,872.17 | 3,240.83 | 0.97% | 2,265.00 | 0.78% | 124,377.33 | 0.58% | 95,225.54 | 0.50% | 101,283.00 | 0.49% |
| RESERVES REPLACEMENTS PRE | 6381 | 5,165.04 | 5,426.15 | 1.62% | 4,601.18 | 1.58% | 334,540.60 | 1.56% | 299,563.77 | 1.56% | 319,112.11 | 1.56% |
| SMALLWARES EXPENSE PREMIE | 6382 | - | (3,863.02) | -1.16% | 500.00 | 0.17% | 83,086.20 | 0.39% | 72,964.18 | 0.38% | 83,780.00 | 0.41% |
| SECURITY PREMIER FDS | 6385 | 554.50 | 590.00 | 0.18% | 590.00 | 0.20% | 158,157.34 | 0.74% | 139,817.27 | 0.73% | 165,740.33 | 0.81% |
| PROPERTY TAXES PREMIER FDS | 6390 | 3,856.79 | 5,314.17 | 1.59% | 3,963.43 | 1.36% | 56,778.25 | 0.26% | 73,103.70 | 0.38% | 56,289.66 | 0.27% |
| TELEPHONE PREMIER FDS | 6395 | 559.56 | 2,073.66 | 0.62% | 2,175.00 | 0.75% | 29,112.23 | 0.14% | 32,787.90 | 0.17% | 35,107.00 | 0.17% |
| TRAINING/SET UP PREMIER FDS | 6397 | - | - | 0.00% | - | 0.00% | 5,986.75 | 0.03% | 3,750.00 | 0.02% | - | 0.00% |
| TRAVEL & LODGING EXP PREMIE | 6400 | 1,153.55 | 999.38 | 0.30% | 919.00 | 0.32% | 12,426.10 | 0.06% | 9,213.02 | 0.05% | 8,080.00 | 0.04% |
| TRAVEL MEALS & ENTERTAINME | 6405 | 93.76 | 537.46 | 0.16% | 1,827.00 | 0.63% | 2,028.08 | 0.01% | 3,578.62 | 0.02% | 4,465.00 | 0.02% |
| UNIFORMS PREMIER FDS | 6410 | 64.76 | 140.45 | 0.04% | 140.00 | 0.05% | 22,368.07 | 0.10% | 24,310.74 | 0.13% | 28,364.00 | 0.14% |
| UTILITIES PREMIER FDS | 6415 | 2,582.52 | 2,713.08 | 0.81% | 2,300.59 | 0.79% | 187,270.30 | 0.78% | 149,781.90 | 0.78% | 159,556.06 | 0.78% |
| WATER SERVICE PREMIER FDS | 6425 | 741.94 | 344.70 | 0.10% | 507.00 | 0.17% | 9,608.87 | 0.04% | 7,088.46 | 0.04% | 7,883.00 | 0.04% |
| TOTAL OPERATING EXPENSES | | 61,941.67 | 73,841.82 | 22.11% | 58,736.77 | 20.17% | 2,271,435.90 | 10.56% | 2,172,627.65 | 11.30% | 2,293,013.01 | 11.20% |
| NET OPERATING INCOME | | (102,041.55) | (124,382.86) | -37.25% | (124,846.52) | -42.88% | 7,477,146.72 | 34.77% | 6,756,028.52 | 35.14% | 7,106,597.51 | 34.71% |
| DEPRECIATION AND AMORTIZATION | | - | - | 0.00% | - | 0.00% | - | 0.00% | - | 0.00% | - | 0.00% |
| TOTAL DEPRECIATION AND AMORTIZATI | | (102,041.55) | (124,382.86) | -37.25% | (124,846.52) | -42.88% | 7,477,146.72 | 34.77% | 6,756,028.52 | 35.14% | 7,106,597.51 | 34.71% |
| NET PROFIT (LOSS) BEFORE MANAGEMEN | | - | - | 0.00% | - | 0.00% | - | 0.00% | - | 0.00% | - | 0.00% |
| CLIENT DISTRIBUTIONS AND | | - | - | 0.00% | - | 0.00% | - | 0.00% | - | 0.00% | - | 0.00% |
| CORPORATE ADMINISTRATION | | - | - | 0.00% | - | 0.00% | - | 0.00% | - | 0.00% | - | 0.00% |
| NET PROFIT (LOSS) BEFORE CLIENT | | (102,041.55) | (124,382.86) | -37.25% | (124,846.52) | -42.88% | 7,477,146.72 | 34.77% | 6,756,028.52 | 35.14% | 7,106,597.51 | 34.71% |
| DISTRIBUTIONS AND CORPORATE | | - | - | 0.00% | - | 0.00% | - | 0.00% | - | 0.00% | - | 0.00% |
| ADMINISTRATION | | - | - | 0.00% | - | 0.00% | - | 0.00% | - | 0.00% | - | 0.00% |

PFS-DEL MAR FAIRGROUNDS
OPERATING PROFIT AND LOSS
12 MONTHS ENDED 12/31/2014

| | Confidential Information | | | | | | | | | | | | | |
|-----------------------------------|--------------------------|---------|----------------|---------|--------------|---------|---------------|---------|---------------|---------|---------------|---------|--------|--|
| | CURRENT | | | | | | PRIOR YR | | | | | | BUDGET | |
| | MONTH | % | PRIOR YR MONTH | % | BUDGET MONTH | % | YTD | % | PRIOR YR YTD | % | YTD | % | | |
| DATE PRINTED: 1/9/2015 | | | | | | | | | | | | | | |
| OPERATING REVENUE: | | | | | | | | | | | | | | |
| 4005 CATERING FOOD | 129,405.50 | 43.91% | 160,582.37 | 48.09% | 164,647.59 | 56.55% | 5,143,856.25 | 23.92% | 4,647,193.45 | 24.17% | 4,952,130.17 | 24.19% | | |
| 4015 CONCESSION FOOD | 5,538.77 | 1.88% | 10,142.56 | 3.04% | 15,934.72 | 5.44% | 937,320.55 | 4.36% | 824,029.14 | 4.29% | 888,645.64 | 4.34% | | |
| 4025 BEER | 65,391.38 | 22.19% | 31,065.39 | 9.30% | 27,444.89 | 9.43% | 7,586,562.48 | 35.32% | 6,841,401.18 | 35.58% | 7,262,808.82 | 35.47% | | |
| 4030 LIQUOR | 45,342.51 | 15.39% | 43,865.00 | 13.14% | 17,358.55 | 5.96% | 4,904,429.22 | 21.41% | 3,925,615.40 | 20.42% | 4,230,113.36 | 20.69% | | |
| 4035 WINE | 9,782.53 | 3.32% | 28,612.76 | 8.57% | 6,668.18 | 2.98% | 1,583,913.05 | 7.37% | 1,432,862.87 | 7.45% | 1,528,624.28 | 7.46% | | |
| 4040 CONCESSION BEVERAGE | 9,734.79 | 3.30% | 13,146.49 | 3.94% | 17,487.65 | 6.01% | 1,038,103.05 | 4.83% | 926,969.44 | 4.82% | 988,136.57 | 4.83% | | |
| 4060 SERVICE CHARGE | 28,462.94 | 9.86% | 41,048.07 | 12.29% | 40,792.09 | 14.01% | 584,089.84 | 2.72% | 553,670.25 | 2.88% | 577,663.61 | 2.82% | | |
| 4071 NON REIMB SALES DISCOUNTS | (270.65) | -0.09% | (1,376.11) | -0.41% | (3,493.11) | -1.20% | (96,010.89) | -0.45% | (104,578.83) | -0.54% | (105,308.19) | -0.51% | | |
| 4099 OTHER SALES | 1,325.55 | 0.45% | 6,834.97 | 2.05% | 2,382.64 | 0.82% | 112,521.48 | 0.52% | 181,218.31 | 0.94% | 152,513.75 | 0.74% | | |
| TOTAL OPERATING REVENUE | 294,713.32 | 100.00% | 333,943.50 | 100.00% | 291,163.20 | 100.00% | 21,504,775.03 | 100.00% | 19,228,391.21 | 100.00% | 20,473,328.01 | 100.00% | | |
| OTHER REVENUE | | | | | | | | | | | | | | |
| 4197 MARKETING INCENTIVES | 1,321.15 | 0.45% | - | 0.00% | - | 0.00% | 60,132.08 | 0.28% | - | 0.00% | - | 0.00% | | |
| 4199 OTHER REVENUE | 48,301.25 | 16.39% | 27,794.06 | 8.32% | 15,582.24 | 5.35% | 737,993.31 | 3.43% | 742,527.64 | 3.86% | 800,813.00 | 3.91% | | |
| TOTAL OTHER REVENUE | 49,622.40 | 16.84% | 27,794.06 | 8.32% | 15,582.24 | 5.35% | 797,986.65 | 3.71% | 742,527.64 | 3.86% | 800,813.00 | 3.91% | | |
| TOTAL REVENUE | 344,335.72 | 116.84% | 361,737.56 | 108.32% | 306,745.44 | 105.35% | 22,302,761.68 | 103.71% | 19,970,918.85 | 103.86% | 21,274,141.01 | 103.91% | | |
| COST OF GOODS SOLD: | | | | | | | | | | | | | | |
| 5005 CATERING FOOD | 32,252.17 | 24.92% | 46,923.99 | 29.22% | 60,481.20 | 36.74% | 1,619,178.86 | 31.48% | 1,440,103.03 | 30.99% | 1,612,852.02 | 32.57% | | |
| 5015 CONCESSION FOOD | 2,419.11 | 43.69% | 3,050.66 | 30.08% | 4,280.78 | 27.03% | 208,240.33 | 22.27% | 188,945.59 | 22.93% | 212,244.44 | 23.88% | | |
| 5025 BEER | (9,192.46) | -14.05% | 7,925.23 | 25.51% | 7,054.11 | 25.70% | 1,215,647.35 | 16.00% | 1,040,779.27 | 15.21% | 1,179,940.30 | 16.25% | | |
| 5030 LIQUOR | (9,827.42) | -21.87% | 5,069.30 | 11.53% | 4,573.46 | 26.35% | 754,151.63 | 16.38% | 600,970.54 | 15.31% | 679,531.81 | 16.06% | | |
| 5035 WINE | 579.57 | 5.92% | 5,115.80 | 17.88% | 2,386.09 | 27.46% | 451,300.53 | 28.49% | 402,744.77 | 28.11% | 449,443.36 | 29.44% | | |
| 5040 BEVERAGE | (286.55) | -2.94% | 8,328.20 | 63.35% | 4,595.08 | 26.26% | 212,203.78 | 20.44% | 202,600.65 | 21.86% | 223,098.80 | 22.58% | | |
| 5072 EMPLOYEE MEALS CREDIT | (5,664.85) | -19.90% | (2,701.80) | -6.58% | (11,202.97) | -27.46% | (111,566.63) | -19.10% | (101,046.20) | -18.25% | (119,131.27) | -20.62% | | |
| 5099 PAYMENT TERM DISCOUNT | - | 0.00% | - | 0.00% | - | 0.00% | - | 0.00% | - | - | - | 0.00% | | |
| TOTAL COST OF GOODS SOLD | 10,278.57 | 3.49% | 73,701.38 | 22.07% | 72,172.75 | 24.79% | 4,348,156.85 | 20.22% | 3,775,087.65 | 19.63% | 4,237,979.46 | 20.70% | | |
| GROSS MARGIN | 334,056.15 | 113.35% | 288,042.18 | 86.25% | 234,562.69 | 80.56% | 17,954,614.83 | 83.49% | 16,195,821.20 | 84.23% | 17,036,161.55 | 83.21% | | |
| PAYROLL: | | | | | | | | | | | | | | |
| 6010 FIXED WAGES | 80,275.45 | 27.24% | 75,862.70 | 22.72% | 72,324.97 | 24.84% | 955,003.14 | 4.44% | 908,604.41 | 4.73% | 946,377.57 | 4.62% | | |
| 6020 OPERATING WAGES | 150,884.02 | 51.18% | 120,284.19 | 36.02% | 106,823.78 | 36.69% | 4,785,995.83 | 22.26% | 4,175,252.62 | 21.71% | 4,402,550.97 | 21.50% | | |
| 6021 PAYROLL TAXES | 39,591.77 | 13.43% | 27,513.50 | 8.24% | 34,925.58 | 12.00% | 963,679.77 | 4.48% | 828,118.37 | 4.31% | 878,129.33 | 4.23% | | |
| 6022 EMPLOYEE BENEFITS PREMIER F | 50,231.87 | 17.04% | 68,241.77 | 19.84% | 29,130.44 | 10.00% | 679,656.22 | 3.16% | 584,022.86 | 3.04% | 613,584.91 | 3.00% | | |
| 6030 TRAINING/SETUP WAGES PREMIE | - | 0.00% | - | 0.00% | - | 0.00% | 16,828.83 | 0.08% | 8,926.18 | 0.05% | 8,926.18 | 0.04% | | |
| 6031 TRAINSETUP P/R TAXES PREMIE | - | 0.00% | - | 0.00% | - | 0.00% | 2,661.97 | 0.01% | 1,249.66 | 0.01% | 1,249.66 | 0.01% | | |
| 6035 VACATIONS PREMIER FDS | 16,755.55 | 5.69% | 10,994.85 | 3.23% | 12,138.02 | 4.17% | 141,004.66 | 0.66% | 134,380.14 | 0.70% | 138,248.12 | 0.68% | | |
| 6040 EMP MEDICAL CLAIMS PREMIER | - | 0.00% | - | 0.00% | - | 0.00% | 7,234.09 | 0.03% | 7,203.25 | 0.04% | 7,707.48 | 0.04% | | |
| 6050 CONTRACT LABOR PREMIER FDS | - | 0.00% | - | 0.00% | - | 0.00% | 44,558.86 | 0.21% | 43,014.64 | 0.22% | 43,014.64 | 0.21% | | |
| 6060 EMPLOYEE SERVICE CHARGE | 23,395.50 | 7.94% | 31,355.84 | 9.39% | 32,653.68 | 11.21% | 492,246.01 | 2.29% | 460,103.14 | 2.39% | 462,130.90 | 2.26% | | |
| 6072 EMP MEALS EXPENSE PREMIER F | 5,664.85 | 1.92% | 2,701.80 | 0.81% | 11,202.97 | 3.85% | 111,566.63 | 0.52% | 101,046.20 | 0.53% | 119,131.27 | 0.58% | | |
| 6080 EMPLOYEE BONUS PREMIER FDS | 7,407.02 | 2.51% | 3,628.57 | 1.09% | 1,500.00 | 0.52% | 4,529.94 | 0.02% | 15,243.56 | 0.08% | 15,500.00 | 0.08% | | |
| TOTAL PAYROLL | 374,156.03 | 126.96% | 338,583.22 | 101.39% | 300,677.44 | 103.27% | 8,204,967.95 | 38.15% | 7,267,165.03 | 37.79% | 7,636,551.03 | 37.30% | | |
| OPERATING EXPENSES: | | | | | | | | | | | | | | |
| 6204 ACCOUNTING FEES | 2,538.55 | 0.86% | 1,750.00 | 0.52% | 700.00 | 0.24% | 44,398.75 | 0.21% | 46,939.00 | 0.24% | 46,500.00 | 0.23% | | |
| 6205 ADVERTISING PREMIER FDS | 363.80 | 0.12% | 548.15 | 0.16% | 500.00 | 0.17% | 4,932.05 | 0.02% | 13,680.64 | 0.07% | 15,611.24 | 0.08% | | |
| 6210 ARMORED CAR SERV PREMIER F | 697.79 | 0.24% | 180.00 | 0.05% | 300.00 | 0.10% | 5,106.44 | 0.03% | 5,106.44 | 0.03% | 5,805.00 | 0.03% | | |
| 6215 BAD DEBT EXPENSE PREMIER FC | - | 0.00% | (121.93) | -0.04% | - | 0.00% | - | 0.00% | 180.77 | 0.00% | - | 0.00% | | |
| 6220 BANK SVC CHARGES PREMIER FI | 1,319.41 | 0.45% | 708.95 | 0.21% | 670.00 | 0.23% | 10,955.10 | 0.05% | 11,518.69 | 0.06% | 11,624.00 | 0.06% | | |
| 6225 CASH OVER/SHORT | 229.89 | 0.08% | 96.01 | 0.03% | - | 0.00% | 6,860.59 | 0.03% | 12,277.72 | 0.06% | - | 0.00% | | |
| 6230 CLEANING SUPPLIES | 1,543.33 | 0.52% | 605.00 | 0.18% | 557.00 | 0.19% | 82,248.90 | 0.38% | 72,447.85 | 0.38% | 80,494.77 | 0.39% | | |
| 6235 COMPUTER EXPENSES PREMIER | 3,394.16 | 1.15% | 4,027.53 | 1.21% | 4,687.00 | 1.61% | 74,350.16 | 0.35% | 53,203.64 | 0.28% | 61,629.00 | 0.30% | | |
| 6240 CREDIT CARD DISC PREMIER FDS | 7,060.23 | 2.40% | 2,620.19 | 0.78% | 4,221.87 | 1.45% | 353,128.75 | 1.64% | 294,402.66 | 1.53% | 320,491.70 | 1.57% | | |
| 6245 DELIVERY EXPENSE PREMIER FD | 154.75 | 0.05% | - | 0.00% | - | 0.00% | 1,881.40 | 0.01% | 297.80 | 0.00% | - | 0.00% | | |
| 6250 DONATIONS PREMIER FDS | - | 0.00% | - | 0.00% | - | 0.00% | - | - | 900.00 | 0.00% | - | 0.00% | | |
| 6255 DUES & SUBSCRIPTIONS PREMIER | - | 0.00% | - | 0.00% | - | 0.00% | 771.00 | 0.00% | 771.00 | 0.00% | - | 0.00% | | |

CONTRACT APPROVAL(S)

September 2015

In accordance with the requirements of the Department to Food & Agricultural, Division of Fairs & Expositions, Staff requests approval of the agreement(s) listed below:

Standard Agreements


| Contract # | Contractor | Purpose | Term | Amount |
|-------------------|---|--|--|--|
| 12-009/41 AM 1 | Premier Food Services, Inc. | Food & Beverage Services (Amendment to Exercise First Three year Option Renewal) | 1/1/16 – 12/31/18 (Fourth, fifth & sixth years of a potential ten year agreement) | \$2,250,000.00 AM 1 (\$750,000./yr) <u>Anticipated Management Fee for the Current Three Year</u> |
| 14-029/2X AM 2 | David Tonick Enterprises, Inc. dba People Direct | Temporary Personnel Services (Amendment to Exercise Option Year Renewal and Job Rate Increase in Response to State of Calif. Minimum Wage Increase | 1/1/16 – 12/31/16 (Third year of a potential five year agreement) | \$800,000.00 AM 2 (Total Contract Value Including Option Years \$4,000,000.00) |

6

THE FOLLOWING IS AN EXCERPT FROM THE SEPTEMBER 8, 2015 - 22nd DAA BOARD OF DIRECTORS MEETING

Vice President David Watson motioned to approve the attached September 2015 contract agreements. Director Richard Valdez seconded. All were in favor: President Fred Schenk, Directors Stephen Shewmaker, Pierre Sleiman, Russ Penniman, Lee Haydu and Lisa Barkett (absent: Kathlyn Mead). Motion carried.

CERTIFIED TO BE A TRUE COPY:



Timothy Fennell
Secretary-Manager
9/9/15



Administrative Office
8555 Aero Drive, Suite 205
San Diego, California 92123
Telephone (858) 621-5151
www.premierfoodservices.com

April 6, 2015

Mr. Timothy J. Fennell
CEO/General Manager
22nd District Agriculture Association
2260 Jimmy Durante Blvd.
Del Mar, CA 92014

Dear Mr. Fennell,

Pursuant to Section E.1.a. Renewal of our Agreement, number 12-009/41 please accept this letter as written notification of our request to exercise the first of two, three (3) year extensions.

Our year over year performance of increasing returns to the District, and continual culinary and service enhancements demonstrate the seamless team approach of being your food and beverage department sharing one team philosophy with the best interest of our guests top priority. We are proud of our association and humbly look forward with great enthusiasm of successfully contributing to the Del Mar Fairgrounds and Del Mar Race Track.

We greatly appreciate your consideration.

Best,

A handwritten signature in black ink, appearing to read "Paul Tazar".

Paul Tazar
Region Vice President

cc: S. Beard
M. Anderson

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 6 Pages

AGREEMENT NUMBER

12-009/41

AMENDMENT NUMBER

AM 2

1. This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
22nd District Agricultural Association/Del Mar Fairgrounds
CONTRACTOR'S NAME
Premier Food Services, Inc.
2. The term of this Agreement is January 1, 2012, through December 31, 2021
3. The Anticipated Management Fee Amount for the Current Term: \$2,250,000.00 (\$750,000.00/yr)
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement #12-009/41, between the District and **Premier Food Services, Inc.**, is hereby amended as follows:

CONTRACTOR AGREES:

1. To renew the original contract to provide food and beverage services for the State / 22nd District Agricultural Association / Del Mar Fairgrounds, exercising the option two (2), the eighth, ninth and tenth year of a ten (10) year Agreement, **January 1, 2019, through December 31, 2021.** *J*
2. To provide an updated Payee Data Record (attached).
3. To provide an updated CCC-307, Contractor Certification Clause (attached).
4. To provide an updated Certificate of Insurance prior to expiration.

STATE AGREES:

1. To pay Contractor a total anticipated management Fee of **\$2,250,000.00 (\$750,000./yr)** upon receipt of proper monthly invoice of materials and services.

Except as amended herein, all terms and conditions remain as previously agreed by the parties.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

| | |
|---|--|
| CONTRACTOR | CALIFORNIA Department of General Services Use Only |
| <small>CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)</small> Premier Food Services, Inc. | |
| <small>BY (Authorized Signature)</small> <i>[Signature]</i> | <small>DATE SIGNED (Do not type)</small> <i>Sept 10, 2018</i> |
| <small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> Shaun Beard, Senior Vice President | |
| <small>ADDRESS</small> 7966 Arjons Drive, San Diego, CA 92126 | |
| STATE OF CALIFORNIA | |
| <small>AGENCY NAME</small> 22nd District Agricultural Association | |
| <small>BY (Authorized Signature)</small> <i>[Signature]</i> | <small>DATE SIGNED (Do not type)</small> <i>9/27/12</i> |
| <small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> Timothy J. Fennell, CEO/General Manager | |
| <small>ADDRESS</small> 2260 Jimmy Durante Blvd., Del Mar, CA 92014 | |
| <input type="checkbox"/> Exempt per: | |
| Fund Title – 695-100-900-175-41 Expenses | |
| <small>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF STATE ACCOUNTING OFFICER</small> <i>[Signature]</i> <small>Date</small> <i>9/28/18</i> | |

CONTRACTS MANAGER

DEPARTMENT MANAGER

AMENDMENT NO. 3
FOOD AND BEVERAGE SERVICES AGREEMENT NO. 12-009/41

This Amendment is made and entered into on November 14, 2018, between the Parties, the 22nd District Agricultural Association/Del Mar Fairgrounds (hereinafter referred to as "District") and Premier Food Services, Inc. (hereinafter referred to as "Premier/SMG") and together hereinafter referred to as "the Parties". This Amendment is subject to the approval of the California Department of General Services.

RECITALS

WHEREAS, the District and Premier/SMG have operated under an Agreement No. 12-009/41 (hereinafter "Agreement"), first effective January 1, 2012 through December 31, 2015, and thereafter extended for three years through December 31, 2018 (Amendment No. 1) and thereafter extended for three years through December 31, 2021 (Amendment No. 2), to have Premier/SMG provide food and beverage management services to District on an exclusive basis; and

WHEREAS, Premier/SMG has performed and continues to perform all of its duties and responsibilities under the Agreement to the satisfaction of the District; and

WHEREAS, as part of its contractual responsibilities, Premier/SMG operates and manages and continues to operate and manage the food and beverage concessions operation in the Del Mar Satellite Wagering Facility; and

WHEREAS, it is in the business and financial interest of the District, at its earliest opportunity, to expand the use of the Del Mar Satellite Wagering Facility to include a music and entertainment venue and it is detrimental to the business and financial interest of the District to delay such expansion, and

WHEREAS, Premier/SMG has the exclusive right to operate and manage food and beverage concessions at the satellite wagering facility through December 31, 2021, and

WHEREAS, the District in cooperation with Premier/SMG can obtain \$2 million in capital investment from Premier/SMG to convert the satellite wagering facility to include a music and entertainment venue, and

WHEREAS, Premier/SMG in collaboration with District will agree to provide event and entertainment booking and production company services, acceptable to and in compliance with specific terms and conditions required by District, and

WHEREAS, in consideration of its \$2 million in capital investment in the Del Mar Satellite Wagering Facility, Premier/SMG wishes to have a five-year extension of the Agreement, and

WHEREAS, without the cooperation and agreement of Premier/SMG as well as its capital investment, the District will be unable, as a practical and financial matter, to expand the use of

the Del Mar Satellite Wagering Facility to include a music and entertainment venue until after December 31, 2021 at the earliest,

NOW THEREFORE, in consideration of the above recitals, the District and Premier/SMG enter into this Amendment No. 3 which extends the Agreement for a minimum five-year term with an additional five-year mutual option and with new terms and conditions specifically relating to the operation of the Del Mar Satellite Wagering Facility to include a music and entertainment venue.

AGREEMENT

Agreement No. 12-009/41 is hereby amended as follows:

PREMIER/SMG AGREES:

1. To provide additional services to include management of music and entertainment promoter relationships and entertainment event bookings for the Satellite Wagering Facility venue (hereinafter "SSRP Music Venue"). In furtherance of this responsibility Premier/SMG will collaborate and work in conjunction with the District's Booking Department according to guidelines mutually agreeable to the Parties.
2. Except as specifically provided otherwise in this Amendment No. 3, to continue to provide food and beverage services to the District for the SSRP Music Venue as well as all other services currently provided under the Agreement under the same terms and conditions as required by the Agreement.
3. To provide \$2 million to the District to be used by the District for capital investment in the SSRP Music Venue. Payment of this amount shall be made to the District in two installments as follows: Seven hundred fifty thousand dollars (\$750,000.00) on January 3, 2019 and the balance of one million two hundred fifty thousand dollars (\$1,250,000.00) on January 3, 2020.
4. To account for the \$2 million capital investment by amortizing the \$2 million amount on a straight-line basis over a period of ten (10) years commencing January 1, 2022, i.e., as an operational expense of \$200,000.00 per year attributable solely to the financial results of the SSRP Music and Entertainment Venue.
5. Except as specifically provided otherwise below, Premier/SMG will continue to be responsible for all food and beverage services included in the Agreement at the same commission structure of twelve and one-half percent (12.5%).

DISTRICT AGREES:

1. In consideration of the \$2 million in capital investment by Premier/SMG in the SSRP Music Venue, to extend the term of the Agreement (#12-009/41) by five (5) years from December 31, 2021 to December 31, 2026. In further consideration, but if and only if both parties, at the sole discretion of each, agree, to extend the Agreement for an additional five (5) years from December 31, 2026 to December 31, 2031.

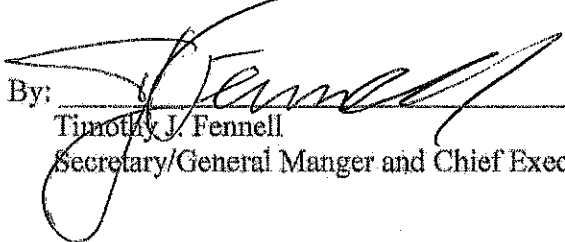
2. To pay annually to Premier/SMG thirty (30%) of net profits from the music and entertainment events conducted at the SSRP Music and Entertainment Venue or one hundred thousand dollars (\$100,000.00), whichever is greater, until such payments equal \$2 million. Thereafter District will pay to Premier/SMG twelve and one-half percent (12.5%) of the net profits from the SSRP Music and Entertainment Venue, consistent with the required payment for all other food and beverage services under the Agreement. If the Agreement is not renewed and terminates on December 31, 2026, District will pay to Premier/SMG the undepreciated balance, if any, remaining of the \$2 million capital investment.

THE PARTIES AGREE:

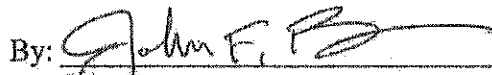
1. All other terms and conditions of Agreement No. 12-009/41 and any previous amendments, not inconsistent with the terms contained in this Amendment No. 3, shall remain unchanged and in effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective Chief Executive Officers, effective November , 2018.

22nd DISTRICT AGRICULTURAL ASSOCIATION

By: 
Timothy J. Fennell
Secretary/General Manger and Chief Executive Officer

SMG/PREMIER FOOD SERVICES, INC.

By: 
John Burns
Exec. VP/CFO SMG, SAVOR & Premier Brands
300 Conshohocken State Road – Suite 770
West Conshohocken PA 19428

SMG, a Pennsylvania General Partnership
By SMG Holdings I, LLC, a Delaware LLC,
General Partner

AMENDMENT NO. 4
FOOD AND BEVERAGE SERVICES AGREEMENT NO. 12-009/41

This Amendment is made and entered into on March 12, 2019, between the 22nd District Agricultural Association, also known as the Del Mar Fairgrounds (“District”) and Premier Food Services, Inc. (“Premier/SMG”). The District and Premier/SMG are sometimes referred to collectively as the “Parties” in this Amendment. This Amendment may be subject to approval of the California Department of General Services.

RECITALS

1. The District, along with the Del Mar Race Track Authority, the State Race Track Leasing Commission and U.S. Bank National Association (as Trustee) entered into a Pledge Agreement on August 1, 2015 (the “Pledge Agreement”). The Pledge Agreement, provides, among other things, that the District will not enter into any amendment or modification of the agreement with Premier/SMG, or any new agreement for concessions, unless “such amendment, modification or alteration or new agreement will not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes” and “the District will not amend, modify or alter the Concession Agreement, or any successor agreement, in any manner that would have the effect of reducing the Concession Net Revenues received by the District pursuant to the Concession Agreement.”

2. The District and Premier/SMG are parties to Event Agreement No. 12-009/41 (“Agreement”). The term of the Agreement is from January 1, 2012, through December 31, 2015, with up to two (2) additional three (3) year terms that are subject to District approval. The District approved Amendment No. 1 to the Agreement extending the Agreement for three years through December 31, 2018 (Amendment No. 1) and thereafter approved Amendment No. 2 to the Agreement for an additional three years through December 31, 2021;

3. The District and Premier/SMG entered into Amendment No. 3 to the Agreement on or around November 14, 2018; and

4. Premier/SMG has performed and continues to perform all of its duties and responsibilities under the Agreement and to the satisfaction of the District.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Amendment No. 4, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, District and Premier/SMG agree as follows:

AGREEMENT

1. Capitalized terms used but not defined in this Amendment No. 4 shall have the same meanings ascribed to those terms in the Agreement, the Amendments to that Agreement, and the Pledge Agreement.

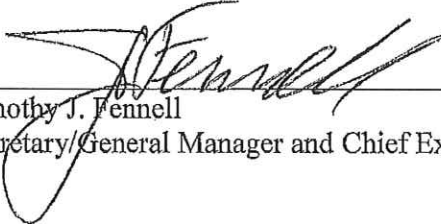
2. This Amendment No. 4 incorporates each and every Recital set forth above.
3. Page 3, Section 2 of Amendment No. 3 is deleted in its entirety and replaced with the following new Section 2:
 2. To pay annually to Premier/SMG thirty (30%) of net profits from the music and entertainment events conducted at the SSRP Music and Entertainment Venue or one hundred thousand dollars (\$100,000.00), whichever is greater, until such payments equal \$2 million. Thereafter District will pay to Premier/SMG twelve and one-half percent (12.5%) of the net profits from the SSRP Music and Entertainment Venue, consistent with the required payment for all other food and beverage services under the Agreement. If the Agreement is not renewed and terminates on December 31, 2026, District will pay to Premier/SMG the undepreciated balance, if any, remaining of the \$2 million capital investment. Notwithstanding the foregoing, the annual payment by the District to Premier/SMG under this Section 2 is only required in a year where the "Concession Net Revenues" (as "Concession Net Revenues" is defined in the Pledge Agreement) retained by the District under the Agreement, less the annual payment required under this Section 2, is equal to at least Four Million Dollars (\$4,000,000).
4. This Amendment No. 4 is not valid or enforceable unless and until it is approved during a public meeting by a majority vote of the Association's Board of Directors.
5. Except as expressly set forth above, all of the provisions of the Agreement, including without limitation, all Amendments to the Event Agreement, are republished by this Amendment No. 4 and shall remain unmodified and in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

6. This Amendment No. 4 shall be governed and construed in accordance with the laws of the State of California, without regard to conflicts of law.

22nd DISTRICT AGRICULTURAL ASSOCIATION


By:



Timothy J. Fennell
Secretary/General Manager and Chief Executive Officer

SMG/PREMIER FOOD SERVICES, INC.

By:



John Burns
Exec. VP/CFPO SMG, SAVOR & Premier Brands
300 Conshokocken State Road – Suite 770
West Conshohocken PA 19248

SMG, a Pennsylvania General Partnership
By SMG Holdings I, LLC, a Delaware LLC, General Partner



Item 8-B: Finance Committee Report **[Information Item]**

Background

The Finance Committee (“Committee”) is charged by the Board Chair with reviewing and monitoring financial data and information pertaining to the 22nd DAA, including the CEO’s proposed budget; making recommendations to the Board regarding financial matters, including day-to-day land use decisions; developing and amending financial policies; and reviewing and recommending insurance policies and programs for Board consideration.

Process/Approach

The Committee discussed opportunities to improve operational efficiency, reduce expenses, and maximize revenue across District operations. Members requested budget and financial reports for reviewing and evaluating spending redundancies, operational inefficiencies, and contract performance across multiple departments and vendors.

The Committee requested a review of staffing models and labor costs, including an evaluation of employee utilization within the Legends operation, the relationship between staffing levels and workload, and whether food and beverage operations during horse racing events are generating unnecessary costs. Members also requested an evaluation of contracts that may be candidates for renegotiation.

The Committee would like to dissect the banking, credit card processing, and cash management practices. Members requested an analysis of cardless transaction performance, including whether revenues were impacted following the transition to a cashless environment, and a breakdown of processing fees by event and revenue source. The Committee discussed opportunities to renegotiate existing agreements, evaluate alternative vendors through a competitive bidding process, and invited CBNT to attend the June 18 Finance Committee meeting to discuss banking and credit card fees.

The Committee discussed the District's current investment practices and whether the District should consider developing a formal investment policy for available cash reserves. Staff were asked to review applicable legal requirements and determine whether there are limitations on investment options as a state agency.

The Committee also requested reviews of several major contracts and service agreements, including first aid services, shuttle transportation services, Southwest Strategies, and Bodwell. Discussion included contract expiration dates, service levels, costs, and whether certain services could be performed in-house to reduce expenses. Members requested a comprehensive list of all vendor contracts exceeding \$500,000, regardless of procurement method.

The Committee reviewed opportunities to improve guest experience and operational efficiency through technology enhancements, including the potential development of a Fairgrounds mobile application.

The Committee also deliberated on opportunities to activate The Sound through a special event or after-party concept designed to increase attendance, generate revenue, and introduce new guests to the venue. Staff presented a potential event featuring a nationally recognized DJ, with ticket pricing models ranging from approximately \$65-\$85 per ticket and the potential inclusion of premium experiences such as reserved seating, bottle service, and VIP tables. Alternative event concepts were also discussed, including a lower-cost entertainment option, an open house format, and food and beverage-driven promotions.

The Committee reviewed artist fees, ticket pricing, food and beverage offerings, marketing strategy, sponsorship opportunities, timeline constraints, and overall financial risk. Members discussed the importance of developing a sustainable event model that could grow over time while balancing revenue opportunities with operational considerations. The Committee also discussed opportunities to maximize attendance through strategic partnerships, enhanced guest experiences, and promotional support from DMTC and Belly Up.

Note

There are no monthly or year-to-date financial performance summaries this month. That reporting will resume after the Fair.

Executive Summary

The Finance Committee reviewed opportunities to improve operational efficiency, reduce expenses, and maximize revenue across District operations. Areas of focus included vendor contract performance, banking and credit card processing fees, cash management practices, staffing efficiencies, and service delivery models.

The Committee directed staff to further evaluate major vendor contracts, identify potential cost-saving opportunities, and review banking and credit card processing expenses. The Committee also discussed the District's current investment practices and whether a formal investment policy should be considered for available cash reserves, subject to legal review and applicable state requirements.

Additionally, the Committee reviewed potential revenue-generating opportunities at The Sound, including special events, enhanced guest experiences, and strategic partnerships designed to increase attendance and support long-term financial sustainability.

The Committee will continue its review of these matters and may bring future recommendations to the Board for consideration.

22nd DAA
Consolidated Balance Sheet (DAA, RTA, RTLC)
As of April 30, 2026

| | <u>2026</u> | <u>2025</u> | <u>2024</u> |
|--|------------------------------|------------------------------|------------------------------|
| Assets | | | |
| 1 Cash | \$ 24,603,889 | \$ 27,639,094 | \$ 28,884,794 |
| Reserves - BOD as DAA Reserved Funds | 11,250,000 | - | - |
| Reserves - Surf & Truf Utility | 122,896 | - | - |
| Restricted Cash - JLA | 132,555 | 79,212 | 59,897 |
| 2 Restricted Cash - F&B Equipment Fund | 19,998 | 18,718 | 51,157 |
| 3 Restricted Cash - RTA | 9,119,568 | 10,175,089 | 11,404,929 |
| Total Cash and Cash Equivalents | <u>45,248,905</u> | <u>37,912,112</u> | <u>40,400,777</u> |
| Accounts Receivable | 2,450,986 | 1,320,453 | 3,745,292 |
| Prepaid Expenses | 688,447 | 415,606 | 562,499 |
| 4 Deferred Outflows Pension | 7,899,241 | 7,899,241 | 7,035,722 |
| Total Current Assets | <u>11,038,674</u> | <u>9,635,300</u> | <u>11,343,512</u> |
| Land and Land Improvements | 46,612,707 | 46,998,212 | 45,162,247 |
| Building and Improvements | 217,732,667 | 218,329,352 | 217,564,033 |
| Equipment | 41,836,834 | 41,276,706 | 38,911,793 |
| Capital Projects in Process | 2,089,225 | 2,364,566 | 4,758,516 |
| Accumulated Depreciation | (212,664,159) | (205,781,798) | (195,155,037) |
| Total Capital Assets | <u>95,607,274</u> | <u>103,187,037</u> | <u>111,241,552</u> |
| Total Assets | <u>\$ 151,894,853</u> | <u>\$ 150,734,450</u> | <u>\$ 162,985,842</u> |
| Liabilities | | | |
| Accounts Payable | 6,588,961 | 6,546,847 | 6,439,749 |
| Payroll Liabilities | 1,448,740 | 1,343,595 | 1,118,114 |
| Accrued Liabilities | 1,706,865 | 1,654,769 | 1,767,517 |
| Other Current Liabilities | 726,958 | 799,091 | 605,868 |
| 6 Deferred Revenue | 7,107,651 | 5,860,007 | 5,012,674 |
| 5 Current Long Term Debt | 1,291,581 | 1,181,547 | 1,996,780 |
| 7 Accrued Employees Leave Liabilities | 1,382,509 | 1,288,390 | 1,386,716 |
| 8 Long Term Debt | 51,164,704 | 54,170,353 | 56,994,275 |
| Reserve - F&B Equipment Fund | 422,019 | 114,475 | 16,063 |
| Reserve - JLA | 82,783 | 60,691 | 43,292 |
| 4 Pension Liability | 25,529,102 | 25,482,246 | 21,426,711 |
| 4 Deferred Inflows - Pension | 1,753,746 | 1,753,746 | 1,717,258 |
| Total Liabilities | <u>99,205,620</u> | <u>100,255,758</u> | <u>98,525,015</u> |
| Net Resources | | | |
| Contributed Capital | 78,895,171 | 78,877,171 | 78,877,171 |
| Less Contributed Capital to RTA | (34,358,470) | (34,358,470) | (34,358,470) |
| Net Resources - Unrestricted | 17,302,794 | 22,863,164 | 11,515,553 |
| Investment in Capital Assets | (3,891,786) | (3,891,786) | (3,891,786) |
| | <u>57,947,708</u> | <u>63,490,079</u> | <u>52,142,468</u> |
| Net Proceeds from Operations | (5,258,548) | (13,011,387) | 12,318,358 |
| Total Net Resources | <u>52,689,161</u> | <u>50,478,692</u> | <u>64,460,826</u> |
| Total Liabilities and Net Resources | <u>\$ 151,894,780</u> | <u>\$ 150,734,450</u> | <u>\$ 162,985,842</u> |

1- Minimum Operating Fund Balance (Policy 4.05) requirement is \$19.933M.

2- Per Food & Beverage Services agreement, 1.50% of all Gross Revenues for unexpected or emergency expenses, including repair and maintenance of equipment.

3- Per bond Pledge Agreement, maintain Reserve account and District cash separately equal to at least Maximum Annual Debt Service.

4- Information provided by CDFA/State Controllers Office; results from changes in components of net pension liability; applicable to a future reporting period.

5- Current portion of long-term debt due within the next 12 months.

6- Advance payments for events/activities in the future.

7- Due to employees at time of separation for paid leave balances.

8- RTA Bonds \$27.3M; Ibank WQI \$5.7M; Ibank Sound \$12.6M; Premier \$1.3M; Energy Efficiency \$3.1M; CalPers SB84 \$1.5M.

22nd DAA
Income Statement
For the Period Ending April 30, 2026
DAA

| | April 2026 | | | Year-to-Date | | | Full 2026 |
|--|--------------------|--------------------|-----------------|--------------------|--------------------|------------------|-------------------|
| | Actual | Budget | Variance | Actual | Budget | Variance | Budget |
| REVENUES | | | | | | | |
| Concessions Revenue | 497,966 | 439,094 | 58,872 | 1,723,136 | 1,408,846 | 314,290 | 47,404,003 |
| <i>Food & Beverage Contract</i> | 492,350 | 432,994 | 59,356 | 1,697,389 | 1,384,446 | 312,944 | 22,860,746 |
| Facility Rentals Revenue | 449,400 | 411,307 | 38,093 | 1,655,056 | 1,593,909 | 61,147 | 9,259,914 |
| Leases Revenue | 52,018 | 56,827 | (4,809) | 219,521 | 226,700 | (7,179) | 688,114 |
| Program Revenues | 494,464 | 580,208 | (85,744) | 2,153,236 | 2,000,689 | 152,547 | 8,857,303 |
| <i>Parking</i> | 326,612 | 476,023 | (149,411) | 1,738,353 | 1,623,993 | 114,360 | 8,013,563 |
| <i>Participation Fees</i> | 119,588 | 54,185 | 65,403 | 218,357 | 149,696 | 68,661 | 273,740 |
| <i>Satellite Wagering</i> | 48,264 | 50,000 | (1,736) | 196,526 | 227,000 | (30,474) | 507,000 |
| OPERATING REVENUE TOTALS | 1,493,848 | 1,487,436 | 6,412 | 5,750,948 | 5,230,144 | 520,805 | 81,091,963 |
| Contributions | 198,200 | 206,000 | (7,800) | 218,350 | 234,500 | (16,150) | 1,880,600 |
| <i>Sponsorships</i> | 196,400 | 203,900 | (7,500) | 208,100 | 215,600 | (7,500) | 1,407,800 |
| Other Non-Operating Revenue | 22,236 | 9,406 | 12,830 | 442,662 | 289,844 | 152,818 | 1,226,705 |
| <i>Interest Earnings</i> | 0 | 0 | 0 | 371,137 | 247,500 | 123,637 | 990,000 |
| Reimbursed Costs | 83,902 | 87,251 | (3,349) | 585,565 | 320,589 | 264,976 | 1,971,192 |
| Prior Year Revenue | 55,000 | 0 | 55,000 | 50,232 | 0 | 50,232 | 0 |
| NON-OPERATING REVENUE TOTALS | 359,338 | 302,657 | 56,681 | 1,296,809 | 844,933 | 451,876 | 5,078,497 |
| TOTAL REVENUE | 1,853,186 | 1,790,093 | 63,093 | 7,047,757 | 6,075,077 | 972,681 | 86,170,460 |
| EXPENSES | | | | | | | |
| Payroll & Related Expense | 1,312,561 | 1,399,970 | 87,409 | 4,680,198 | 5,247,288 | 567,091 | 19,340,798 |
| <i>Professional Development</i> | 1,195 | 6,700 | 5,505 | 41,561 | 127,749 | 86,188 | 286,599 |
| Professional Services Expense | 958,398 | 1,040,872 | 82,474 | 3,703,405 | 3,871,189 | 167,784 | 29,193,709 |
| <i>Food & Beverage Expense</i> | 569,788 | 556,132 | (13,656) | 2,129,591 | 2,188,434 | 58,843 | 18,871,587 |
| Insurance Expense | 179,933 | 159,436 | (20,497) | 806,758 | 727,744 | (79,014) | 2,222,077 |
| Facility & Related Expense | 393,419 | 363,934 | (29,485) | 1,362,567 | 1,415,646 | 53,078 | 7,087,323 |
| <i>Equipment & Small Wares</i> | 6,548 | 0 | (6,548) | 12,209 | 0 | (12,209) | 0 |
| <i>Telephone & Internet</i> | 8,119 | 8,839 | 720 | 32,879 | 35,041 | 2,162 | 106,918 |
| <i>Repairs & Maintenance</i> | 74,908 | 92,546 | 17,638 | 229,159 | 395,484 | 166,325 | 918,552 |
| <i>Utilities</i> | 289,522 | 238,000 | (51,522) | 1,049,433 | 927,000 | (122,433) | 3,910,000 |
| Supplies Expense | 185,729 | 242,016 | 56,287 | 483,422 | 903,195 | 419,773 | 1,791,386 |
| Marketing & Related Expense | 139,259 | 437,026 | 297,767 | 225,043 | 584,613 | 359,570 | 1,409,606 |
| Program Expenses | 56,523 | 81,377 | 24,854 | 189,590 | 274,022 | 84,432 | 17,326,038 |
| Other Operating Expense | 114,755 | 171,873 | 57,118 | 413,021 | 481,412 | 68,391 | 2,726,623 |
| <i>Bank & Service Fees</i> | 49,258 | 83,563 | 34,305 | 157,202 | 179,172 | 21,969 | 1,868,283 |
| <i>Interest Expense</i> | 65,517 | 68,310 | 2,793 | 255,633 | 273,240 | 17,607 | 809,440 |
| OPERATING EXPENSE TOTALS | 3,340,577 | 3,896,503 | 555,927 | 11,864,005 | 13,505,108 | 1,641,103 | 81,097,561 |
| Other Non-Operating Expense | | | | | | | |
| <i>Prior Year Expense</i> | 159 | 0 | (159) | 72,354 | 0 | (72,354) | 0 |
| NON-OPERATING EXPENSE TOTALS | 159 | 0 | (159) | 72,354 | 0 | (72,354) | 0 |
| TOTAL EXPENSE | 3,340,736 | 3,896,503 | 555,767 | 11,936,359 | 13,505,108 | 1,568,749 | 81,097,561 |
| NET INCOME (LOSS) | (1,487,550) | (2,106,410) | 618,860 | (4,888,602) | (7,430,032) | 2,541,430 | 5,072,900 |

Note: Positive variances in this report denote better than expected results for that element.

22nd DAA
Income Statement
 For the Period Ending April 30, 2026
The Sound

| | April 2026 | | | Year-to-Date | | | Full 2026 |
|-------------------------------------|-----------------|------------------|-----------------|------------------|------------------|---------------|------------------|
| | Actual | Budget | Variance | Actual | Budget | Variance | Budget |
| REVENUES | | | | | | | |
| Concessions Revenue | 188,442 | 123,339 | 65,103 | 614,828 | 592,028 | 22,800 | 1,998,093 |
| <i>Food & Beverage Contract</i> | 188,442 | 123,339 | 65,103 | 614,828 | 592,028 | 22,800 | 1,998,093 |
| Facility Rentals Revenue | 70,435 | 42,185 | 28,250 | 212,662 | 202,488 | 10,174 | 632,775 |
| Program Revenues | 62,096 | 41,500 | 20,596 | 189,296 | 199,200 | (9,904) | 631,800 |
| <i>Parking</i> | 62,096 | 41,500 | 20,596 | 189,296 | 199,200 | (9,904) | 631,800 |
| OPERATING REVENUE TOTALS | 320,973 | 207,024 | 113,949 | 1,016,786 | 993,716 | 23,070 | 3,262,668 |
| Other Non-Operating Revenue | 830 | 0 | 830 | 3,820 | 0 | 3,820 | 0 |
| Reimbursed Costs | 1,413 | 0 | 1,413 | 4,611 | 0 | 4,611 | 0 |
| NON-OPERATING REVENUE TOTALS | 2,243 | 0 | 2,243 | 8,431 | 0 | 8,431 | 0 |
| | | | 0 | | | | |
| TOTAL REVENUE | 323,217 | 207,024 | 116,192 | 1,025,217 | 993,716 | 31,501 | 3,262,668 |
| EXPENSES | | | | | | | |
| Payroll & Related Expense | 252,859 | 180,833 | (72,026) | 772,274 | 742,398 | (29,876) | 1,247,642 |
| Professional Services Expense | 73,589 | 73,787 | 198 | 255,299 | 349,081 | 93,782 | 1,168,598 |
| <i>Food & Beverage Expense</i> | 72,714 | 73,787 | 1,073 | 247,236 | 349,081 | 101,845 | 1,168,598 |
| Insurance Expense | 23,280 | 11,105 | (12,175) | 82,391 | 42,283 | (40,108) | 71,240 |
| Facility & Related Expense | 576 | 1,200 | 624 | 14,655 | 4,800 | (9,855) | 12,000 |
| <i>Equipment & Small Wares</i> | 0 | 0 | 0 | 2,477 | 0 | (2,477) | 0 |
| <i>Repairs & Maintenance</i> | 576 | 1,200 | 624 | 11,821 | 4,800 | (7,021) | 12,000 |
| Supplies Expense | 3,427 | 1,500 | (1,927) | 10,210 | 1,500 | (8,710) | 14,500 |
| Program Expenses | 0 | 0 | 0 | 0 | 0 | 0 | 61,800 |
| Other Operating Expense | 42,528 | 46,738 | 4,210 | 177,826 | 181,828 | 4,002 | 531,560 |
| <i>Bank & Service Fees</i> | 455 | 3,438 | 2,983 | 9,532 | 8,628 | (904) | 16,760 |
| <i>Interest Expense</i> | 42,074 | 43,300 | 1,226 | 168,295 | 173,200 | 4,905 | 514,800 |
| OPERATING EXPENSE TOTALS | 396,259 | 315,163 | (81,096) | 1,312,656 | 1,321,891 | 9,235 | 3,107,339 |
| Other Non-Operating Expense | | | | | | | |
| NON-OPERATING EXPENSE TOTALS | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL EXPENSE | 396,259 | 315,163 | (81,096) | 1,312,656 | 1,321,891 | 9,235 | 3,107,339 |
| NET INCOME (LOSS) | (73,042) | (108,139) | 35,097 | (287,438) | (328,174) | 40,736 | 155,328 |

General Note: Positive variances in this report denote better than expected results for that element.

Note 1: In April, The Sound hosted seven shows, whereas the budgeted assumption was for five. Year-to-date, The Sound has hosted 23 shows, compared to 24 forecasted in the budget.

Food & Beverage Report Apr-26

April 2026 Food Service Revenues were \$492,350. Budgeted Revenues for April 2026 were \$432,994

Net distribution to the District for April 2026 was (\$86,086) or -17.5%. Budgeted distribution for April 2026 was (\$123,138) or -28.4%.

Year-to-date 2026 distribution to the District is (\$461,362) or -27.2%. The budgeted distribution for YTD 2026 was (\$803,987) or -58.1%.

| Apr-26 | 2026 ACTUAL | % | 2026 BUDGET | % | 2025 ACTUAL | % |
|---------------------|------------------------|----------|------------------------|----------|------------------------|----------|
| TOTAL REVENUE | 492,350 | 100.0% | 432,994 | 100.0% | 376,723 | 100.0% |
| TOTAL COGS | 73,400 | 14.9% | 77,307 | 17.9% | 61,948 | 16.4% |
| GROSS MARGIN | 418,951 | 85.1% | 355,687 | 82.1% | 314,775 | 83.6% |
| TOTAL PAYROLL | 401,180 | 81.5% | 400,834 | 92.6% | 355,398 | 94.3% |
| OPERATING EXPENSES | 116,154 | 23.6% | 95,583 | 22.1% | 90,752 | 24.1% |
| NET PROFIT | (98,383) | -20.0% | (140,729) | -32.5% | (131,375) | -34.9% |
| CLIENT DISTRIBUTION | (86,086) | -17.5% | (123,138) | -28.4% | (114,953) | -30.5% |

| YTD | 2026 ACTUAL | % | 2026 BUDGET | % | 2025 ACTUAL | % |
|---------------------------|------------------------|----------|------------------------|----------|------------------------|----------|
| TOTAL REVENUE | 1,697,389 | 100.0% | 1,384,445 | 100.0% | 1,155,517 | 100.0% |
| TOTAL COGS | 272,434 | 16.1% | 260,935 | 18.8% | 188,249 | 16.3% |
| GROSS MARGIN | 1,424,955 | 83.9% | 1,123,510 | 81.2% | 967,268 | 83.7% |
| TOTAL PAYROLL | 1,394,385 | 82.1% | 1,567,730 | 113.2% | 1,432,408 | 124.0% |
| OPERATING EXPENSES | 557,840 | 32.9% | 474,622 | 34.3% | 538,202 | 46.6% |
| NET PROFIT | (527,271) | -31.1% | (918,842) | -66.4% | (1,003,342) | -86.8% |
| Y-T-D CLIENT DISTRIBUTION | (461,362) | -27.2% | (803,987) | -58.1% | (877,924) | -76.0% |



Delegation of Authority for 2026

(Effective ~~January-June 9~~¹, 2026)

Contract Authority

The CEO has delegated authority to execute expense agreements without further authorization from the Board of Directors consistent with Policy 4.03, Contract and Procurement, including Interagency Agreements, Standard Agreements up to \$50,000, and Entertainment Agreements up to \$500,000, as long as these Agreements do not exceed a one-year term. Additionally, the CEO has delegated authority to execute revenue agreements without further authorization from the Board of Directors, up to \$250,000 consisting of Rental/Operator/Lease Agreements, Sponsorship Agreements, and Vendor Agreements, as long as these Agreements do not exceed a one-year term.

Individual Project Agreements (IPA) with the California Construction Authority (CCA) require dual approval of the CEO and Board Chair or Vice Chair in the absence of the Board Chair.

All such executed agreements are to be submitted to the Board of Directors for review at the subsequent meeting.

Expense Authority

The CEO is responsible for ensuring that the organization stays within the parameters of its approved budget during the year; the Board of Directors is responsible for providing oversight to the CEO. The CEO has delegated authority for payroll and related expenses within the approved budget; expenses for contracts that were previously approved by the Board; purchases and expenses that are otherwise categorically exempt from or exceptions to competitive bidding per Policy 4.03; and up to \$100,000 for other expenses within the approved budget made through purchases or competitive bidding.

For expenses below the \$100,000 limit, the CEO is responsible for developing and maintaining operating procedures that define signatory authority levels by position.

For expenses related to emergencies or construction change orders that exceed the \$100,000 limit, approval for such expenses requires dual approval of the CEO and Board Chair or Vice Chair in the absence of the Board Chair. Any expense related to emergencies or construction change orders approved by the CEO and the Board Chair or Vice Chair shall be reported to the full Board at the next Board meeting.

Splitting expenses or orders to avoid authority limits is unacceptable.

Check Signing Authority

The CEO has authority as the first signer for checks up to \$15,000 and the other Executives shall serve as the authorized second signature on checks over \$15,000. In the absence of the CEO, signatures are required by two Executives or Board Officers on all checks.

The signatures of those authorized shall be officially recorded on bank signature cards.

In the absence of the CEO

In addition, the Board authorizes the CEO to further delegate their signature authority authorizing individuals to conduct business on behalf of the 22nd DAA only when the CEO is absent. The CEO retains responsibilities for actions taken by individuals exercising delegated authority.

Credit Card Authority

The CEO is authorized to maintain a corporate travel credit card account, authorize additional users, and develop operating procedures for the purpose of conducting business on behalf of the 22nd DAA.

Additionally, the 22nd DAA participates in the State of California Department of General Services CAL-Card Purchase Card Program. It is a payment mechanism for the purchase of goods and services. The CEO is the CAL-Card Program Administrator for the 22nd DAA and has the authority to develop and maintain operating procedures that permit cardholders and define signatory authority levels by position and in compliance with the CAL-Card Program.

Further Delegation of Authority from CEO to COO

The Board authorizes the CEO to further delegate authority to the COO to approve purchase orders up to \$5,000 and to execute expense agreements, consistent with Policy 4.03, Contract and Procurement, up to \$5,000.

This Delegation of Authority remains in place until amended or terminated by the Board ~~is issued annually and expires on December 31, 2026.~~



Item 8-B-2: Consideration and vote to extend Lease Agreement L-1846 for the Del Mar Fire Station through June 30, 2027

[Action Item]

Background

The Del Mar Fire Station is located on District property, situated at the southeast corner of the Fairgrounds. The City of Del Mar operates the Fire Station, leasing the facilities from the District through Lease Agreement L-1846 with the Department of General Services. The original agreement was set to expire on June 30, 2025, but the lease was modified to allow for a one-year extension through June 30, 2026.

Process/Approach

The Department of General Services is drafting a new lease agreement with an anticipated five-year term. Another one-year lease extension of the existing agreement (with the same terms and rent amount) will allow the City and the District (through DGS) to negotiate the lease terms and specific clauses. DGS anticipates having the draft of the 5-year agreement ready for review this summer.

The Del Mar City Council voted to approve the one-year lease extension at its June 2 meeting. It now requires approval by the District Board of Directors.

Committee Input

The Finance Committee suggests that a longer-term lease should preserve the 24-month notice termination rights described in Section 7 of L-1846, as well as the ability to revisit or renegotiate requirements related to alternative sites and relocation costs under Section 8. These provisions could be important as the District advances Master Site Planning efforts, and as land use assumptions and priorities evolve and shift over time. Other potential considerations include affordable housing discussions and the City of Del Mar's proposed San Dieguito Lagoon levee project. In that context, it may be in the District's best interest to maintain flexibility.

Recommendation

The Finance Committee recommends that the Board approve a one-year extension of Lease Agreement L-1846 to extend the Del Mar Fire Station lease through June 30, 2027 to allow for negotiation of a longer-term lease.

FACILITY LEASE

| |
|--|
| <u>LEASE COVERING PREMISES LOCATED AT</u> |
| 22ND District Agricultural Association |
| <u>AGENCY</u> |
| Department of Food and Agriculture |

Lease No.: L-1846

THIS LEASE, dated for reference purposes only, October 25, 2000, is made by and between the State of California, acting by and through the 22nd District Agricultural Association, with the approval of the Department of Food and Agriculture and the Department of General Services, hereinafter called STATE, and, the City of Del Mar, hereinafter called LESSEE.

WITNESSETH:

DESCRIPTION

1. STATE does hereby lease to LESSEE, and LESSEE hereby hires from STATE approximately .436 acres of property situated on the south side of the Del Mar Fairgrounds, in the City of Del Mar, County of San Diego, State of California, hereinafter called the Premises, as outlined and more particularly described in Exhibit "A" consisting of three (3) pages attached hereto and incorporated herein by this reference.

TERM

2. The term of this Lease shall commence on July 1, 2000, and shall terminate on June 30, 2025, with such rights of termination as set forth in Paragraph 7 of this Lease.

USE

3. LESSEE shall use the leased Premises for the operation of a fire station, and for no other purposes. LESSEE shall have exclusive use of the adjacent parking lot containing 19 parking spaces, as shown on Exhibit "A" hereto, together with the right of ingress and egress to the leased Premises. LESSEE shall have access to the leased Premises twenty-four (24) hours per day, seven (7) days per week.

RENT

4. (a) The first annual rental payment of FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00) is due and payable at the time of execution of this Lease, for the period of July 1, 2000 through June 30, 2001. Thereafter, rents shall be paid annually in advance, on or before the 1st day of July, continuing throughout the term of the Lease, as adjusted in Paragraph 5 of this Lease.

(b) Rental payments shall be paid directly to:

22nd District Agricultural Association (L-1846)
Del Mar Fairgrounds
2260 Jimmy Durante Boulevard
Del Mar, CA 92014-2216

LESSEE'S method of payment shall be paid directly to the above address, shall display the STATE's lease number as shown on page 1 of this document, and shall not require receipt of an invoice prior to issuance of payment.

CPI ESCALATOR

5. (a) Beginning on July 1, 2001 and each July 1 thereafter during the term of this Lease, the STATE will automatically increase the annual rent payable under this Lease. The amount of the annual rental adjustment shall be determined by multiplying \$40,000.00 by the percentage which the Consumer's Price Index (CPI)** for the preceding April increased over the same Index for the month of April 2000 which shall be the base period; or 5% per annum, whichever is greater. The annual rental increase shall not exceed 10% during the term of the Lease.

In the event the above-mentioned Index is discontinued prior to the expiration of this Lease, the STATE shall immediately request the Bureau of Labor Statistics of the U.S. Department of Labor to supply a formula for the conversion of the above-mentioned index to a similar index then available; and, said formula shall thenceforth be the basis for computation.

**U.S. Bureau of Labor Statistics, U.S. City Average, All Items Series A (1982-1984=100), "Urban Wage Earners and Clerical Workers."

UTILITIES

6. (a) STATE shall pay all water and sewer costs or charges. LESSEE agrees to utilize their best efforts to conserve water and sewer usage.

(b) LESSEE shall pay said rent as herein provided and all electric and gas (propane) costs or charges. LESSEE shall also be responsible for payment of all telephone installation costs as well as the telephone service and repair costs in connection with LESSEE's use of said Premises during the term of this Lease.

TERMINATION

7. The parties hereto agree that LESSEE may terminate this Lease at any time by giving notice to the STATE in writing sixty (60) days prior to the date when such termination shall become effective. On or after March 1, 2002, STATE may terminate this Lease if the STATE's Master Plan for the Del Mar Fairgrounds requires another use of the Premises by giving LESSEE twenty-four (24) months prior written notice of the date such termination shall become effective. Written notice shall be delivered as listed in Paragraph 9 (Notices Paragraph) of this Lease.

RELOCATION

8. In the event STATE's Master Plan for the Del Mar Fairgrounds as referenced in Paragraph 7 of this Lease, requires another use of the Premises, STATE will offer an alternate location on the Premises to be used by LESSEE for the purpose of a fire station lease only. According to the twenty-four (24) month prior written termination notice required of STATE in Paragraph 7 of this Lease, upon said notice of termination, LESSEE will have twelve (12) months to complete lease negotiations for a new fire station lease at an alternate location. If said new Lease is not consummated (as evidenced by execution by all parties of a new Lease document) within said twelve-month period, LESSEE will have no further rights under this Lease agreement.

NOTICES

9. All notices herein provided to be given or which may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified, postage prepaid and addressed as follows:

To the LESSEE: City Clerk
City of Del Mar
1050 Camino Del Mar
Del Mar, CA 92014

NOTICES (CONT.)

To the STATE: Department of General Services
State-Owned Leasing and Development (L-1846)
1102 Q Street, Suite 6000
Sacramento, CA 95814-6511

To the STATE 22nd District Agricultural Association (L-1846)
2260 Jimmy Durante Boulevard
Del Mar, CA 92014-2216

Notice to STATE shall not be considered to be given unless made to both the District and the Department of General Services.

The address to which notices may be mailed as aforesaid to either party, may be changed by written notice given by subject party to the other, as provided herein; but nothing herein contained shall preclude the giving of any such notice by personal service.

REGULATION BY STATE

10. LESSEE shall not commit, suffer or permit any waste on said Premises or any acts to be done thereon in violation of any laws or ordinances, and will permit the STATE or its agents to enter said Premises at any reasonable time to inspect the same. LESSEE shall promptly notify STATE of any damage to leased Premises.

HOLDING OVER

11. (a) Any holding over after the expiration of the said term or any extension thereof, with the written consent of the STATE expressed or implied, shall be deemed a tenancy only from month to month and shall otherwise be on the terms and conditions specified so far as applicable.

(b) STATE offers and LESSEE accepts no assurance that the leased Premises or any other comparable space or facilities at the site described herein will be made available to LESSEE beyond the term stated above or as said term is reduced as provided herein.

ASSIGNMENT AND SUBLETTING

12. LESSEE shall not assign this Lease in any event, shall not sublet the leased Premises or any part thereof and will not permit the use of the Premises by anyone other than LESSEE.

CONDITION OF PREMISES

13. LESSEE has had continuous and uninterrupted possession of the Premises since 1964, is aware of the current condition of the Premises, and accepts the Premises in "As Is" condition.

LESSEE has inspected said Premises and it is agreed that the acreage stated herein and on the attached Exhibit "A" is only approximate and the STATE does not hereby warrant or guarantee the actual acreage included hereunder.

REPAIRS AND MAINTENANCE

14. (a) LESSEE shall, at its sole cost and expense, during the term of this Lease furnish the following maintenance and repair services:

- (1) Maintain leased Premises in compliance with the sanitation laws and regulations of the State of California.
- (2) Maintain the interior and exterior of the buildings in good, clean, operating condition and repair.

**REPAIRS AND
MAINTENANCE
(CONT.)**

(b) STATE, shall, at its sole cost and expense, during the term of this Lease furnish the following maintenance and repair services:

- (1) With prior written authorization from STATE, LESSEE shall be reimbursed for agreed upon costs of major maintenance and permanent improvements performed by LESSEE. LESSEE shall provide STATE a written itemization of prior agreed upon expenses when submitting invoices for reimbursement. Reimbursement of said costs may be made from the following year's rent payment.
- (2) STATE shall provide maintenance of HVAC, plumbing and electrical systems. STATE shall also provide all exterior maintenance and repairs to the structure (excluding painting), walkways, parking area and fencing of the leased Premises. LESSEE shall be responsible for all painting of the interior and exterior of the structure, with the STATE's prior written approval.

CEQA

15. Any physical change to the improvements at the Premises shall comply with the California Environmental Quality Act.

REPAIRS AND
IMPROVEMENTS

16. (a) LESSEE shall not call on STATE to make any improvements or repairs on said Premises, but LESSEE agrees to keep the same in good order and condition at its own expense. LESSEE does hereby waive all rights to make repairs at the expense of STATE as provided in Section 1942 of the Civil CODE, and all rights provided for by Section 1941 of said Civil Code. LESSEE must obtain prior written approval from STATE prior to commencing any improvement or repair to the leased Premises.

(b) LESSEE may install equipment necessary or desirable for the operation of leased Premises during the term of this Lease after first receiving written approval by STATE. At the expiration or earlier termination of this Lease, said equipment shall be removed at LESSEE's sole cost and expense. All damages to the leased Premises as a result of the removal of equipment shall be repaired at the LESSEE's sole cost and expense.

(c) All work performed by LESSEE on the Premises shall be done in a lawful manner and in conformity with all applicable laws, ordinances, and regulations. The Premises shall be kept free from any and all liens and charges for labor or materials used in or as contribution to any work thereon.

(d) Beginning on September 1, 2001, and every subsequent September 1st during the term of this Lease, LESSEE shall provide STATE with a written accounting of all improvements to the leased Premises performed or provided by LESSEE pursuant to this paragraph.

Nothing in this paragraph or Lease shall be construed to permit LESSEE to undertake any alterations, additions, improvements or repairs including any additional communication or utility services to the Premises or any part thereof without first obtaining STATE's prior written consent.

**OWNERSHIP OF
IMPROVEMENTS**

17. During the term of this Lease all buildings, structures and improvements constructed on the Premises by LESSEE shall be vested in LESSEE. At the expiration or termination of this Lease, all buildings, structures and improvements constructed on the Premises by LESSEE shall vest in STATE. LESSEE shall deliver said buildings, structures and improvements to STATE in the good repair and condition, reasonable wear and tear excepted, without compensation to LESSEE, any subtenant or third party, free and clear of all claims to or against them by LESSEE, any subtenant or third party. LESSEE shall defend and hold STATE harmless from all liability arising from such claims or from the exercise by STATE of its rights under this paragraph.

In the event said buildings, structures and improvements are not delivered to STATE in good condition and repair, reasonable wear and tear excepted, STATE shall make the necessary maintenance and repairs and LESSEE shall be liable to and shall reimburse STATE for any such expenditures made, plus interest at the rate of 10%.

HOLD HARMLESS

18. This Lease is made upon the express condition that the State of California is to be free from all liability and claims for damages by reason of any injury to any person or persons, including LESSEE, or property of any kind whatsoever and to whomsoever belonging, including LESSEE, from any cause or causes whatsoever while, upon, or in any way connected with the Premises during the term of this Lease or any occupancy hereunder, except those arising out of the sole negligence of the STATE. LESSEE agrees to defend, indemnify and save harmless the State of California from all liability, loss, cost or obligation on account or arising out of any such injury or loss, however occurring.

LESSEE further agrees to provide necessary Worker's Compensation Insurance for all employees of LESSEE upon said Premises at the LESSEE's sole cost and expense.

INSURANCE

19. LESSEE shall furnish a certificate of insurance with STATE's Lease Number indicated on the face of said certificate, issued to STATE with amounts of Commercial General Liability of at least \$1,000,000 per occurrence, and shall maintain personal injury, property damage and fire insurance of at least \$1,000,000 naming the State of California, its officers, agents and employees as additional insureds. Said certificate of insurance shall be issued by an insurance company with a Best Insurance Guide rating that is acceptable to the Department of General Services, Office of Risk and Insurance Management. STATE shall have the right to reconsider these insurance requirements during the term of this Lease.

STATE shall not be liable for the payment of any premiums or assessments on the insurance coverage required by this paragraph. The certificate of insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to STATE. LESSEE agrees that the insurance herein provided for shall be in effect at all times during the term of the Lease. In the event said insurance coverage expires at any time or times during the term of this Lease, LESSEE agrees to provide STATE at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than one (1) year. In the event LESSEE fails to keep in effect at all times insurance coverage as herein provided, STATE may, in addition to any other remedies it may have, terminate this Lease upon the occurrence of such event.

INSURANCE (CONT.)

If LESSEE is self-insured, LESSEE shall provide STATE with written acknowledgment of this fact at the time of the execution of this Lease. LESSEE shall annually thereafter, on the anniversary date of execution of this Lease, provide STATE with a written acknowledgment of the continuation of its self-insured status. If, at any time after the execution of this Lease, LESSEE abandons its self-insured status, LESSEE shall immediately notify STATE of this fact.

NON-DISCRIMINATION

20. In the performance of this Lease, the LESSEE will not discriminate against any employee or application for employment because of race, color, creed, sex, national origin, ancestry, age, handicap or religion. LESSEE will take action to insure that applicants for employment and employees are treated during employment without regard to their race, color, creed, sex, national origin, ancestry, age, handicap or religion. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. LESSEE shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the STATE setting forth the provisions of this Fair Employment Practices Section. [(Government Code, Section 12920-12994)]

Remedies for willful violations:

- a. The STATE may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which the LESSEE was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the LESSEE has violated the Fair Employment Practices Act and has issued an order pursuant to the appropriate provisions of the Government Code.
- b. The STATE shall have the right to terminate this Lease and any loss of revenue sustained by the STATE by reason thereof shall be borne and paid for by the LESSEE.

RECOVERY OF LEGAL FEES

21. If action is brought by the STATE for the recovery of any rent due under the provisions hereof or for any breach hereof, or to restrain the breach of any agreement contained herein, or for the recovery of possession of said leased Premises, or to protect any rights given to the STATE against LESSEE, and if the STATE shall prevail in such action, the LESSEE shall pay to the STATE such amount in attorney's fees in said action as the court shall determine to be reasonable, which shall be fixed by the court as part of the costs of said action.

DAMAGE OR DESTRUCTION OF PREMISES

22. (a) In the event leased Premises are damaged by fire or any other cause during the term of this Lease or extension thereof, other than through the fault and negligence of LESSEE, repairs shall be made by STATE (District), at its sole expense, and with all reasonable dispatch, and LESSEE shall be allowed a reduction in rent in proportion to the ratio of the damaged area to the entire leased Premises. Such a reduction in rent shall continue during the time required for STATE (District) to make such repairs. If, after factual inquiry the parties determine that LESSEE can use and occupy the leased Premises without substantial inconvenience, there shall be no reduction in rent.

**DAMAGE OR
DESTRUCTION OF
PREMISES (CONT.)**

If the leased Premises cannot be occupied without substantial inconvenience, LESSEE shall not be liable for any rent until repairs and reconstruction have been made by STATE (District), so that the leased Premises are again ready for occupancy.

(b) Subject to STATE approval relative to repairs, LESSEE shall make, at its sole cost and expense, all repairs to the leased Premises required by reason of the fault or negligence of LESSEE, its officers or employees, or persons using the leased Premises to conduct business with LESSEE.

LOSSES

23. The STATE will not be responsible for losses or damage to personal property, equipment or materials of the LESSEE and all losses shall be reported to the STATE immediately upon discovery.

**DEBT LIABILITY
DISCLAIMER**

24. The STATE will not be liable for any debts or claims that arise from the operation of this Lease.

**PARTNERSHIP
DISCLAIMER**

25. LESSEE and any and all agents and employees of LESSEE shall act in an independent capacity and not as officers or employees of STATE. Nothing herein contained shall be construed as constituting the parties herein as partners.

**COMPLIANCE
WITH LAWS**

26. LESSEE shall, at its sole cost and expense, comply with all of the requirements of all municipal, state, and federal authorities now in force, or which may be in force pertaining to the Premises and use of the Premises as provided by this Lease.

**TAXES AND
ASSESSMENTS**

27. LESSEE agrees to pay all lawful taxes, assessments, or charges which at any time may be levied upon interest in this agreement. It is understood that this Lease may create a possessory interest subject to property taxation and LESSEE may be subject to the payment of property taxes levied on such interest.

**PROTECTION OF
PREMISES**

28. No dumping of refuse by LESSEE is permitted in any area of the Premises, LESSEE shall not commit or suffer to be committed any waste or nuisance upon the Premises; and, LESSEE agrees not to cut or remove any trees or brush thereon except as approved in writing by STATE. LESSEE further agrees that it shall at all times exercise due diligence in the protection of the Premises against damage or destruction by fire or other cause.

**SURRENDER OF
PREMISES**

29. Upon termination of this Lease for any cause, the LESSEE shall remove any and all of its equipment, and restore the entire Premises to its condition at the time of execution of this Lease. However, the STATE may approve, in writing, any deviation from this requirement.

LESSEE agrees that on the last day of the term, or sooner termination of this Lease, to surrender up to STATE the Premises with any appurtenances or improvements therein, in the same condition as when received, reasonable use and wear thereof and damage by act of God, or by the elements excepted.

**FAILURE TO
PERFORM**

30. In the event of the failure, neglect, or refusal of LESSEE to do or perform work, or any part thereof, or any act or thing in this Lease provided to be done and performed by LESSEE, STATE shall, at its option, have the right to do and perform the same, and LESSEE hereby covenants and agrees to pay STATE the cost thereof on demand.

RIGHT TO ENTER

31. During continuance in force of this Lease, there shall be and is hereby expressly reserved to STATE and to any of its agencies, contractors, agents, employees, representatives or licensees, the right at any and all times, and any and all places, to temporarily enter upon said Premises for survey, inspection, or any other lawful STATE purposes.

EASEMENTS AND RIGHTS OF WAY

32. This Lease is subject to all existing easements and rights of way. STATE further reserves the right to grant additional public utility easements which do not unreasonably interfere with LESSEE's use of the property, whether recorded or unrecorded, as may be necessary and LESSEE hereby consents to the granting of any such easement. The public utility will be required to reimburse LESSEE for any damages caused by the construction work on the easement area.

RELOCATION

33. LESSEE understands that STATE may either eventually sell or otherwise modify the use of the property such that LESSEE's use is no longer desirable, and that STATE has the absolute right, at its own discretion, to terminate this Lease pursuant to Paragraphs 6 and 33. In the event that STATE terminates this Lease pursuant to Paragraphs 6 and 33, LESSEE acknowledges and agrees that it has no claim against STATE for Relocation Payments, Relocation Advisory Assistance, or costs pursuant to the Government Code sections 7260 et seq. or any regulations implementing or interpreting such sections. LESSEE further agrees that it has no claim in either law or equity against STATE for damages or other relief should the Lease be terminated, and waives any such claims it may have.

MINERAL RIGHTS

34. LESSEE agrees not to interfere, in any way, with the interests of any person or persons that may presently, or in the future, hold oil, gas, or other mineral interests upon or under said Premises; nor shall LESSEE, in any way, interfere with the rights of ingress and egress of said interest holders.

HAZARDOUS SUBSTANCES

35. LESSEE agrees that it will comply with all laws, either Federal, State, or local, existing during the term of this Lease pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law. In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LESSEE's illegal or alleged illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LESSEE shall indemnify, defend, and hold harmless any of these individuals against such liability. Where the LESSEE is found to be in breach of this provision due to the issuance of a government order directing the LESSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LESSEE or any person acting under LESSEE's direct control and authority, LESSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order. In the event a government order is issued naming the LESSEE or the LESSEE incurs any liability, during or after the term of the Lease, in connection with contamination which pre-existed, the LESSEE's obligations and occupancy under this Lease or which were not caused by the LESSEE, STATE shall hold harmless, indemnify, and defend the LESSEE in connection therewith and shall be solely responsible as between LESSEE and STATE for all efforts and expenses therefor.

CANCELLATION

36. Any willful violation of the terms of this Lease shall be grounds for immediate cancellation of the Lease and removal of LESSEE.

ENCUMBRANCE

37. LESSEE and STATE hereby acknowledge and agree that LESSEE does not intend to encumber by deed of trust LESSEE's interest in leased Premises, for the purpose of constructing improvements thereon. Any such encumbrance is void without prior written consent from STATE.

LESSEE'S AUTHORIZATION

38. If LESSEE is a corporation or governmental entity, each individual executing this Lease on behalf of said corporation or governmental entity represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of said corporation or governmental entity in accordance with a duly adopted resolution of the Board of Directors or governing board, and that this Lease is binding upon said corporation or governmental entity in accordance with its terms. **LESSEE shall, within thirty (30) days after execution of this Lease, deliver to STATE a certified copy of resolution of the Board of Directors or governing board authorizing or ratifying execution of this Lease.**

SMOKING RESTRICTION

39. Smoking is not allowed in the buildings on leased Premises. LESSEE is required to clearly post signage at all entrances, exits and other conspicuous locations notifying occupants that smoking is prohibited within the building, and within 15 feet of any entrance. The signs shall be in bold print and legible from a distance of 25 feet.

WAIVER

40. If STATE waives the performance of any term, covenant or condition contained in this Lease, such waiver shall not be deemed to be a waiver of that or any subsequent term, covenant or condition. Failure by STATE to enforce any of the terms, covenants or conditions of this Lease for any length of time shall not be deemed to waive or decrease STATE's right to insist thereafter upon strict performance by LESSEE. Waiver by STATE of any term, covenant, or condition contained in this Lease may only be made by a written document properly signed by an authorized STATE representative.

BINDING

41. The terms of this Lease and the covenants and agreements herein contained shall apply to and shall bind and inure to the benefit of the heirs, representatives, assigns and successors in interest of the parties hereto.

SEVERABILITY

42. If any provision of this Lease is determined to be illegal or unenforceable, this determination shall not affect any other provision of this Lease, and all other provisions shall remain in full force and effect.

LEASE MODIFICATION

43. This Lease, together with its exhibits, contains all agreements of the parties hereto and supersedes any prior negotiations. There have been no representations by STATE or understandings made between STATE and LESSEE other than those set forth in this Lease and its exhibits. This Lease may not be modified except by a written instrument duly executed by the parties hereto.

SECTION HEADINGS

44. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

GOVERNING AUTHORITY/ EXECUTION OF LEASE

45. This Lease and all subsequent lease amendments shall be subject to Section 4051 of the Food and Agricultural Code, and is not deemed as "executed" on behalf of the STATE until it has been approved by the Department of Food and Agriculture and the Department of General Services.

ESSENCE OF TIME

46. Time is of the essence for each and all of the provisions, covenants and conditions of this Lease.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto as of the written below.

STATE OF CALIFORNIA

Approval Recommended:

LESSEE:

22nd DISTRICT AGRICULTURAL ASSOCIATION

CITY OF DEL MAR

By: *Robin Parsky*
ROBIN PARSKY, President

By: *Laurence Brekke-Egaya*
Title: City Manager
November 21, 2000

DIRECTOR OF DEPARTMENT OF GENERAL SERVICES

By: *Cheeryl L. Allen*
CHERYL ALLEN, Manager 12-8-2000
State Owned Leasing and Development

DIVISION OF FAIRS AND EXPOSITIONS *A*

By: *E. Houser*
ELIZABETH HOUSER, Director

APPROVED:

DEPARTMENT OF FOOD AND AGRICULTURE

BY: *Chris Wagaman*
CHRIS WAGAMAN, Deputy Secretary

EXECUTED DATE: 12/7/2000

EXHIBIT "A"

(Page 1 of 3)

The Fire Station Facility at 2200 Jimmy Durante Boulevard consists of approximately 19,000 square feet or .436 acre of land in Del Mar, California. This property is a portion of Assessor's Parcel No. 299-030-01. Pursuant to the May 19, 1999, appraisal report the boundaries of the property are described as being between the 22nd District Agricultural Association fence on the West and North sides, Jimmy Durante Boulevard on the South side, and the vacated road (RS 47) to the East.

The Facility is located at the southwest corner of San Diego County Fairgrounds with approximately 100 feet of frontage on Jimmy Durante Boulevard, and consists of the following:

Buildings and Site Improvements

| <u>Buildings</u> | <u>Gross Leaseable Area</u> |
|---|-----------------------------|
| 1 - One-story framed Building | 2,156 |
| 1 - One-story metal clad Vehicle Storage Building | 4,000 |
| <u>Site Improvements</u> | |
| Fencing | |
| 19 - Parking Spaces | |

See Assessor's Map and Appraisal Project Map Attached.

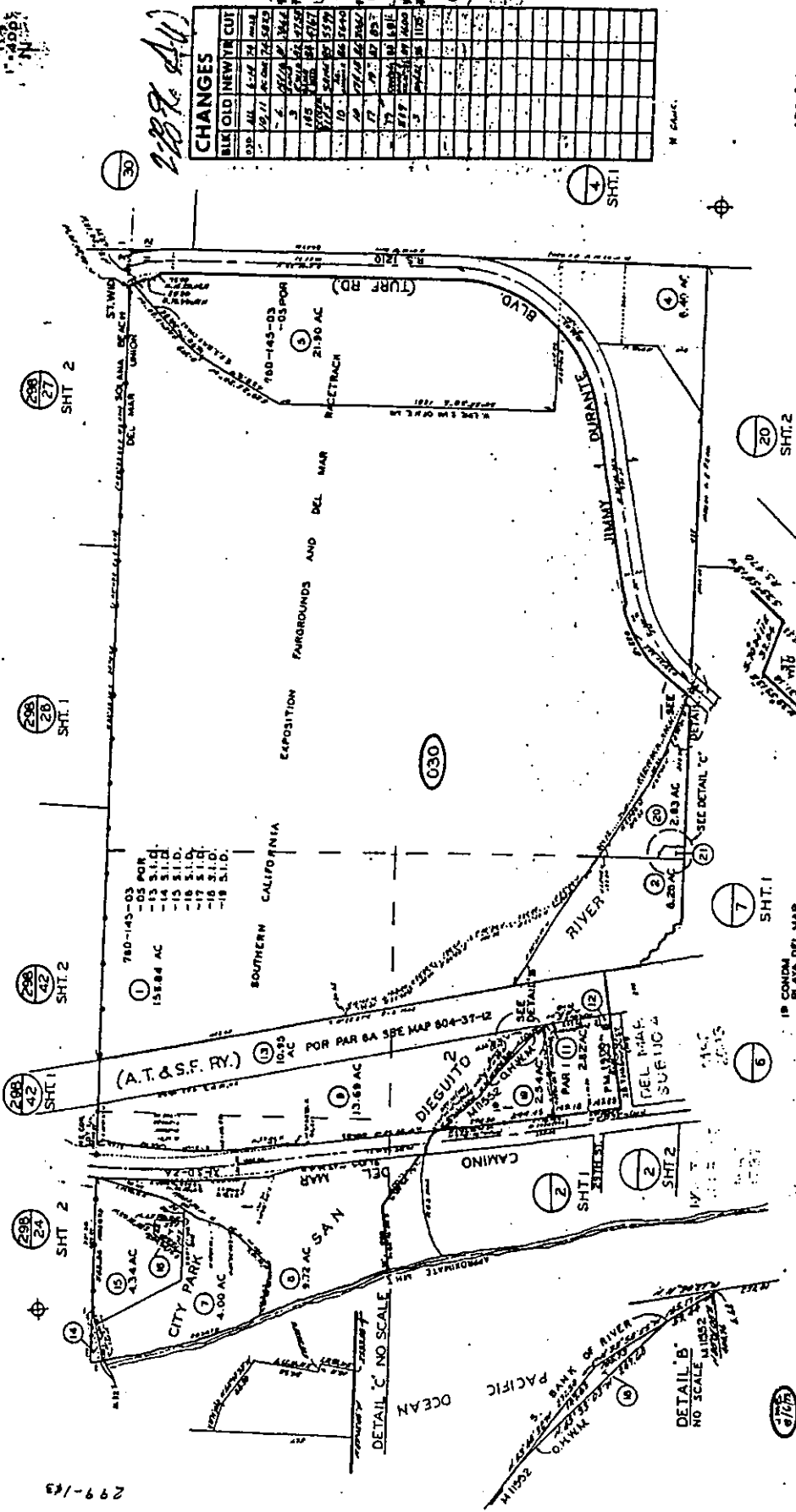
exhibit • A

(Page 2 of 3)

TRW•REDI
1-800-345-7334
SCALE IN 1/16 OF AN INCH

THIS MAP WAS PREPARED FOR PURPOSES OF RECORDING ONLY. NO WARRANTY IS MADE AS TO THE ACCURACY OF THE INFORMATION SHOWN HEREON. THE USER MAY NOT COPY THIS MAP WITHOUT THE WRITTEN PERMISSION OF THE ASSessor.

299-03
SHT. 1 OF 2
N 40° 30' E



299-03

| CHANGES | BLK | OLD | NEW | CUT |
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Exhibit • A

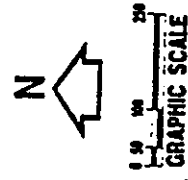
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DEL MAR FAIRGROUNDS

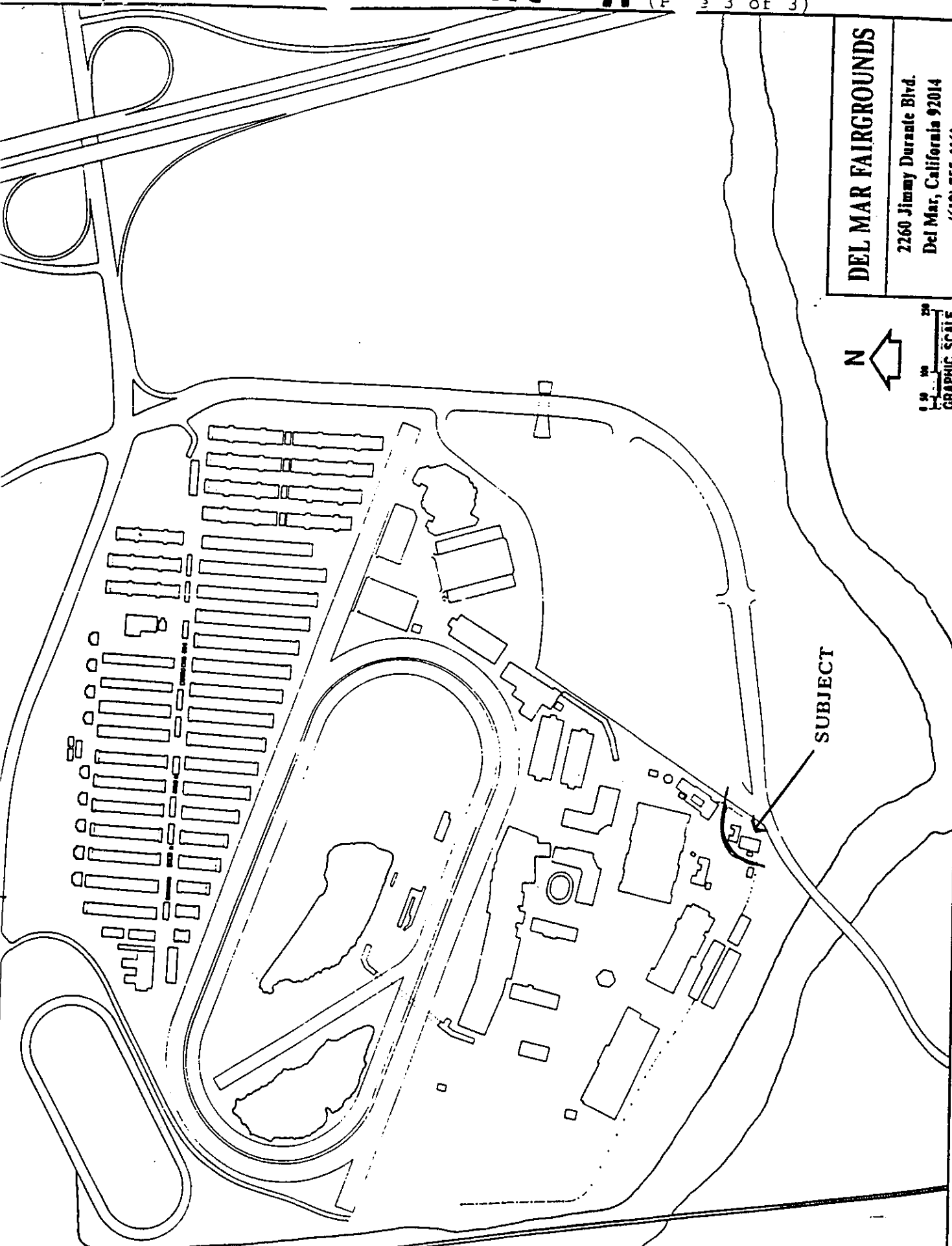
2260 Jimmy Durante Blvd.
Del Mar, California 92014

(619) 755-1161

2-91CM/ABC



SUBJECT



AGENCY: 22nd District Agricultural Association

Project ID No: n/a
Lease File No.: L-1846
Amendment No.: One (1)

AMENDMENT TO LEASE

This Amendment to License, dated June 18, 2025 for reference purposes only, by and between the State of California, at the direction of the 22nd District Agricultural Association, acting by and through the Director of the Department of General Services (DGS), hereinafter collectively referred to as State, and the City of Del Mar. State and Lessee may also be referred to as "Party" or "Parties".

WITNESSETH:

WHEREAS, State and Lessee hereto entered into that certain Lease Agreement dated October 12, 2000 (the "Lease") covering certain premises located at the Del Mar Fairgrounds in the City of Del Mar, State of California; and

WHEREAS, State and Lessee hereto desire to amend said lease to: (1) modify the Term of the Lease;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed between the parties as follows, effective July 1, 2025:

1. Paragraph 2, "TERM" of the Lease shall be amended to terminate on June 30, 2026.

Except as amended herein, all the terms of said lease hereinabove referred to shall remain unchanged and in full force and effect.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

The persons who have executed this Amendment represent and warrant that they are duly authorized to execute it in their individual or representative capacity as indicated. This amendment may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, this amendment has been executed by the parties below and is effective upon the date identified on page 1.

STATE OF CALIFORNIA

LESSEE

APPROVED:

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION
ASSET MANAGEMENT BRANCH

CITY OF DEL MAR

By 

Trevor Johnson, Manager
State Owned Leasing & Development

By Ashley Jones
Ashley Jones (Aug 27, 2025 09:21:35 PDT)

Ashley Jones

Date 08/27/2025

CONSENT:

22ND DISTRICT AGRICULTURAL
ASSOCIATION

By Carlene Moore
Carlene Moore (Jul 3, 2025 21:02 PDT)

Carlene Moore, CEO

AMENDMENT TO LEASE

This Amendment to License, dated April 9, 2026 for reference purposes only, by and between the State of California, at the direction of the 22nd District Agricultural Association, acting by and through the Director of the Department of General Services (DGS), hereinafter collectively referred to as State, and the City of Del Mar, hereinafter called Lessee. State and Lessee may also be referred to as “Party” or “Parties”.

WITNESSETH:

WHEREAS, State and Lessee hereto entered into that certain Lease Agreement dated October 12, 2000 (the “Lease”), covering certain premises located at the Del Mar Fairgrounds in the City of Del Mar, State of California; and

WHEREAS, State and Lessee hereto desire to amend said lease to: (1) modify the Term of the Lease and (2) add Executive Order N-6-22 – Russia Sanctions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed between the Parties as follows, effective July 1, 2026:

1. Paragraph 2, “TERM” of the Lease shall be amended to terminate on June 30, 2027.
2. Paragraph 47, “EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS” shall be added as follows:

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

Except as amended herein, all the terms of said lease hereinabove referred to shall remain unchanged and in full force and effect.

The persons who have executed this Amendment represent and warrant that they are duly authorized to execute it in their individual or representative capacity as indicated. This amendment may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, this amendment has been executed by the Parties below and is effective upon the date identified on page 1.

STATE OF CALIFORNIA

LESSEE

APPROVED:

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION
ASSET MANAGEMENT BRANCH

CITY OF DEL MAR

By _____
Trevor Johnson, Assistant Chief
State Owned Leasing & Development

By _____
Ashley Jones

Date _____

APPROVAL RECOMMENDED:

STATE OWNED LEASING AND
DEVELOPMENT

CONSENT:

22ND DISTRICT AGRICULTURAL
ASSOCIATION

By _____
Rick Haycock, Real Estate Officer

By _____
Becky Bartling, CEO



Item 8-C: DMTC Liaison Committee Report

[Action Item]

The committee met on May 22 to discuss the upcoming race meet.

- I. Opening Day Concert at the Sound. Belly Up provided an update on efforts to secure a show/promoter for Opening Day. They have an EDM music duo – Solardo – that will be performing at the conclusion of the races.
- II. Outside branding to increase sales. The committee suggested DMTC work with additional local food purveyors to provide greater local community alignment and affiliate the event with well-known brands. Suggestions were made for DMTC and Legends to follow up with.
- III. Governors Hall Update. This effort is to recognize Governor Newsom and all the governors who have served before him in the great State of California. Slides will be presented showing the concept. The committee will be asking the Board to vote on the proposal and attend the planned installation during Pacific Classic at the track on August 22, 2026.

Associated Costs:

48" x 36" plaque- \$14,850

Shipping- \$500

Lettering (Governors Hall) and installation- \$800

Proposed Verbiage:

“This hall stands as a tribute to all Governors of California, whose leadership and public service have guided the State through times of growth, challenge, and transformation. With gratitude and respect, we honor their enduring contributions to the people of California.”

The proposed design can be viewed on the following page.

The plaque will be installed at the west entrance to the Grandstand, next to 17 Hands by the escalator to the Pacifico Porch.



GOVERNORS HALL

This hall stands as a tribute to
all Governors of California,
whose leadership and public service
have guided the State through times
of growth, challenge, and transformation.

With gratitude and respect,
we honor their enduring contributions
to the people of California.

Governor Gavin Christopher Newsom

Dedicated August 22, 2026

Board of Directors

| | | |
|------------------------|-----------------------------|----------------------------|
| Sam Nejabat, Chair | Lisa Barkett, Vice-Chair | Mark Arabo, Director |
| Phil Blair, Director | Donna DeBerry, Director | Kathlyn Mead, Director |
| Ted Miyahara, Director | Elsa Morales-Roth, Director | Frederick Schenk, Director |



Item 8-D: Delegation of Authority for Contract Approval **[Action Item]**

Background

Per the Delegation Of Authority For Contract Approval, Check Signing, and Credit Card Use Policy approved by the District Board of Directors in December 2025, the District CEO has delegated authority to execute expense agreements without further authorization from the Board of Directors consistent with Policy 4.03 Contract and Procurement, including Interagency Agreements, Standard Agreements up to \$50,000, and Entertainment Agreements up to \$500,000, as long as these Agreements do not exceed a one-year term.

Historically, the Board does not meet during the month of July due to the production of the San Diego County Fair, followed by the transition to the Del Mar Thoroughbred Club's Summer Live Racing meet.

Though every effort has been made to present contracts that may exceed the CEO's authority to the Board for approval as of the June Board meeting, a plan should be in place to minimize business interruptions should a service need arise with a cost greater than the CEO's delegated approval authority. These services may include agreements that ensure the safety of guests and smooth operations of the San Diego County Fair and DMTC race meet. For the sake of efficiency, the Board has traditionally delegated authority to the Board Chair to approve such expenditures during the interim before the next scheduled and noticed Board meeting.

Process

Under Section 3965 of the Food & Agricultural Code, the Board has the authority to delegate "to its officers or employees any of the powers that are vested in the board" to "manage the affairs" of 22nd DAA. Section 3965.1 of the Food & Agricultural Code provides, in part, that the Board "may arrange for and conduct, or cause to be conducted, or by contract permit to be conducted, any activity by any individual, institution, corporation, or association upon its property at a time as it may be deemed advisable." When read together, these sections authorize the Board to delegate to 22nd DAA officers or employees the authority to enter into contracts on behalf of 22nd DAA.

Recommendation

Delegate authority to Board Chair Sam Nejabat to approve contracts that exceed the CEO's delegated authority beginning June 10, 2026, and extending to the next regularly scheduled and noticed Board meeting. Any contract approved under this delegation will comply with California law and be brought back to the Board for review at the next regularly scheduled and noticed District Board meeting.



**Item 8-G-2: Discussion and summary of presentation from staff on
HAP grant studies
[Information Item]**

In Brief

The 22nd DAA and Del Mar entered into a Memorandum of Understanding (MOU) to provide for reimbursement to the 22nd DAA for conducting studies beneficial to the Affordable Housing Site Due Diligence and Development Feasibility Analysis Agreement and the 22nd DAA Board's master site planning process. The studies funded by the HAP Grant are now complete and provided to the Board for review. A summary memo of all of the studies was also provided and is included with this agenda item. All the studies completed under the HAP Grant can be found on the Del Mar Fairgrounds website at downloads.delmarfairgrounds.com/DMF/board/2026/2026-HAP-Grant-Studies.pdf.

Background

Since 2021, the 22nd DAA has been working cooperatively with Del Mar regarding an exploration of Del Mar's request to site affordable housing at the Fairgrounds. This request was prompted by the State of California's affordable housing requirements of Del Mar.

Among other processes, the Affordable Housing Site Due Diligence and Development Feasibility Analysis Agreement identifies the processes to complete site due diligence.

Process/Approach

Through the Affordable Housing Site Due Diligence and Development Feasibility Analysis Agreement, the 22nd DAA has committed to performing due diligence on the possibility of siting affordable housing. The 22nd DAA's goal is and has been to provide the Board with the best possible information about the feasibility of affordable housing on 22nd DAA property – including where on the property it could and would be best sited, if at all – and its impacts.

The MOU with Del Mar enabled the 22nd DAA to use this grant for five technical studies of 22nd DAA property, including:

- Affordable Housing Feasibility
- CEQA Constraints
- Sea Level Rise Vulnerability Assessment
- Transportation Demand/Mobility
- Water/Sewer Infrastructure

As discussed in the HAP Grant Summary Memo, the results of the studies concluded that placement of affordable housing at five of the six sites studies is feasible.

Next Steps and Further Considerations

Consider whether and/or how to proceed with the Affordable Housing Site Due Diligence and Development Feasibility Analysis Agreement.



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Source: SanDAG, 2025; Maxar Imagery, 2023.



22nd District Agricultural Association
2260 Jimmy Durante Boulevard Del Mar, CA 92014
T 858.755.1161 F 858.755.7820 www.sdfair.com

MEMO

| | | | |
|---------------------|--|-----------------|--------------|
| TO | 22 nd DAA Board of Directors Becky Bartling, CEO | DATE | May 18, 2026 |
| FROM | Dustin Fuller Supervising Env. Planner | CC | |
| PROJECT NAME | Affordable Housing | | |
| SUBJECT | Summary of HAP Grant Studies | SENT VIA | Email |
| ENCLOSED | N/A | | |

Project Description

The 22nd District Agricultural Association (District) is undergoing a master site planning process to plan immediate, near-term projects and conceptual, long-term projects focusing on enhancing and improving the Del Mar Fairgrounds (Fairgrounds) facilities. During this master site planning process, the District has worked with the City of Del Mar (City) to identify portions of the Fairgrounds property that the District may be willing to make available for affordable housing development. The District and the City have entered into an agreement to select a mutually agreeable site for affordable housing on the Fairgrounds property. Multiple due diligence studies were prepared and are further detailed below.

Initially, five potential housing site locations were selected through this mutual planning effort, with the goal of selecting one site to develop with housing (see Table 1 below and refer to Figure 1, Regional Location, and Figure 2, Potential Housing Sites). Three sites are in the City of Del Mar (Sites 1 through 3), and two sites (Sites 4 and 5) are in the City of San Diego. While studies were undergoing preparation, the District identified a sixth potential housing site located at the intersection of Via De La Valle and Jimmy Durante Boulevard within the City of Del Mar (Site 6).

A prospective housing project would include at least 61 units of lower-income housing in a housing project ranging from either 61 to 82 units of family housing or 61 to 128 units of senior housing consistent with prior feasibility studies completed (2022–2023). Scenarios for 100 percent multi-family lower-income affordable housing development or a mixed-income project were considered. Because the Fairgrounds property is within the Federal Emergency Management Agency (FEMA) mapped floodplain, which is vulnerable to potential

flooding from the nearby San Dieguito River, all six housing site locations would be designed with floodproofing measures, including a floodable first floor in the form of housing development built on a podium at least 10 feet above grade and above tuck-under surface-level parking. None of the sites are located within FEMA’s Regulatory Floodway.

Table 1. Potential Housing Sites

| Site Number | Site Name | APN | City | Acreage |
|-------------|-------------------------------|--------------------------------|-------------------|---------|
| Site 1 | East Main Stable Gate Site | 298-271-03-00 | City of Del Mar | 1.5 |
| Site 2 | South of Stable Gate Site | 299-030-05-00 299-030-22-00 | City of Del Mar | 1.5 |
| Site 3 | Adjacent to Fire Station Site | 299-030-22-00 | City of Del Mar | 1.0 |
| Site 4 | Surf and Turf RV Park Site | 299-042-03-00 | City of San Diego | 1.5 |
| Site 5 | Dirt Lot Site | 299-042-03-00 | City of San Diego | 1.5 |
| Site 6 | Intersection Site | 298-271-03-00 | City of Del Mar | 0.8 |

Several feasibility and constraints studies were prepared for this planning effort over five task orders (Housing Feasibility, Sea Level Rise, CEQA Constraints, Transportation, and Water and Sewer Task Orders). The following sections detail the goals and findings of each report prepared.

Study 1: Housing Feasibility Task Order

Documents prepared for this Task Order are included in the “Housing” folder. A summary memo was created for this Task Order (Housing Assessment Summary Memo folder). Sites 1-5 are included in the “Housing Site Conditions (Sites 1-5)”; Site 6 is included in the “Housing Site Conditions Site 6” folder and “Traffic Memo Site 6” folder. An analysis of the Financial Feasibility is also included.

Housing Site Conditions and Constraints Assessment Report

Goal of the Report: This report analyzes the feasibility of Sites 1 through 5 based on several Objective Criteria to help decision-makers better understand each site’s development feasibility.

Findings: Objective Criteria used in this study include Lease Agreement Timing; Potential Financial Feasibility and Eligibility for Tax Credit Financing; Environmental Constraints; Ability to be Implemented in Accordance With State and Local Requirements; No Associated Conflicts with Fairgrounds Operations and Events; and Public Health, Safety, and Security Concerns. The report concluded that Sites 1 through 3 within the City of Del Mar satisfied all Objective Criteria for feasibility, while Sites 4 and 5 within the City of San Diego satisfied all Objective Criteria except the ability to execute a lease agreement within the ENRA negotiating period.

Housing Site Conditions and Constraints Assessment Addendum

Goal of the Report: This report is an addendum to the Housing Site Conditions and Constraints Assessment, as a sixth potential housing site was identified (Site 6). This report analyzes the feasibility of Site 6 based on the same Objective Criteria used for Sites 1 through 5 to help decision-makers better understand the site’s development feasibility.

Findings: The report concluded that Site 6 did not satisfy all the Objective Criteria for feasibility. Specifically, Site 6 did not satisfy the ability to execute a lease agreement within the ENRA negotiating period, as the site is in public right-of-way and development would require a reconfiguration of the intersection. Additionally, the site is less than one acre and does not have the potential to be feasible for a housing development of at least 61 lower-income units. Furthermore, the City of Del Mar is currently undergoing street and paving improvements in the Site 6 intersection area as part of a \$3.5 million Capital Improvement Project (CIP) to improve mobility along Jimmy Durante Boulevard and Via de la Valle, which has involved extensive coordination between City and District staff. The process to redevelop Site 6 into housing would directly conflict with this CIP. According to the Site 6 Transportation Analysis, the intersection at this site absorbs a significant volume of traffic, and the reconfiguration required to prepare this site for housing development would result in an operational failure in the flow of traffic at the affected intersection.

Transportation Analysis for the 6th Site

Goal of the Report: This report analyzes the potential project-related transportation effects of Site 6 (analysis for Sites 1 through 5 was completed in the report titled Transportation Impact Analysis under the Transportation Task Order).

Findings: The report concludes that development of Site 6 results in the failure of the intersection of Via de la Valle and Jimmy Durante Boulevard. The required reconfiguration, which would include removal of the dual free northbound right-turn lanes and the transition to a shared through/right-turn lane, increases delay to unacceptable levels. Additionally, development of the site directly conflicts with the City of Del Mar’s current \$3.5 million CIP to improve mobility along Jimmy Durante Boulevard and Via de la Valle, which has involved extensive coordination between City and District staff. Due to the unacceptable operational failure of the intersection and the constraints related to land vacation and existing CIP investments, Site 6 was determined to be technically and logistically infeasible and is not recommended for further consideration.

Analysis of Financial Feasibility and Competitiveness for Tax Credit Financing

Goal of the Report: This report updates previous financial feasibility studies prepared in 2022 using up-to-date information on development costs, affordable and market rents, and interest rates to identify the amount of public funding needed to subsidize a potential project with at least 61 units of lower-income housing.

Findings: The analysis indicates that all five potential sites (Sites 1 through 5) qualify for the maximum site amenity scores, consistent with the scores of other California Tax Credit Allocation Committee (CTCAC) projects that were awarded tax credit financing in 2024 and 2025, indicating that all five potential sites are highly and equally competitive for future 4 percent and 9 percent tax credit financing CTCAC awards. Furthermore, all potential housing sites have sufficient land area to accommodate the Family Housing and Senior Housing Prototypes used in the updated analysis. Therefore, all the potential housing sites are competitive for tax credit financing and capable of accommodating 61 units of lower-income housing.

Study 2: Sea Level Rise Task Order

Documents prepared for this Task Order are included in the “Sea Level Rise” folder. A summary memo was created for this Task Order (Sea Level Rise Vulnerability Assessment Summary Report folder). The full Sea Level Rise Vulnerability Assessment Report is included in the folder of the same name. A Hydrology and Hydraulics Report was done in support of this Task Order and is included in the folder of the same name.

Hydrology and Hydraulics Report

Goal of the Report: This report documents the existing conditions and preliminary hydrologic/hydraulic model results to evaluate the flood hazards on the District’s property during various tidal events, sea level rise scenarios, fluvial events within the San Dieguito River, and onsite rainfall events.

Findings: Results from the existing conditions modeling indicate that fluvial flooding from the San Dieguito River presents the dominant flood hazard to the District’s property, with widespread inundation occurring during both the 50-year and 100-year fluvial events. The model results were used to determine the following potential mitigation measures at a high level to address fluvial and sea level rise flood hazards, as existing modeling indicated that the site is more vulnerable to fluvial flood hazards than onsite rainfall: (1) targeted ecotone features, (2) perimeter berm protection, and (3) site-wide grading with a floodable frontage. Strategy 1 provides flood protection during the 10-year fluvial event with 2070 sea level rise, while Strategy 2 and Strategy 3 provide flood mitigation and protection during the 50-year fluvial event.

Sea Level Rise Vulnerability Assessment Report and Summary Report

Goal of the Report: The Sea Level Rise (SLR) Vulnerability Assessment, prepared by GHD, describes potential risks to the District’s property, including the potential affordable housing sites (Sites 1 through 5), from SLR-related hazards under various flooding and inundation scenarios, and identifies a suite of conceptual adaptation strategies that can be implemented to reduce flood risks. The SLR Vulnerability Assessment Summary Report, prepared by Harris, summarizes GHD’s report in a graphically rich and easy-to-read format. Both reports consist of the same data and findings and are therefore both described here.

Findings: The analysis determined that none of the potential affordable housing sites would be exposed to the 10-year fluvial event. All five potential affordable housing sites would be exposed to the 50-year and 100-year fluvial events. However, only Site 3 is exposed to the 10-year fluvial event when combined with SLR projected by 2100. Overall, the results of the flooding modeling suggest that SLR and flood vulnerabilities at the five housing sites would be ranked as follows (from least to most vulnerable): Site 5, Site 4, Site 2, Site 1, and Site 3. Three high-level conceptual adaptation strategies were developed to represent a range of possible actions to address flood risks: Targeted Ecotone Features (Strategy 1), Perimeter Berm Protection (Strategy 2), and Site-Wide Floodable Frontage (Strategy 3). Strategies 1 and 2 would mitigate flood risks for the 10-year and 50-year fluvial events, respectively, with increasing level of impacts on the District’s land uses. Strategy 3 includes major land use modification across the Fairgrounds property to rise the northern portion of the site’s elevations above the flood hazard zone.

Study 3: CEQA Constraints Task Order

Documents prepared for this Task Order are included in the “CEQA Constraints” folder. The CEQA Constraints Memo folder is found in the folder of the same name. The Biological Constraints Memo and Cultural Resources Letter Report are included and were used to inform the CEQA Constraints Memo.

Biological Resources Constraints Memorandum

Goal of the Report: This report assesses whether there are potential biological resource constraints for the development of housing on the five potential housing sites (Sites 1 through 5).

Findings: The analysis concluded that no sensitive plant or wildlife species or critical habitat areas are within the five sites. All five potential project sites offer a high level of developable opportunity with minimal biological constraints anticipated.

Cultural Resources Letter Report

Goal of the Report: This report assesses if there are potential cultural resource constraints for the development of housing on the five potential housing sites (Sites 1 through 5).

Findings: The analysis concludes that no cultural resources were located as a result of the study, and all five potential project sites are not considered sensitive for the presence of archaeological resources due to their developed nature or disturbance that has occurred historically.

CEQA Constraints Memorandum

Goal of the Report: This report explores CEQA document pathways, potential CEQA impacts that could occur through the development of the potential housing sites, the future studies required for CEQA compliance, preliminary mitigation measures, and the level of CEQA documentation that would likely need to be prepared based on those potential impacts for each of the five sites (Sites 1 through 5).

Findings: The report determined Assembly Bill (AB) 130 Housing Exemption could potentially apply to the project. Future studies would be required to ensure that AB 130 is the appropriate CEQA pathway. If it is determined that AB 130 does not apply to the project, an Initial Study (IS) would be prepared to determine if the project would qualify for a Mitigated Negative Declaration (MND) (if all potential impacts are mitigated) or Environmental Impact Report (EIR) (if there are significant and unavoidable impacts). Should the project not qualify for an exemption, it is anticipated that the following CEQA resource areas may have potential impacts, regardless of the site chosen: aesthetics, air quality, biological resources, geology and soils, hazards and hazardous materials, hydrology and water quality, noise, transportation, and tribal cultural resources. Future studies that would be required to support the CEQA document include visual simulations, air quality and greenhouse gas emissions modeling (and a health risk assessment for Site 1), a geotechnical evaluation, a Phase I Environmental Site Assessment, a Hydrology and Water Quality Report, noise modeling, “will-serve” letters from fire, police/sheriff, and school district public service providers, AB 52 tribal consultation, and a Water and Sanitary Sewer Utility Impact Study. Preliminary mitigation measures are detailed within the report. In a scenario where a mixed-income project is selected at Sites 4 or 5 (City of San Diego), even with implementation of mitigation measures, it is anticipated that the project would have a significant and unavoidable transportation vehicle miles traveled (VMT) impact, requiring an EIR CEQA document to be prepared. However, transportation VMT impacts are anticipated to be less than significant under all other scenarios studied including a 100 percent affordable housing project scenario (any site) or a mixed-income project on Sites 1 through 3 (City of Del Mar), and the project could proceed with an IS/MND CEQA document.

Study 4: Transportation Task Order

Documents prepared for this Task Order are included in the “Transportation” folder. A Transportation Analysis and a Transportation Demand Management Plan are included in this Task Order.

Transportation Impact Analysis

Goal of the Report: This report assesses the five potential housing sites (Sites 1 through 5) and determines the potential transportation impacts/constraints of each site.

Findings: All study intersections are calculated to continue to operate at an acceptable level of service or better with the addition of the project located at all five potential housing sites. Therefore, no improvements are necessary from an operations perspective. Any of the proposed development scenarios on any of the proposed

sites that assume 100% affordable housing can be presumed to cause a less than significant transportation impact and are exempt from any further VMT analysis.

In development scenarios that include both affordable and market rate units, the affordable units can be presumed to cause a less than significant transportation impact and are exempt from any further VMT analysis. Market rate units on any of the proposed Sites 1 through 5 would be expected to result in a significant transportation impact with mitigation required. Mitigation could include implementation of a robust Transportation Demand Management (TDM) plan or participation in the City of San Diego's Complete Communities Mobility Choices Program, depending on whether the development site is located within the City of Del Mar or the City of San Diego.

Transportation Demand Management Plan

Goal of the Report: TDM is a mitigation tool that is used to improve mobility and reduce congestion, VMT, greenhouse gas emissions, and air pollution. This report details recommended TDM strategies to be incorporated as part of the housing project.

Findings: TDM strategies recommended to be implemented as part of the housing project include on-site amenities (such as an on-site TDM coordinator or information center with vanpool and transit information), transit supportive amenities (such as offering transit passes), carpool supportive amenities, bicycle supportive amenities, and off-site improvements (such as pedestrian access with sidewalk connections or wayfinding signage).

Study 5: Water and Sewer Task Order

Documents prepared for this Task Order are included in the "Water and Sanitary Sewer Utility Impact Study" folder. The Task Order includes a Final Water and Sewer Utility Study as well as a Utility Infrastructure Financial Memo.

Water and Sanitary Sewer Utility Impact Study

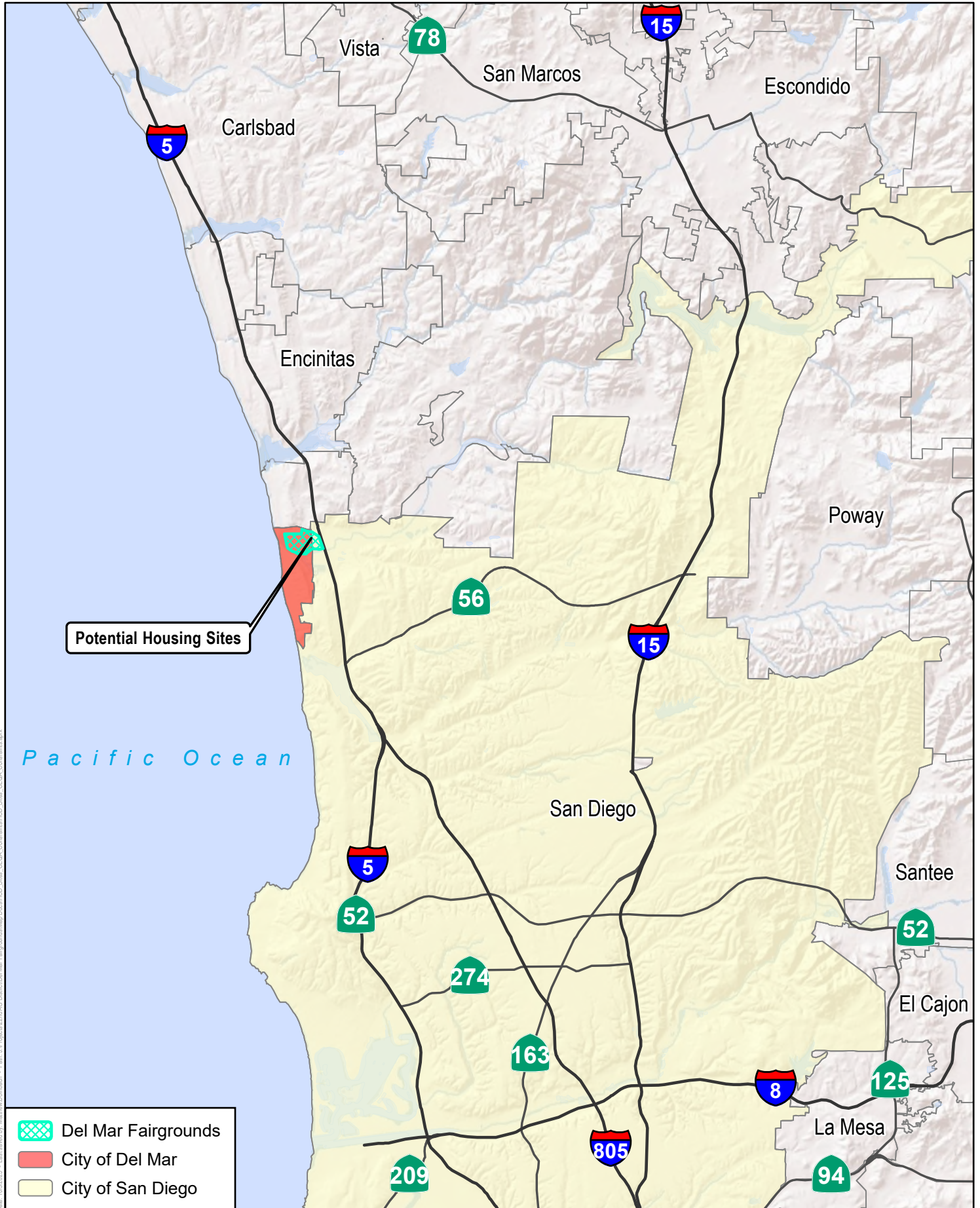
Goal of the Report: This report assesses the capacity of the Fairgrounds' existing water and sanitary sewer systems and identifies the potential impacts of the proposed housing on the Fairgrounds' systems. Sites 1 through 3 were analyzed as part of this report, as these sites are located within the City of Del Mar's water and sanitary sewer system. Sites 4 and 5 are located within the City of San Diego's water and sanitary sewer system and are being studied through a separate effort.

Findings: The report concluded that the existing water system has adequate capacity for supplying the water demands for the proposed affordable housing, and no immediate capital improvements are necessary other than the site-specific expansion of the water distribution system by constructing the service line for the housing development. Additionally, the report concluded that the existing sanitary system has adequate capacity for conveying wastewater flow from the proposed housing. However, existing deficiencies in the sanitary sewer system were discovered through conversations with Operations and Maintenance staff and further condition assessments are recommended to address deficiencies prior to construction of the proposed housing.

Utility Infrastructure Financial Review Memorandum

Goal of the Report: This report summarizes the estimated water and sewer infrastructure costs for the housing sites within the City of Del Mar (Sites 1 through 3) and identifies potential traditional public funding sources and special district financing mechanisms for funding the infrastructure improvements.

Findings: A preliminary cost estimate was developed for each of the three sites (Sites 1 through 3) to quantify the infrastructure upgrades that would be needed for the proposed housing project, with Site 1 having the highest cost estimate and Site 3 having the lowest cost estimate. Recommendations are provided for coordinated technical, financial, and policy actions to improve certainty, allocate infrastructure responsibilities, and establish sustainable funding mechanisms for the District and City of Del Mar.





Source: SanDAG, 2025; Maxar Imagery, 2023.

2008 Master Plan

The 2008 Master Plan process considered a wide range of improvements and new facilities consistent with the Master Plan objectives and in order to fulfill the Mission Statement of the 22nd DAA.

Essentially, two general categories of improvements and facilities emerged: (1) project-level, near-term projects, and (2) programmatic, long-term projects warranting additional definition, refinement, or implementation by another Lead Agency. The project-level improvements/facilities are anticipated to be completed in the near term, addressing current needs.

Near-Term Projects. The near-term projects are currently needed for the Fairgrounds to maintain and improve its current level of service to its constituency. The proposed near-term projects are listed below and identified on Figure 3, as taken from the Final Master Plan.

1. Realign Solana Gate Road to provide three lanes and a sidewalk in order to afford better pedestrian access and efficient use of the Backstretch facilities and construct an equestrian tunnel.
2. Pave the East Parking Lot to improve an existing dirt parking area with approximately 3,200 all-weather parking spaces and incorporate water quality BMPs.
3. Provide sewer hook-up facilities at 62 recreational vehicle (RV) parking spaces in the east Fairgrounds location near I-5. Water and electricity hook-ups are currently in place.
4. Construct a new exhibit building with breakout rooms (to replace the Pat O'Brien Exhibit Hall, Bing Crosby Exhibit Hall, Exhibit Hall, and tent structure), with semisubterranean parking and three rooftop sports fields and elements of the Clock Tower retained for the proposed structure. The exact location and design of the exhibit hall will be completed through public workshops.
5. Concurrent with construction of the new exhibit building, develop a 100-foot greenway along the northern bank of the San Dieguito River from Jimmy Durante to the western edge of the property. Details of the greenway including vegetation, trail width, etc., will be defined in public workshops.
6. Construct a new official gate/administration office facility and ticket box office consisting of a three-story, 58,065 sf structure.
7. Relocate the existing Fairgrounds maintenance buildings/yard to provide storage and workshop areas closer to the areas of the Fairgrounds that they are serving.
8. Construct a two-sided electronic reader board sign along I-5. The exact location and design of the reader board will be completed through public workshops.
9. Construct a 60,000 sf Health Club/Sports Training Facility adjacent to I-5 in the Surf and Turf area of the site. The exact location and design of the Sports Training Facility will be completed through public workshops.
10. Widen the turf track by 25 percent to enhance track operations and maintenance.
11. Demolish the existing structures to allow for new development, including: the grooms' dormitory (known informally as "Motel 6") (48 rooms); the existing maintenance facilities; the Pat O'Brien Exhibit Hall, Bing Crosby Exhibit Hall, Exhibit Hall, and tent structure; the 22nd DAA marketing/human resources buildings and exhibit offices; the 22nd DAA operations buildings; the Don Diego Clock Tower (although elements of the Clock Tower [i.e., decorative tiles] will be retained and used on site); and removal of the production and operations and purchasing trailers.

Long-Term Projects. At the time, the following long-term projects were in the conceptual phase. These projects are separated from the near-term projects due to the level of detailed plans and analysis available.

Also, these projects are separated from the near-term projects because another Lead Agency may be responsible for the project's implementation (e.g. seasonal train platform). Additionally, at the time, funding sources for these projects had not yet been identified. In some instances, an identified "long-term" project could be proposed for development on a more accelerated timeline than the near-term projects previously identified in this Master Plan, depending on the availability of funding and completion of any additional CEQA review required. The proposed long-term projects are listed below and identified on Figure 6, as taken from the Final Master Plan.

1. Enhance transit access to the Fairgrounds site by assisting San Diego Association of Governments (SANDAG) with implementation of a seasonal train platform on site at the Fairgrounds.
2. Construct a multilevel parking structure accommodating approximately 1,300 vehicles on a portion of the existing dirt lot (East Parking Lot) between Jimmy Durante Boulevard and I-5.
3. Improve the existing Backstretch Area by continuing to rebuild stables and living quarters in accordance with the Backstretch Master Plan.
4. Build a new Horseman's Village with a 25,000 sf cafe with a viewing platform adjacent to the track; demolish the existing facility.
5. Construct a new truck tunnel under the Racetrack.
6. Construct a new vehicle wash rack in the area west of the Racetrack.
7. Work with JPA in its efforts to locate a multiuse trail along the Horsepark area. Explore alternative river trail alignment options with JPA.

Status of Projects. To date, four projects included in the 2008 Master Plan have been completed:

- Work with JPA in its efforts to locate a multiuse trail along the Horsepark area. The Coast to Crest trail segment through the length of Horsepark was installed in 2013;
- Widen the turf track by 25 percent to enhance track operations and maintenance. This project was completed in 2014;
- Provide sewer hook-up facilities at 62 recreational vehicle (RV) parking spaces in the east Fairgrounds location near I-5. This project was completed in 2021; and
- Demolish the existing structures to allow for new development, including: the grooms' dormitory (known informally as "Motel 6") (48 rooms). This structure was torn down in 2023.

Also included were projects that were to be implemented by other agencies. The seasonal train platform project (#1, above) is a part of the larger San Dieguito Double Track, Bridge Replacement and Rail Platform Project with the San Diego Association of Governments serving as the project lead. This project is fully funded and is anticipated to start construction in the Spring of 2027.

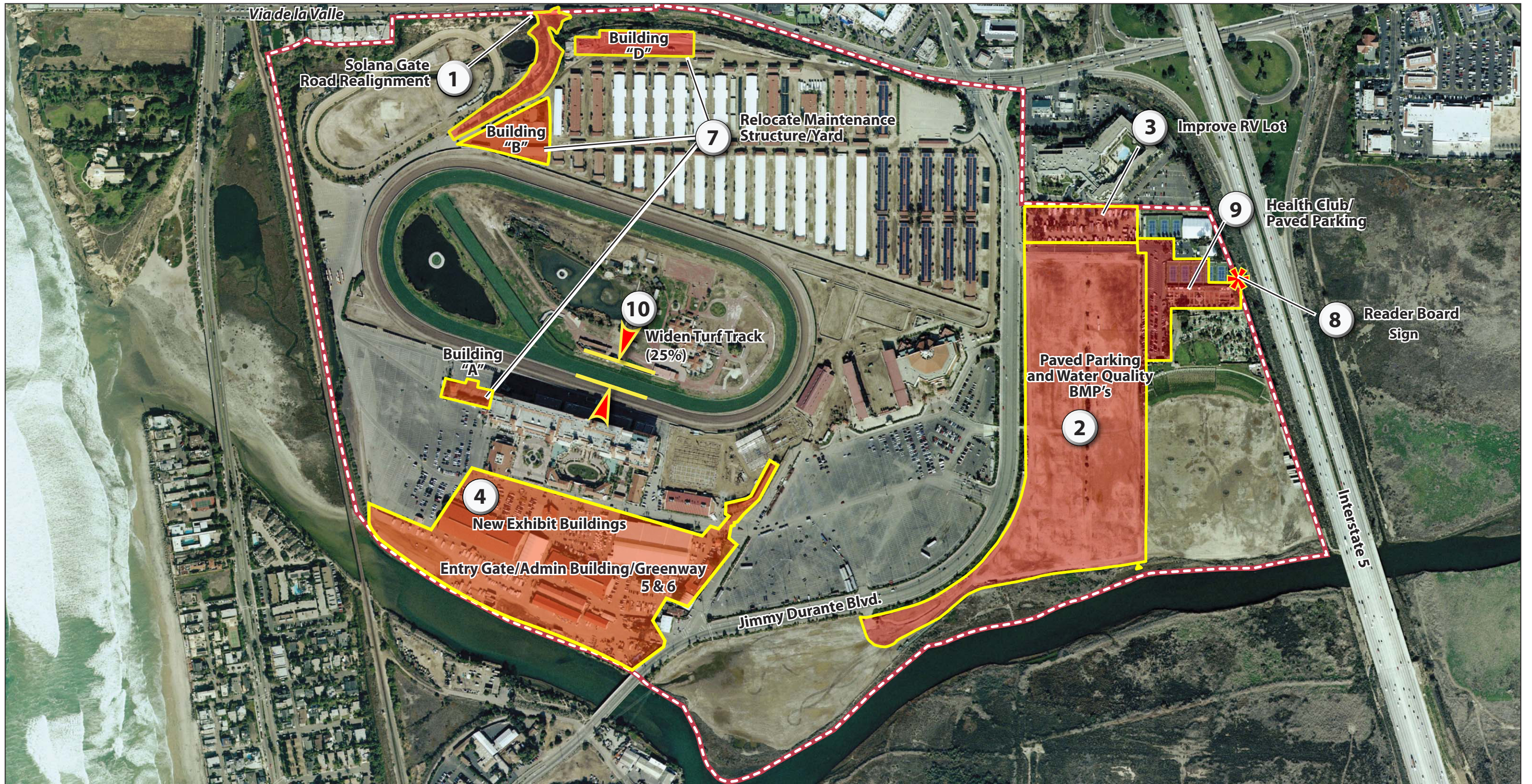




FIGURE 3

LSA

LEGEND

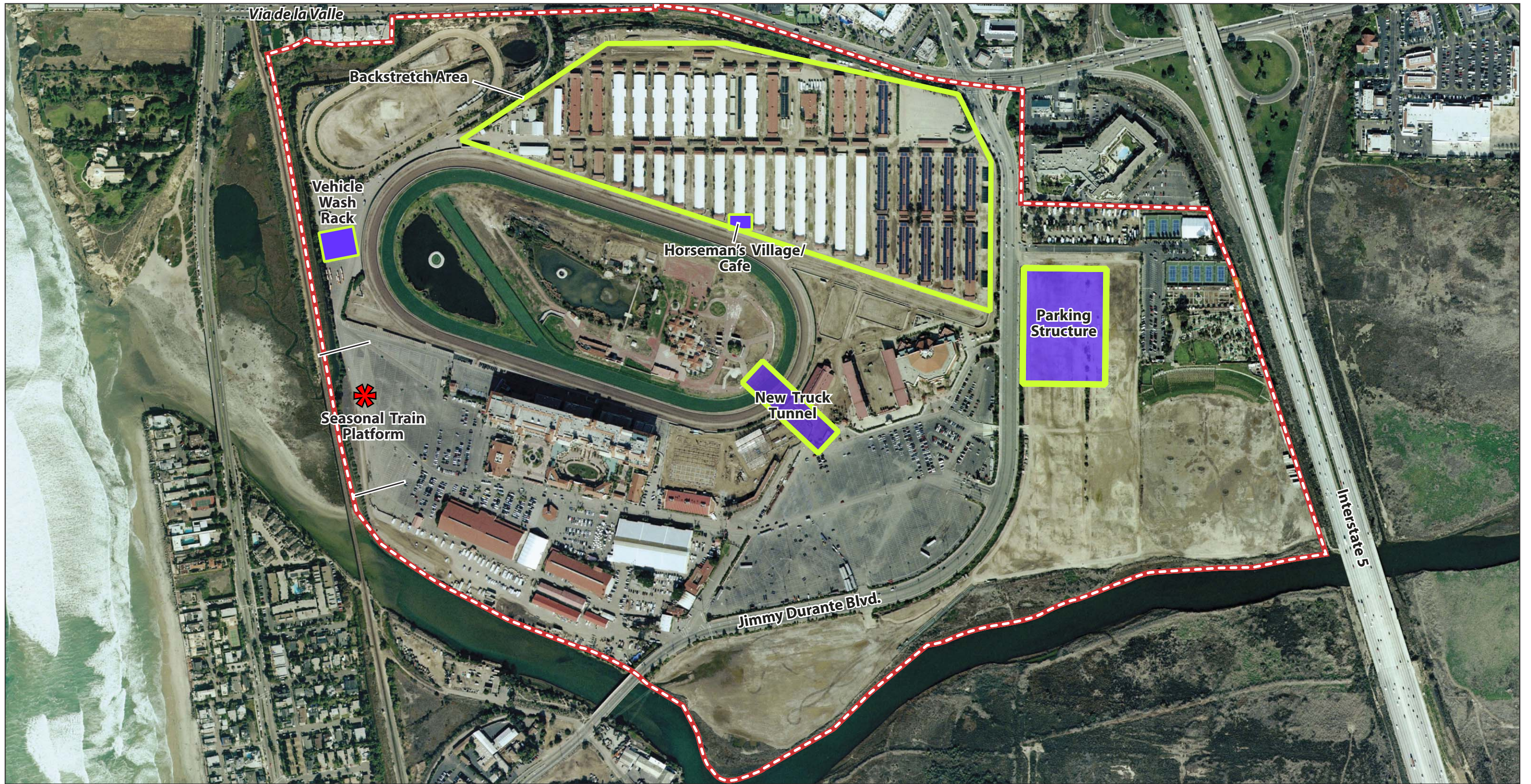
-  PROJECT LIMITS
-  NEAR TERM PROJECT



SOURCE: Aerial: AirphotoUSA (2006); SanGIS (2006)

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Del Mar Fairgrounds and Horsepark Master Plan
Near Term Projects






LSA



0 235 470
FEET

LEGEND

-  PROJECT LIMITS
-  LONG TERM PROJECT
-  LOCATION TO BE DETERMINED

SOURCE: Aerial: AirphotoUSA (2006); SanGIS (2006)

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FIGURE 6

Del Mar Fairgrounds and Horsepark Master Plan
Long Term Projects



Item 8-G-3: Master Site Plan Committee Report [Information Item]

Staff Analysis on the Impacts of Potential Housing Sites on the 22nd DAA

The sites studied for Affordable Housing have significant negative impacts to the operation of the 22nd DAA's wide variety of events and functions. The 22nd DAA is used 261 days of the year (in 2026) for public event activity with traffic and parking implications. This does not include any dates for the set up and teardown of events.

The following are the existing sites that were identified to be studied with the HAP grant, and the challenges and impacts that would occur with each to Fairgrounds operations.

Site 1: East Main Stable Gate Site

This location would negatively impact several areas of the 22nd DAA's operations. There is limited on-site parking for the public during the Fair – so much so that the use of off-site parking at Horsepark and Torrey Pines High School is necessary to accommodate the public. This does not take into account all the parking needed for Fair participation, including the 1,000 people housed in the backstretch area. This area serves as a much-needed parking area for suppliers, concessionaires, commercial vendors, carnival operators, arena performers, 4-H, FFA and Open Livestock Exhibitors. Year-round, outside of the Fair and horse racing, this space is used for parking for horse show participants of events in the Del Mar Arena. The Fairgrounds serves as an emergency evacuation site for the community's horses and other livestock. This area is critical to supporting that effort for supplies, as well as parking for volunteers and other emergency staff.

Site 2: South of Stable Gate Site

This location also negatively impacts operations at the 22nd DAA. This location removes a portion of the stabling area used for horse shows and emergency stable support when the Fairgrounds serves as an evacuation site for horses and other livestock. Additionally, it removes a major roadway that is used for staff parking, the Sound operational parking, access for public parking on the track and access for arena events and performances. This is a key location for housing for 4H and FFA exhibitors and horse show stabling during the Fair.

Site 3: Adjacent to Fire Station

This area is critical to the operation of the activities on 22nd DAA property. Not only are staff housed in offices here, but the noise from events and activities year-round would negatively impact any residents of this area. This is also a location where much of the parking for events all year takes place making parking difficult for residents as well. Most importantly, a crucial access road exists on the south side of the property adjacent to the fire station. This road is critical to allowing emergency access to the property and is used for daily operations. Placing housing near this access road could eliminate access to the southern part of the property. Additional RV housing (approx. 62 spaces) provides temporary living for support of the Fair as well as other year-round activities that rely on this access road.

Site 4: Surf and Turf RV Park Site

The Surf and Turf RV Park has full hook up camping sites for 66 RVs. Between September and May it provides low-cost visitor-serving uses for occupants staying in their RVs close to the ocean and is a destination for campers. During the Fair and Horse Races, this area is occupied by our partners and support staff as there are not enough RV sites on the west side of Jimmy Durante to accommodate all the needs for housing. Most of these partners and support staff are transient and finding affordable temporary housing in this area is not economically feasible. Staff recommends support of this location as long as the RV park site would be relocated to a similar suitable location.

Site 5: Dirt Lot Site

This site is critical to our parking ability on site for our Fair and other large-scale events. Through our settlement agreement, relinquishment of the former south dirt lot that was used for parking was required and forced most staff to park offsite. By relinquishing parking that is designated for the public, additional off-site parking would have to be obtained beyond our existing off-site parking at Horsepark. Past efforts to identify additional ancillary parking have not been successful.

Site 6: Intersection Site

This site's impact would result from traffic and parking congestion that the location would create given it is directly adjacent to a five-point intersection and a main artery to access the I-5 freeway.

Staff Recommendation

Staff recommends amending the Affordable Housing Site Due Diligence and Development Feasibility Analysis Agreement (previously called the Exclusive Negotiating Rights Agreement) to only contemplate affordable housing east of Jimmy Durante Boulevard on the Surf and Turf RV park site, as long as the existing RV park is relocated to a similar location of the same size and scope of what currently exists. This site should ultimately be included in the Master Site Planning process.



Josh Rubinstein
President

May 26, 2026

Director Mark Arabo
Director Lisa Barkett
22nd District Agricultural Association

Sent via email: *marabo@sdfair.com; lbarkett@sdfair.com*

Dear Director Arabo and Director Barkett,

On behalf of the Del Mar Thoroughbred Club (DMTC), we appreciate the thoughtful and robust discussion the 22nd District Agricultural Association (22nd DAA) has undertaken over the past several months regarding affordable housing. DMTC recognizes the importance of this issue to the Fairgrounds, the local community and Californians statewide.

At the 22nd DAA's recent DMTC Liaison Committee meeting, we were asked to review multiple areas that may be contemplated by the 22nd DAA Board as potential affordable housing locations. As requested by the DMTC Liaison Committee, our comments are specifically and exclusively limited to the potential impact on horse racing operations at the Fairgrounds. A summary of our comments is provided below.

East Main Stable Gate and South of Stable Gate Sites

Both locations would significantly and negatively impact horse racing operations, as they are situated within the facility's Stable Area.

As you have experienced firsthand, DMTC takes great pride in its industry-leading equine safety protocols and its designation as one of the safest racetracks in the country. The existing Stable Area footprint is critical to DMTC's ability to provide a safe and secure environment for approximately 2,000 horses at full capacity during the summer meet, as well as for the accompanying staff. Any reduction or disruption of this area would compromise these safety and operational standards.

Additionally, during racing, the Stable Area is considered a restricted “enclosure” under the jurisdiction of the California Horse Racing Board (CHRB), and all individuals entering this area must be properly licensed by the CHRB.

Lastly, both locations are essential to DMTC’s ability to operate and support the Breeders’ Cup World Championships.

Turf & Surf RV Parking

During the summer race meet, approximately 200 individuals who care for the horses are provided RV spaces in this area. Given the current shortage of available housing, these accommodations are vital to DMTC’s ability to operate a safe and successful summer race meet.

We also believe these accommodations are important to overall Fair operations; however, we defer to 22nd DAA staff on that determination.

Adjacent To Fire Station

Use of the Fire Station site would reduce or eliminate the access road on the south side of the station, which is critical for daily operations and emergency access to the southern portion of the property. In addition, stakeholder parking capacity in this area would be eliminated or significantly reduced.

Dirt Lot (East of Jimmy Durante Blvd)

Development of the Dirt Lot site would require the relocation of Stable Area parking, including parking traditionally used during the Breeders’ Cup. While this location is not ideal, it is expected to result in significantly less disruption to horse racing operations than the Stable Gate or Turf & Surf RV locations.

We recognize that planning for proposed affordable housing sites is a complex process, and we sincerely appreciate the opportunity to share our perspective.

Please feel free to contact us if you have any questions or would like to discuss these comments further.

Sincerely,



Josh Rubinstein
President
Del Mar Thoroughbred Club

cc: Becky Bartling, CEO, 22nd District Agricultural Association



Wednesday, May 20, 2026

Contact the Board of Directors

22nd District Agricultural Association

Your Name

Michael Gelfand

Your Email Address



Message:

Dear Members of the 22nd DAA Board of Directors,

I am writing to respectfully but urgently ask you to reconsider the recent vote to renew the existing food and beverage agreement, and to place on the June agenda a motion to authorize the issuance of a Request for Proposals for that contract.

I recognize that the DAA is navigating a period of organizational transition, and that time to prepare and execute an RFP may feel limited. But I believe this moment demands that the Board pause and reflect carefully on what is at stake.

During my five years as a Board member – most of which I spent on the Finance Committee – I witnessed firsthand how difficult it is to find meaningful new revenue sources for this organization. The food and beverage contract represents the single largest revenue opportunity the DAA will see in the next decade. The current agreement's terms are significantly below market, and an RFP process is very likely to generate tens of millions of additional dollars for the organization – regardless of whether the incumbent vendor is ultimately selected. The same vendor may win the RFP. But they would do so at market rates that could transform the DAA's financial position for years to come.

To allow this contract to renew without testing the market would, in my view, constitute a failure of the Board's fiduciary duty. The opportunity is that significant.

I am not asking you to select a new vendor. I am asking you to authorize a competitive process – one that is entirely consistent with best practices in public agency governance – and to place that authorization on the June agenda before the renewal window closes.

This is a rare and time-sensitive opportunity. I hope you will give it the serious consideration it deserves.

Respectfully,
Michael Gelfand

Item 9: Matters of Information
Review of Contracts Executed per CEO Delegation of Authority
 June 9, 2026

Expense Contracts

| Standard Agreements up to \$50,000 | | | | |
|------------------------------------|---|---|--|--------------------------------------|
| Contract: 26-037 | Contractor: Rudi Stockalper Fertilizer Service, Inc. | Acquisition Method: Informal Procurement Process | Term: 6/1/2026 - 7/15/2026 | Not to Exceed: \$18,700.00 |
| | Purpose: To provide pickup, hauling, and recycling of wood shavings in barn and livestock areas during the San Diego County Fair | | | |
| Contract: 26-040 | Contractor: Precision Temperature | Acquisition Method: Informal Procurement Process | Term: 5/20/2026 - 7/20/2026 | Not to Exceed: \$11,727.44 |
| | Purpose: To provide replacement of a 3.5-ton heat pump at the Annex Office | | | |
| Contract: 26-041 | Contractor: Bitefully, a podcast property produced by Immigrantly Media | Acquisition Method: Categorical Exemption – Marketing & Media Services | Term: 6/1/2026 - 6/30/2028 | Not to Exceed: \$12,000.00 |
| | Purpose: To provide Fair-tastic Foods event promotion and judging | | | |
| Contract: 26-042 | Contractor: Seaside Heating and Air Conditioning, Inc. | Acquisition Method: Informal Procurement Process | Term: 5/20/2026 - 5/20/2026 | Not to Exceed: \$19,500.00 |
| | Purpose: To provide replacement of a 4-ton heat pump at First Aid - East Grandstand | | | |
| Contract: 26-043 | Contractor: Show Imaging Inc. | Acquisition Method: Categorical Exemption – Absolute Compatibility | Term: 6/4/2026 - 7/7/2026 | Not to Exceed: \$49,898.20 |
| | Purpose: To provide lighting services at the O'Brien Gate | | | |

| Funding Contracts with California Construction Authority (CCA) | | | |
|--|---|-----------------------------------|---------------------------------|
| Project # | Purpose | Term | Not to Exceed |
| 022-23-031 FA #002 | Increase in funding total and expiration date for DMTC HVAC project | Original: 3/21/2023 - 2/2/2025 | Amendment: \$582,839.00 |
| | | Amended: 3/21/2023 - 4/1/2027 | Total Amount: \$1,056,107.50 |

| 2026 San Diego County Fair Agreements – Agriculture & Arts Programs | | | |
|--|---|---|---------------------|
| Contract | Contractor | Summary / Purpose | Amount |
| 26-1246 | TS Aerial Media LLC | Drone Soccer & Drone Demonstrations | \$0.00 |
| 26-1247 | San Diego Children’s Choir | Community Corner – Choral Music Education | \$30.00 revenue |
| 26-1248 | The East County Art Association | Volunteer Labor Services | \$240.00 |
| 26-1249 | University of San Diego | Community Corner – Organ & Tissue Donor Education | \$125.00 revenue |
| 26-1250 | Girlie Garage LLC | Community Corner – Hands-On Automotive Education | \$125.00 revenue |
| 26-1251 | Feeding San Diego | Community Corner – Food Resource Education | \$30.00 revenue |
| 26-1252 | Garden 31 Community Initiative Inc. | Community Corner – Food Equity Education | \$30.00 revenue |
| 26-1253 | Mainly Mozart, Inc. | Community Corner – Music Education | \$125.00 revenue |
| 26-1254 | Tree San Diego | Community Corner – Urban Tree Education | \$125.00 revenue |
| 26-1255 | Living Coast Discovery Center | Community Corner – Organization Education | \$60.00 revenue |
| 26-1256 | Port of San Diego Harbor Police | Community Corner – Community Service Officer Education | \$140.00 revenue |
| 26-1257 | The Ogilvy Group, LLC | Community Corner – Higher Education Awareness | \$125.00 revenue |
| 26-1258 | Baja Paws Rescue | Community Corner – Animal Adoption & Fostering | \$275.00 revenue |
| 26-1259 | Elev8 Online Schools San Diego Mission Academy | Community Corner – Online School Awareness | \$60.00 revenue |
| 26-1260 | Alliance Truecare, Inc. dba American True Care | Community Corner – Medi-Cal Healthcare Services Education | \$125.00 revenue |
| 26-1261 | USC Edward R. Roybal Institute on Aging | Community Corner – Memory Disease Awareness | \$60.00 revenue |
| 26-1262 | Friendship Circle SD Inc. | Community Corner – Organization Education | \$30.00 revenue |
| 26-1263 | The Cantu Foundation Inc. | Community Corner – Pet Fostering | \$125.00 revenue |
| 26-1264 | The Rosie Project Inc. | Community Corner – Literacy Awareness | \$60.00 revenue |
| 26-1265 | San Diego Mineral and Gem Society | Gem & Mineral Demonstrations & Education | \$0.00 |
| 26-1266 | Barbara Davies dba A Simpler Time | Alpaca Exhibit | \$3,150.00 |
| 26-1267 | Poway Unified School District / Rancho Bernardo High School | Volunteer Labor Services | \$1,500.00 |
| 26-1268 | Paul Williams | Rock Sphere Making Education | \$0.00 |
| 26-1269 | San Diego Mesa College Veterinary Technology Program | Community Corner – Program Promotion | \$0.00 |

| 2026 San Diego County Fair Agreements – Agriculture & Arts Programs (cont.) | | | |
|--|---------------------------------------|--|--------------------|
| Contract | Contractor | Summary / Purpose | Amount |
| 26-1270 | Pawsitive Teams, Inc. | Community Corner – Program Promotion | \$0.00 |
| 26-1271 | Maribeth McFaul | Chalk Artist | \$400.00 |
| 26-1272 | Brush Whackers Painting Club | Decorative Painting Demonstration | \$0.00 |
| 26-1273 | Charity Wings | Button Making and Bookmark Decorating | \$0.00 |
| 26-1274 | Joey's Wings | Origami Crane Demonstration | \$0.00 |
| 26-1275 | Machine Knitter's Guild of San Diego | Machine Knitting Demonstration | \$0.00 |
| 26-1276 | Misti Washington Gourd & Basket Guild | Basket Weaving Demonstration | \$0.00 |
| 26-1277 | San Diego Guild of Puppetry | Hand Puppet Making Demonstration | \$0.00 |
| 26-1278 | Silvergate Lacers | Lace Making Demonstration | \$0.00 |
| 26-1279 | Visions Museum of Textile Art | Show & Tell World Crafting Demonstration | \$0.00 |
| 26-1280 | Maile Miyake Studio | Linocut Demonstration | \$0.00 |
| 26-1281 | Feeding San Diego | Community Corner – Food Resource Education | \$30.00 revenue |
| 26-1282 | Darryl Swanson | Teaching Artist & Demonstrations | \$300.00 |
| 26-1283 | Green Means Give | Community Corner – Children's Resource Education | \$60.00 revenue |
| 26-1284 | San Diego Scrap Society LLC | Junk Journaling Demonstrations | \$0.00 |

| 2026 San Diego County Fair Entertainment Agreements | | | |
|--|---|--------------------------|---------------|
| Contract | Contractor | Event Type | Amount |
| 26-1039 | Cartel International LTD f/s/o Boombox Cartel | Paddock Entertainment | \$10,000.00 |
| 26-1040 | Waynorth Music f/s/o Jekalyn Carr | Grandstand Entertainment | \$35,000.00 |
| 26-1041 | D Davis Ent LLC f/s/o Darnell Davis & The Remnant | Grandstand Entertainment | \$8,000.00 |
| 26-1120 | Gilbert Flores f/s/o Timba Tumbao | Grounds Entertainment | \$2,500.00 |

Revenue Contracts

| 2026 San Diego County Fair Commercial Vendor Agreements | | | |
|--|--------------------------------|-------------------------|-------------------|
| Contract | Vendor Name | Product Category | Rental Fee |
| 26-1696 | U.S. Jaclean, Inc. | Massage Chairs | \$11,795.00 |
| 26-1697 | Epstein Industrial Supply Inc. | Home Improvement | \$4,480.00 |
| 26-1698 | TGS Trading Company | Cork Products | \$4,250.00 |
| 26-1708 | Z2A Holiday Earrings & More | Car Vent Accessories | \$3,915.00 |

| Event Agreements | | | | |
|-------------------------|------------------------|------------------------|----------------------------|-------------------|
| Contract | Licensee | Event | Term | Rental Fee |
| 26-1374 | SD Card Show | Card Trading Expo | 3/13/2026 - 3/15/2026 | \$8,980.00 |
| 26-1705 | CRSSD Music LLC | EDM Music Festival | 10/21/2026 - 10/26/2026 | \$2 per ticket |
| 26-1706 | CBF Productions | Boots & Brew | 9/30/2026 - 10/3/2026 | \$0.00 |
| 27-1699 | SCEGA | Gymnastics Competition | 1/12/2027 - 1/18/2027 | \$15,690.00 |
| 27-1700 | Westward Expos | Home Show | 1/27/2027 - 2/1/2027 | \$11,200.00 |
| 27-1701 | Happy Shows | Bridal Bazaar | 1/29/2027 - 2/1/2027 | \$10,460.00 |
| 27-1703 | Gem Faire | Gem Faire | 2/23/2027 - 3/1/2027 | \$15,690.00 |
| 27-1707 | Silver Bay Kennel Club | Dog Show | 2/17/2027 - 2/21/2027 | \$46,650.00 |

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-037

GL ACCOUNT NUMBER (If Applicable)

GL#: 600100-60

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)

CONTRACTOR NAME

Rudi Stockalper Fertilizer Services, Inc.

2. The term of this Agreement is:

START DATE

June 1, 2026

THROUGH END DATE

July 15, 2026

3. The maximum amount of this Agreement is:

\$18,700.00

Eighteen Thousand Seven Hundred Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits | Title | Pages |
|----------------------------|---------------------------------------|-------|
| Exhibit A | Scope of Work | 2 |
| Exhibit B | Budget Detail and Payment Provisions | 2 |
| Exhibit C | General Terms and Conditions | 5 |
| Exhibit D | Special Terms & Conditions | 5 |
| Exhibit D, Attachment I | Insurance Requirements | 4 |
| Exhibit E | Preventing Storm Water Pollution | 1 |
| Exhibit F | 22nd DAA Resource Conservation Policy | 1 |

*IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Rudi Stockalper Fertilizer Services, Inc.

CONTRACTOR BUSINESS ADDRESS

P.O. Box 833

CITY

Ramona

STATE

CA

ZIP

92065

PRINTED NAME OF PERSON SIGNING

Debra Hogervorst

TITLE

Chief Financial Officer

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

EXHIBIT A
SCOPE OF WORK

I. SERVICES OVERVIEW

- A. Rudi Stockalper Fertilizer Service, Inc., hereinafter referred to as Contractor, agrees to provide to the 22nd District Agricultural Association, hereinafter referred to as District, with services as described herein.
- B. Contractor shall provide pick-up, hauling and recycling of wood shavings utilized in District barn and Livestock Areas, at the Del Mar Fairgrounds, June 1 through July 15, 2026.
- C. Services shall be performed at the District, located at 2260 Jimmy Durante Boulevard, Del Mar, California 92014.
- D. The project representatives during the term of this Agreement will be:

| District | Contractor |
|---|---|
| Name: Mary Martineau | Name: Debra Hogervorst |
| Address: 2260 Jimmy Durante Boulevard Del Mar, California 92014 | Address: P.O. Box 833 Ramona, California 92065 |
| Phone: (858) 792-4247 | Phone: (760) 801-5778 |
| Email: mmartineau@sdfair.com | Email: rsfsinc@gmail.com |

Parties may change their Project Representative upon providing ten (10) business days' written notice to the other party. Said changes shall not require an Amendment to this Agreement.

II. CONTRACTOR RESPONSIBILITIES

- A. Contractor shall provide pick-up, hauling and recycling of wood shavings utilized in horse stalls, at the Del Mar Fairgrounds, June 1 through July 15, 2026.
- B. Contractor shall provide all materials, labor and equipment necessary for a turn-key service.
- C. Contractor shall provide, at minimum, two (2) roll-off 40 cubic yard dumpsters for waste removal to leave onsite at the District.
- D. Contractor shall provide hauling service to remove and replace dumpsters, as needed, throughout the service.
- E. Contractor shall provide the service three (3) times per week, unless notified by the District that additional pick-up(s) are required.
 - 1. Contractor shall provide services within forty-eight (48) hours after the close of each horse show, and on an as-needed basis.
 - 2. Contractor shall provide pick-up services on the days and within the timeframes set forth by the District.
- F. Contractor shall provide pick-up services on scheduled days between the following hours:

EXHIBIT A
SCOPE OF WORK

Rudi Stockalper Fertilizer Service, Inc.
Agreement Number: 26-037
Page 2 of 2

1. Wednesday through Sunday: 7:00 a.m. and 10:00 a.m.
 2. Monday and Tuesday: 9:00 a.m. and 3:00 p.m.
- G. Contractor shall dispose of all generated waste in accordance with State and local laws and regulations.
- H. Contractor must maintain all required certifications and/or licenses required by the State and/or local authorities to handle, haul and recycle wood shavings.
- I. Contractor agrees that all removed materials must be taken to an appropriate facility for recycling and not disposed of or taken to a landfill. Any legal action, cost or fine as a result of improper disposal, transport or handling of the shavings, by Contractor, shall be the sole responsibility of Contractor.

III. DISTRICT RESPONSIBILITIES

- A. District personnel shall fill Contractor-delivered dumpsters, with wood shavings material, in preparation for pick-up.
- B. District shall use reasonable efforts to ensure that the compost is free of hay, straw, weeds and trash.
- C. District shall provide schedule to Contractor upon contract execution.

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-040

GL ACCOUNT NUMBER (If Applicable)

GL#: 600100-10

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)

CONTRACTOR NAME

Precision Temperature

The term of this Agreement is:

START DATE

May 20, 2026

THROUGH END DATE

July 20, 2026

2. The maximum amount of this Agreement is:

\$11,727.44

Eleven Thousand Seven Hundred Twenty Seven Dollars and Forty Four Cents

3. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits | Title | Pages |
|----------------------------|--|-------|
| Exhibit A | Scope of Work | 3 |
| Exhibit B | Budget Detail and Payment Provisions | 2 |
| Exhibit C | General Terms and Conditions | 5 |
| Exhibit D | Special Terms & Conditions | 5 |
| Exhibit D, Attachment I | Insurance Requirements | 4 |
| Exhibit E | Preventing Storm Water Pollution | 1 |
| Exhibit F | 22nd DAA Resource Conservation Policy | 1 |
| Exhibit G | Public Works Terms and Conditions 4-2026 | 3 |
| Exhibit H | Certification of Contractor and Subcontractor DIR Registration | 1 |

*IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Precision Temperature

CONTRACTOR BUSINESS ADDRESS

P.O. Box #1574

CITY

Lakeside

STATE

CA

ZIP

92040

PRINTED NAME OF PERSON SIGNING

Frank Herrera

TITLE

Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**EXHIBIT A
 SCOPE OF WORK**

1. SERVICES OVERVIEW

- A. Precision Temperature, hereinafter referred to as the Contractor, agrees to provide to the 22nd District Agricultural Association / Del Mar Fairgrounds, hereinafter referred to as District, with services as described herein:
- B. At the direction of District Management, the Contractor shall provide a turnkey service and furnish all labor, materials, and services necessary to remove and replace the existing 3.5-ton (460V, 3-phase) heat pump unit with a new Carrier 3.5-ton Heat Pump Package Unit (460 volts / 3 phase / 60 Hertz), including an outside air hood, and all required supply, delivery, installation, and commissioning services at the Flower Garden Show Building.
- C. The services shall be performed at Del Mar Fairgrounds, located at 2260 Jimmy Durante Boulevard, Del Mar, CA 92014.
- D. Services shall be performed during the Contractor’s normal business hours, Monday through Friday, between 7:00 a.m. and 5:00 p.m., excluding District-recognized holidays, unless otherwise approved in writing by the District.
- E. Where the terms of this Agreement are more specific, or are inconsistent or in conflict with the provisions, terms and conditions set forth in the Contractor’s proposal or Contractor’s documents, both parties agree that the terms set forth in District’s documents shall supersede and take precedence over Contractor’s proposal or Contractor’s documents.
- F. The Project Representatives during the term of this Agreement will be

| | |
|--|--|
| 22 nd District Agricultural Association | Contractor: Precision Temperature |
| Name: Brad Mason | Name: Manuel Murillo |
| Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014 | Address: P.O. BOX #1574 LAKESIDE, CA. 92040 |
| Phone: 858 792-4285 | Phone: 619-588-5321 |
| e-mail: Bmason@sdfair.com | e-mail: Quotes@ptempinc.com |

The parties may change their Project Representative upon providing ten (10) business days written notice to the other party. Said changes shall not require an Amendment to this Agreement.

2. WORK TO BE PERFORMED BY CONTRACTOR:

- A. Contractor shall furnish all labor, materials, supervision, and services necessary to remove and replace the existing 3.5-ton heat pump package unit (460V, 3-phase) at the Flower Garden Show Building, Unit #1, to restore reliable operation and system performance.

**EXHIBIT A
SCOPE OF WORK**

- B. Contractor shall provide and install a new Carrier 3.5-ton heat pump package unit (460V/3-phase/60 Hertz) with outside air hood in accordance with manufacturer specifications and applicable codes.
- C. Contractor shall disconnect the existing HVAC unit and prepare it for removal. The District shall be providing all lifting equipment necessary to lower the existing HVAC unit from the roof to the ground. Contractor shall remove and dispose of the existing HVAC unit off-site, once the unit has been lowered to the ground.**
- D. District shall also be providing all lifting equipment necessary to place the new HVAC unit on the roof. Contractor shall perform all installation work upon placement of the new unit to the roof, including securing the unit, completing all electrical, mechanical, and control connections, and placing the unit into proper operating condition.**
- E. Contractor install the new rooftop package unit on two (2) 4"x4"x8' pressure-treated ground-contact wood sleepers to ensure proper support and leveling.
- F. Contractor shall reconnect the existing ductwork to the new unit. Existing ductwork shall be reused as part of this project. Contractor shall furnish gray water-based, UL-listed duct sealants for use by the District. Duct sealing shall be performed separately by the District and is not included in this scope of work.
- G. Contractor shall furnish and install a new 600-volt electrical disconnect with fuses and reconnect all required electrical service connections to the new equipment. Contractor shall verify that the existing electrical service is compatible with the new unit prior to startup.
- H. Contractor shall furnish and install new PVC pipe and fittings necessary to properly route and connect the condensate drain line for the new unit.
- I. Contractor shall apply gray water-based UL-listed duct sealant at applicable duct connection points to ensure proper sealing and system performance.
- H. Contractor shall test, start up, and commission the new system upon completion of installation to verify proper operation, performance, and compliance with manufacturer specifications.

3. WARRANTY

- A. Contractor shall provide a minimum one (1) year labor and parts warranty from the date of final acceptance by the District covering all labor, materials, equipment, and workmanship associated with the installation of the Carrier 3.5-ton (460V/3-phase/60 Hertz) heat pump packaged unit.
- B. Contractor shall provide a five (5) year manufacturer's warranty on the compressor for the new Carrier 3.5-ton (460V/3-phase/60 Hertz) heat pump package unit, commencing on the date of final acceptance by the District. Contractor shall assist the District with warranty coordination and processing for any compressor-related warranty claims during

**EXHIBIT A
SCOPE OF WORK**

the warranty period. Warranty documentation shall be provided to the District upon project completion.

- C. Contractor shall warrant that all equipment installed is free from defects in materials and workmanship and shall ensure proper operation in accordance with manufacturer specifications during the warranty period.
- D. During the warranty period, Contractor shall, at no additional cost to the District, promptly repair or replace any defective components or correct any deficiencies arising from improper installation or workmanship.

4. DISTRICT RESPONSIBILITIES

- A. District shall provide all required lifting equipment necessary to lower the existing unit to the ground and lift the new unit to the roof.

5. PUBLIC WORKS

Prevailing Wage Rates

In accordance with the provisions of Section 1770, 1773 and 1773.1 of the Labor Code, the Director of the Department of Industrial Relations (DIR) has ascertained general prevailing wage rates in the county in which the work is to be performed. The rates of prevailing wage are determined by the DIR, Labor Statistics and Research. The Prevailing Wage Rates as specified by the DIR are available on the DIR website, www.dir.ca.gov/DLSR/Pwd. It is the bidder's responsibility to use the correct classification determination published by the DIR. By submitting a bid, the bidder acknowledges this is a public works contract subject to Labor Code Sections 1720-1861, and that if awarded this Agreement, it will be the bidder's responsibility to ensure that all prevailing requirements are met, including but not limited to the payment of appropriate prevailing wages rates to all employees who participate and perform services under this Agreement, Department of Industrial Relations registration, submittal of weekly certified payroll records, and employment of apprentices throughout the duration of the Agreement.

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-041

GL ACCOUNT NUMBER (If Applicable)

GL#: 520100-30

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)

CONTRACTOR NAME

Immigrantly Podcast LLC

2. The term of this Agreement is:

START DATE

June 1, 2026

THROUGH END DATE

June 30, 2026

3. The maximum amount of this Agreement is:

\$12,000.00

Twelve Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits | Title | Pages |
|-----------|---------------------------------------|-------|
| Exhibit A | Scope of Work | 3 |
| Exhibit B | Budget Detail and Payment Provisions | 2 |
| Exhibit C | General Terms and Conditions | 5 |
| Exhibit D | Special Terms & Conditions | 5 |
| Exhibit E | Preventing Storm Water Pollution | 1 |
| Exhibit F | 22nd DAA Resource Conservation Policy | 1 |

*IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Immigrantly Podcast LLC

CONTRACTOR BUSINESS ADDRESS

403 Main Street, Suite 72

CITY

Armonk

STATE

NY

ZIP

10504

PRINTED NAME OF PERSON SIGNING

Saadia Khan

TITLE

Chief Executive Officer

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**EXHIBIT A
 SCOPE OF WORK**

1. SERVICES OVERVIEW

A. Bitefully, a podcast property produced by Immigrantly Media, hereinafter referred to as the Contractor, agrees to provide to the 22nd District Agricultural Association / Del Mar Fairgrounds, hereinafter referred to as the District, with services as described herein:

In coordination with District’s Marketing Director, Contractor will create and distribute promotional content supporting the San Diego County Fair promotional partnership campaign, including branded podcast integration, newsletter promotion, press support, social media visibility, and related campaign assets.

B. The promotional services shall be performed primarily at the Contractor’s place of business; however, Contractor will be required to provide an on-site appearance at the Del Mar Fairgrounds located at 2260 Jimmy Durante Boulevard, Del Mar, CA, 92014, and may be required to attend campaign planning meetings.

C. The services shall be provided beginning June 1, 2026 through June 30, 2026.

D. The Project Representatives during the term of this Agreement will be:

| | |
|--|--|
| 22nd District Agricultural Association | Immigrantly Podcast LLC |
| Name: Jennifer Hellman, Marketing Director | Name: Saadia Khan |
| Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014 | Address: 403 Main Street P.O. Box 72 Armonk, NY 10504 |
| Phone: 858-792-4227 | Phone: 720-233-7195 |
| e-mail: jhellman@sdfair.com | e-mail: saadia@immigrantlypod.com |

The parties may change their Project Representative upon providing ten (10) business days written notice to the other party. Said changes shall not require an Amendment to this Agreement.

2. WORK TO BE PERFORMED

A. Tasks and Deliverables

Task 1 – Campaign Management and Administration

1.1. Contractor shall provide all creative, technical, and administrative services as needed for Agreement completion, including monitoring, supervising, and reviewing all work performed. In addition, Contractor shall coordinate campaign scheduling and deliverable production to ensure the Agreement is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations throughout Agreement term.

1.2. Contractor shall ensure that Agreement requirements are met through regular communication with the District. Contractor shall coordinate with the District regarding sponsorship language, campaign timing, guest interview scheduling, approvals, and other necessary details to complete the promotional services described herein.

- 1.3. In alignment with the 2026 San Diego County Fair theme, "Once Upon a Fair," Contractor shall create and distribute promotional content designed to celebrate the diversity of San Diego County and elevate awareness of the Fair through storytelling, branded podcast integration, newsletter promotion, press support, and social media visibility.

Task 2 – Podcast Sponsorship

- 2.1. Contractor shall provide exclusive pre-roll and mid-roll sponsorship placements across the first four (4) episodes of Bitefully.
 - Each episode shall include one (1) 60-second pre-roll advertisement and one (1) 60-second mid-roll advertisement.
 - All advertisement spots shall be read by Chef Claudia Sandoval.
 - Sponsorship shall be exclusive in those placements, meaning no other advertisers shall appear in the pre-roll or mid-roll positions during the four-episode campaign.

Task 3 – Featured Guest Interview

- 3.1. Contractor shall provide one (1) featured guest interview on Bitefully featuring a representative, spokesperson, or approved guest connected to the San Diego County Fair.
 - The episode is anticipated to air as early as the first week of June.
 - Based on current release planning, the episode is expected to be published on June 1 or June 3, subject to final scheduling.

Task 4 – Live Fair Appearance

- 4.1. Chef Claudia Sandoval shall attend the Fair-tastic Food Competition as a competition judge on Friday, June 12, 2026 from 11:00a.m. to 1:00p.m.. On-stage event timing is anticipated to be approximately 11:30a.m. to 12:30p.m..

Task 5 – Newsletter, Press, and Social Media Promotion

- 5.1. Contractor shall provide two (2) high-visibility banner placements in the Hyphenly newsletter. Distribution shall target approximately 80,000 to 100,000 people in San Diego County, with placement timing coordinated between both parties during the campaign period.
- 5.2. Contractor shall promote the San Diego County Fair as the exclusive sponsor of the first four Bitefully episodes in all related press releases and related social media posts associated with the sponsored episodes and campaign. The District shall also be featured as the exclusive sponsor on the official guest interview press release and supporting social content.
- 5.3. Contractor shall deliver a total of 150,000 impressions across the combined podcast, newsletter, banner, press, and social media campaign assets described in this Scope of Work.

B. Tasks and Deliverables Schedule

Contractor shall provide the following deliverables. Deliverables shall not be considered final until accepted and approved by the District.

| Task # | Deliverable | Deliverable Due Date |
|---------|--|-------------------------------------|
| 1.1-1.3 | Campaign Management, Coordination, Scheduling, Creating and distribution of promotional content supporting the 2026 San Diego Fair campaign. | Ongoing throughout Agreement term |
| 2.1 | Exclusive pre-roll and mid-roll sponsorships across the first four (4) episodes of Bitefully, including one (1) 60-second pre-roll advertisement and one (1) 60-second mid-roll advertisement in each sponsored episode. | Weeks of June 1, 8, 15 and 22 |
| 3.1 | One (1) featured guest interview on Bitefully featuring a District representative, spokesperson, or approved guest connected to the San Diego County Fair. | No later than June 12, 2026 |
| 4.1 | Chef Claudia Sandoval for an on-site appearance as a competition judge at the Fair-tastic Food Competition from 11:00 a.m. to 1:00 p.m., with on-stage timing anticipated from approximately 11:30 a.m. to 12:30 p.m. | June 12, 2026 |
| 5.1 | Two (2) high-visibility banner placements in the Hyphenly newsletter targeting approximately 80,000 to 100,000 people in San Diego County. | TBD dates in June |
| 5.2 | District sponsorship recognition in related press releases and related social media posts associated with the sponsored episodes, campaign, and official guest interview. | No later than June 1, 2026 |
| 5.3 | Deliver a total of 150,000 impressions across the combined campaign assets described in this Scope of Work. | Proof of performance by end of term |

3. DISTRICT RESPONSIBILITIES

- A. To ensure execution of the items detailed in Section 2, District shall be responsible for the following:
- Providing timely approval of sponsorship language and messaging.
 - Providing any required logos, brand assets, and usage guidelines.
 - Identifying and coordinating any guest interview participant.
 - Providing event-related access and credentials necessary for Chef Claudia Sandoval's appearance at the Fair.
 - Providing any feedback, direction, and edits to Contractor in a timely manner.

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-042

GL ACCOUNT NUMBER (If Applicable)

GL#: 600100-10

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)

CONTRACTOR NAME

Seaside Heating and Air Conditioning Inc.

2. The term of this Agreement is:

START DATE

May 20, 2026

THROUGH END DATE

July 20, 2026

3. The maximum amount of this Agreement is:

\$19,500.00

Nineteen Thousand Five Hundred Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits | Title | Pages |
|----------------------------|--|-------|
| Exhibit A | Scope of Work | 3 |
| Exhibit B | Budget Detail and Payment Provisions | 2 |
| Exhibit C | General Terms and Conditions | 5 |
| Exhibit D | Special Terms & Conditions | 5 |
| Exhibit D, Attachment I | Insurance Requirements | 4 |
| Exhibit E | Preventing Storm Water Pollution | 1 |
| Exhibit F | 22nd DAA Resource Conservation Policy | 1 |
| Exhibit G | Public Works Terms and Conditions 4-2026 | 3 |
| Exhibit H | Certification of Contractor and Subcontractor DIR Registration | 1 |

*IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Seaside Heating and Air Conditioning Inc

CONTRACTOR BUSINESS ADDRESS

1359 Rocky Point Dr.,

CITY

Oceanside

STATE

CA

ZIP

92056

PRINTED NAME OF PERSON SIGNING

Ryan Randolph

TITLE

Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**EXHIBIT A
SCOPE OF WORK**

1. SERVICES OVERVIEW

- A. Seaside Heating and Air Conditioning Inc., hereinafter referred to as the Contractor, agrees to provide to the 22nd District Agricultural Association / Del Mar Fairgrounds, hereinafter referred to as District, with services as described herein:
- B. At the direction of District Management, the Contractor shall furnish all labor, materials, equipment, and services necessary to remove and replace the existing 4-ton heat pump split system with a new 4-ton Arcoaire heat pump, Model No. N5H5S48ALAAA, and matching 4-ton fan coil unit, including all required supply, delivery, and installation services at the First Aid Building.
- C. The services shall be performed at Del Mar Fairgrounds, located at 2260 Jimmy Durante Boulevard, Del Mar, CA 92014.
- D. Services shall be performed during the Contractor's normal business hours, Monday through Friday, between 7:00 a.m. and 5:00 p.m., excluding District-recognized holidays, unless otherwise approved in writing by the District.
- E. Where the terms of this Agreement are more specific, or are inconsistent or in conflict with the provisions, terms and conditions set forth in the Contractor's proposal or Contractor's documents, both parties agree that the terms set forth in District's documents shall supersede and take precedence over Contractor's proposal or Contractor's documents.
- F. The Project Representatives during the term of this Agreement will be

| | |
|--|--|
| 22 nd District Agricultural Association | Contractor: Seaside Heating and Air Conditioning Inc. |
| Name: Brad Mason, Facilities Director | Name: Ryan Randolph |
| Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014 | Address: 1359 Rocky Point Dr, Oceanside, CA 92056 |
| Phone: 858 792-4285 | Phone: 760-801-3941 |
| e-mail: Bmason@sdfair.com | e-mail: RR@seasidehvac.com |

The parties may change their Project Representative upon providing ten (10) business days written notice to the other party. Said changes shall not require an Amendment to this Agreement.

- G. Contractor documents may not have conditions that are counter to or in conflict with this Scope of Work. Where the terms of this Agreement or District's documents are more specific, or are inconsistent or in conflict with the provisions, terms, and conditions set forth in the Contractor's documents or Contractor's documents, both parties agree that the terms set forth in District's documents shall supersede and take precedence over Contractor's documents.

2. WORK TO BE PERFORMED BY CONTRACTOR:

**EXHIBIT A
SCOPE OF WORK**

- A. Contractor shall furnish all labor, materials, equipment, and supervision necessary to remove and replace the existing 4-ton heat pump split system with a new Arcoaire heat pump unit, Model No. N5H5S48ALAAA, and a matching 4-ton Arcoaire fan coil unit, including all required refrigeration, electrical, ductwork, and condensate connections, in accordance with manufacturer specifications and applicable codes.
- B. Contractor shall include removal and proper disposal of the existing equipment and installation of the new heat pump split system in the existing location, unless otherwise directed by the District.
- C. Contractor shall reconnect refrigeration (refrigerant) lines, low-voltage and high-voltage electrical connections, and ensure all connections are properly secured, sealed, and functioning in accordance with manufacturer requirements.
- D. Contractor shall reconnect existing ductwork and condensate drain lines and shall install a new condensate safety switch to protect against overflow conditions.
- E. Contractor shall provide and install all required long line application accessories, including a crankcase heater and liquid line solenoid valve, as required for proper system operation.
- F. Contractor shall apply coil coating protection to applicable coils to enhance durability and corrosion resistance in accordance with manufacturer recommendations.
- G. Contractor shall test, start up, and commission the system upon completion of installation to verify proper operation, performance, and compliance with manufacturer specifications.
- H. Contractor shall ensure the system is fully operational and functioning in accordance with industry standards prior to final acceptance by the District.

3. WARRANTY

- A. Contractor shall provide a minimum one (1) year warranty from the date of final acceptance by the District covering all labor, materials, equipment, and workmanship associated with the installation of the 4-ton heat pump system (Arcoaire heat pump unit, Model No. N5H5S48ALAAA, and a matching 4-ton Arcoaire fan coil unit).
- B. Contractor shall warrant that all equipment installed is free from defects in materials and workmanship and shall ensure proper operation in accordance with manufacturer specifications during the warranty period.
- C. During the warranty period, Contractor shall, at no additional cost to the District, promptly repair or replace any defective components or correct any deficiencies arising from improper installation or workmanship.

**EXHIBIT A
SCOPE OF WORK**

4. PUBLIC WORKS

Prevailing Wage Rates

In accordance with the provisions of Section 1770, 1773 and 1773.1 of the Labor Code, the Director of the Department of Industrial Relations (DIR) has ascertained general prevailing wage rates in the county in which the work is to be performed. The rates of prevailing wage are determined by the DIR, Labor Statistics and Research. The Prevailing Wage Rates as specified by the DIR are available on the DIR website, www.dir.ca.gov/DLSR/Pwd. It is the bidder's responsibility to use the correct classification determination published by the DIR. By submitting a bid, the bidder acknowledges this is a public works contract subject to Labor Code Sections 1720-1861, and that if awarded this Agreement, it will be the bidder's responsibility to ensure that all prevailing requirements are met, including but not limited to the payment of appropriate prevailing wages rates to all employees who participate and perform services under this Agreement, Department of Industrial Relations registration, submittal of weekly certified payroll records, and employment of apprentices throughout the duration of the Agreement.

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-043

GL ACCOUNT NUMBER (If Applicable)

GL#: 600100-60

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)

CONTRACTOR NAME

Show Imaging Inc.

2. The term of this Agreement is:

START DATE

June 4, 2026

THROUGH END DATE

July 7, 2026

3. The maximum amount of this Agreement is:

\$49,898.20

Forty Nine Thousand Eight Hundred Ninety Eight Dollars and Twenty Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits | Title | Pages |
|----------------------------|---------------------------------------|-------|
| Exhibit A | Scope of Work | 3 |
| Exhibit B | Budget Detail and Payment Provisions | 2 |
| Exhibit C | General Terms and Conditions | 5 |
| Exhibit D | Special Terms & Conditions | 5 |
| Exhibit D, Attachment I | Insurance Requirements | 4 |
| Exhibit E | Preventing Storm Water Pollution | 1 |
| Exhibit F | 22nd DAA Resource Conservation Policy | 1 |

*IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Show Imaging Inc.

CONTRACTOR BUSINESS ADDRESS

1125 Joshua Way

CITY

Vista

STATE

CA

ZIP

92081

PRINTED NAME OF PERSON SIGNING

Darrell Henry

TITLE

Chief Operating Officer

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**EXHIBIT A
SCOPE OF WORK**

I. SERVICES OVERVIEW

- A. Show Imaging Inc., hereinafter referred to as Contractor, agrees to provide to the 22nd District Agricultural Association, hereinafter referred to as District with services as described herein.
- B. Contractor shall provide and teardown lighting, truss and rigging in pre-determined areas the for the 2026 San Diego County Fair (SDCF).
- C. Services shall be performed onsite at the District located at 2260 Jimmy Durante Boulevard, Del Mar, California 92014.
- D. Services shall be provided June 4 through July 7, 2026.
- E. The project representatives during the term of this Agreement will be:

| District | | Contractor | |
|-----------------|---|-------------------|--|
| Name: | Rachelle Weir, Creative Services Manager | Name: | Katie Wallace, Account Manager |
| Address: | 2260 Jimmy Durante Boulevard Del Mar, California 92014 | Address: | 1125 Joshua Way Vista, California 92081 |
| Phone: | (858) 792-4211 | Phone: | (619) 672-2793 |
| Email: | rweir@sdfair.com | Email: | kwallace@showimaging.com |

II. WORK TO BE PERFORMED

- A. Contractor shall provide lighting, truss and rigging in areas and locations agreed upon by the District. Any deviation from the design must be agreed upon by District and Contractor.
- B. Contractor shall supply all labor and materials, hardware and equipment necessary for the installation, rigging and removal of lighting and truss systems at the District.
 - 1. Contractor shall provide all ladders, zip ties, Velcro, tools, Gaffer's tape, shims, and safety harnesses for a turnkey installation and removal.
 - 2. Contractor shall provide and utilize fall-protection equipment appropriate for each application and shall comply with all safety requirements of the State of California Division of Occupational Safety and Health (Cal/OSHA) and the District.
- C. Contractor shall provide the following elements for the design, installation, and removal of the lighting and truss systems in pre-determined areas as directed by the District:
 - 1. Lighting
 - a. Quantity 50: ETC Source 4WRD II Daylight Gallery (LED Leko)
 - b. Quantity 30: Chauvet SlimPAR Pro Tri-LED Wash Fixture

**EXHIBIT A
SCOPE OF WORK**

- c. Quantity 30: Museum Lights
 - d. Quantity 1: Power Distro Package
 - e. Quantity 1: Lighting Cable Package
2. Rigging
- a. Quantity 8: Half (1/2) Ton Chain Motor 60-Foot Lift – 120V CM Lodestar F
 - b. Quantity 8: CM Hoist Pickle
 - c. Quantity 18: GP Truss Black 12-Inch by 10-Foot Totaling 180 Linear Feet
 - d. Quantity 1: Rigging Support Package
3. Labor – Load-In and Load-Out
- a. Quantity 1: L1 – Master Electrician
 - b. Quantity 1: PS – Production Manager
 - c. Quantity 1: Stagehand – Up Rigger
 - d. Quantity 1: Stagehand – Down Rigger
 - e. Quantity 4: Stagehand – Lighting
- D. Contractor shall be responsible for taking all onsite measurements, observing surrounding structures and roadways and installing lighting and truss that meet all fire and life safety codes. Any and all corrections needed to bring equipment up to safety standards shall be performed at Contractor's sole expense.
- E. Contractor shall make repairs and adjustments at no cost to the District, as needed, throughout the duration of the 2026 SDCF, June 10 through July 5, 2026. Contractor agrees that repairs and/or adjustments must be made within twenty-four (24) hours of notification. If issue poses a threat to public safety, Contractor shall respond within two (2) hours of notification to begin the repair/adjustment.
- F. Contractor shall have truss and lighting installed and ready for District inspection no later than June 8, 2026 at 12:00 p.m.
- G. Contractor shall remove all Contractor installed equipment no later than July 7, 2026 at 3:00 p.m.

III. COMPLIANCE, PERMITS, AND INSPECTION

- A. Contractor shall at its sole cost and expense, obtain and maintain all permits, approvals, licenses, inspections, and authorizations required for the temporary lighting installation, unless otherwise directed by the District. Contractor shall perform all work in compliance with all applicable federal, state, and local laws, regulations, codes, and safety requirements, including but not limited to the California Building Code, California Electrical Code, California Fire Code, Cal/OSHA requirements, Office of the State Fire Marshal (OSFM) requirements, and applicable District policies and procedures.
- B. Contractor shall at its sole cost and expense, ensure that all temporary lighting equipment, wiring, connections, mounting systems, and associated components are properly

**EXHIBIT A
SCOPE OF WORK**

designed, installed, secured, operated, and maintained in a safe condition throughout the duration of the installation. Contractor shall provide any required structural calculations, engineering certifications, product data, or technical documentation upon request by the District or any agency having jurisdiction.

- C. Contractor shall at its sole cost and expense, coordinate and cooperate with the District in obtaining any required permits, inspections, approvals, or authorizations from the Office of the State Fire Marshal, regulatory authorities, utility providers, or other agencies having jurisdiction. Contractor shall provide all information, documentation, certifications, and site access necessary to facilitate such reviews and approvals, whether the permits and inspections are obtained directly by the Contractor or coordinated through the District, prior to energizing or operating the lighting system.

IV. DISTRICT RESPONSIBILITIES

1. District shall provide necessary power to illuminate Contractor installed lighting.
2. District shall provide necessary heavy equipment required to install lighting.

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-1246

GL ACCOUNT NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTOR NAME

TS Aerial Media LLC

2. The term of this Agreement is:

START DATE

06/10/2026

THROUGH END DATE

07/04/2026

3. The maximum amount of this Agreement is:

\$0.00

Zero Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits | Title | Pages |
|-----------|--|---------|
| Exhibit A | Scope of Work | 1 – 2 |
| Exhibit B | Budget Detail and Payment Provisions | N/A |
| Exhibit C | General Terms and Conditions (GTC 02/2025) | 3 – 7 |
| Exhibit D | Contractor Certification Clauses (CCC 04/2017) | 8 – 11 |
| Exhibit E | Special Terms & Conditions | 12 – 16 |
| Exhibit F | Insurance Requirements | 17 – 20 |
| Exhibit G | Preventing Storm Water Pollution | 21 |

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

TS Aerial Media LLC

CONTRACTOR BUSINESS ADDRESS

517 Seagaze Drive, Suite 364

CITY

Oceanside

STATE

CA

ZIP

92049

PRINTED NAME OF PERSON SIGNING

LaTonya T. Smith

TITLE

Chief Executive Officer

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

05/17/2026

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Katie Mueller

TITLE

Chief Operations Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

05/18/2026

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051.a. 1

**EXHIBIT A
SCOPE OF WORK**

I. SERVICES OVERVIEW

- A. TS Aerial Media LLC, hereinafter referred to as Contractor, agrees to provide to the 22nd District Agricultural Association, hereinafter referred to as District, with services as described herein.
- B. Contractor shall provide drone soccer and drone operation demonstrations, at the 2026 San Diego County Fair (SDCF).
- C. The project representatives during the term of this Agreement will be:

| 22nd District Agricultural Association | | Contractor | |
|--|--|-------------------|--|
| Name: | Judith Toepel, Manager, Agriculture and Education | Name: | LaTonya (Tonie) Smith, Chief Executive Officer |
| Address: | 2260 Jimmy Durante Boulevard Del Mar, California 92014 | Address: | 517 Seagaze Drive, Suite 364 Oceanside, California 92049 |
| Phone: | (858) 308-2216 | Phone: | (619) 940-4425 |
| Email: | jtoepel@sdfair.com | Email: | tonie@tsaerialmedia.com |

Parties may change their Project Representative upon providing ten (10) business days' written notice to the other party. Said changes shall not require an Amendment to this Agreement.

II. CONTRACTOR RESPONSIBILITIES

- A. Contractor shall provide drone soccer and drone operation demonstrations for the Student Showcase in the Exhibit Hall, at the SDCF, June 10 and 11, and July 1, 2 and 4, 2026.
 - 1. Contractor shall provide an inflatable soccer field and drone for demonstrations.
 - 2. Contractor shall provide drone soccer matches three (3) times per day and/or six (6) hours of demonstrations each day on June 10 and 11, and July 1, 2 and 4, 2026.
 - a. Drone soccer matches shall begin at 12:00 p.m., 2:00 p.m. and 4:00 p.m.
 - b. Each demonstration team is comprised of 20 to 25 minor students, young adult students, and adult volunteers and each shall be accompanied by an adult advisor.
- B. Contractor shall provide supervision for student demonstrators.
- C. Contractor shall provide personal protective equipment for demonstrators.
- D. Contractor shall provide release forms for all participants.
 - 1. Release forms shall be signed by guardian if participant is a minor.
- E. Contractor shall provide a slide show or video on stage screen.
- F. Contractor shall provide handouts and signage.
- G. Contractor shall market demonstrations through social media posts utilizing District provided graphic files. Contractor agrees that graphics shall not be manipulated or changed in any way.

EXHIBIT A
SCOPE OF WORK

III. DISTRICT RESPONSIBILITIES

- A. District shall provide one (1) 30-foot by 30-foot space in the Exhibit Hall for Contractor to utilize on demonstration days.
- B. District shall provide six (6) 30-inch by 96-inch tables and twenty (20) folding chairs.
- C. District shall provide stage, microphone and display monitor for Contractor's slideshow or video.
- D. District shall provide electrical power and extension cords, as needed, for soccer field and drone chargers.
- E. District shall provide easels for Contractor's signage.
- F. District shall provide social media and graphics files to be utilized by Contractor.
- G. District shall include demonstration on District's website in daily schedule.
- H. District shall provide necessary admission and parking credentials to Contractor, including one (1) Exhibitor Access Pass per participating student and advisor each day. Number of credentials offered by District shall be non-negotiable.
 - 1. District shall provide one (1) delivery pass to drop off materials prior to 10:00 a.m. or on a Monday or Tuesday when the SDCF is not operating.
 - 2. District shall provide one (1) Horse Park parking pass for participants and advisors for each day of participation.

FORM F-31
Revised 8/19

FAIRTIME AND INTERIM EVENT
RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the 22nd District Agricultural Association, ("Association"), commonly known as the San Diego County Fair, ("Fairgrounds"), and San Diego Children's Choir, ("Renter"). Association and Renter may collectively be referred to individually as "Party" or collectively as "Parties."

1. Association hereby grants to the Renter the right to occupy the space known as Community Corner located on the Fairgrounds at 2260 Jimmy Durante Boulevard, Del Mar, California 92014, ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.
2. The terms of this Agreement begin on June 11, 2026 and end on June 11, 2026. Renter shall ensure booth is open to the public from 11:00 a.m. to 7:00 p.m. daily. 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 the Renter took possession.
3. The purposes of the occupancy shall be limited to activities related to educating the public about choral music education programs offered to children up to eighteen (18) years of age, promoting program enrollment, and distributing flyers for an upcoming concert, and shall be for no other purpose whatsoever.
4. Association shall provide Renter the following for the purposes of occupancy: 10-foot x 10-foot festival tent booth, one (1) 8-foot table with table cover, two (2) chairs, Exhibit Access Passes, and free parking on days the booth is staffed.
5. Renter shall pay \$30.00 for the items and services provided in Provision 4.
6. Renter acknowledges that the Association's Fairgrounds may be required at any time to open as an evacuation center, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter's use, 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.
7. Association shall have the right to access Premises at any time, with or without notice to Renter.
8. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any workers' compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
9. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

10. No Renter will be allowed to open until compliance with all preliminary requirements set forth herein have been satisfied.
11. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises, for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
12. All temporary tents or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without written pre-approval of the Association, and only if removal of the fixture may be affected without injury to the Premises.
13. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc. prior to event.
14. 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 right 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the carnival or the carnival area.
15. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
16. Association will furnish necessary janitorial service for all aisles, streets, roads and areas used by the public, but Renter must, at Renter's own expense, keep the Premises and adjacent areas properly arranged and clean. All booths must be clean, all coverings removed, and the booth ready for business each day at least fifteen (15) minutes before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must be not be swept into the aisles or streets or any public areas.
17. 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 if written permission has been granted by Association.
18. Renter may market Renter's non-profit business and must provide some type of Association patron interaction. Interaction may be a game, activity or other Association approved interaction, that is

entertaining and educational to the patron. Renter agrees that there will be no games, gambling or 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.

19. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
20. Association may provide watchman service, which will provide for reasonable protection of the property of Renter; however, Association shall not be responsible for loss or damage to the property of Renter.
21. 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 earlier termination of this Agreement.
22. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
23. All safety orders of the State of California's Division of Occupational Safety and Health, Department of Industrial Relations must be strictly observed.
24. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
25. 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 thirty (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.
26. 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 an officer, employee or agent of Association.
27. 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 insure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
28. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

29. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon either of the Parties.

30. 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.

31. Renter shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement and incorporated by these references:

- a. Exhibit A: Insurance Requirements
- b. Exhibit B: Workers' Compensation Exempt Statement
- c. Exhibit C: Preventing Storm Water Pollution

32. 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.

San Diego Children's Choir
402 W. Broadway, Suite 1240
San Diego, California 92101

22nd District Agriculture Association
2260 Jimmy Durante Boulevard
Del Mar, California 92014

Signature

Signature

Michele Tondreau West, Operations Director
Printed Name, Title

Katie Mueller, Chief Operations Officer
Printed Name, Title

Date

Date

Email: mtondreau@sdccchoir.org
Phone: (858) 587-1087
Account #: 490100-60

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-1248

GL ACCOUNT NUMBER

515-100-60

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTOR NAME

The East County Art Association

2. The term of this Agreement is:

START DATE

05/12/2026

THROUGH END DATE

05/13/2026

3. The maximum amount of this Agreement is:

\$240.00 Two Hundred Forty Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits | Title | Pages |
|-----------|--|---------|
| Exhibit A | Scope of Work | 1 |
| Exhibit B | Budget Detail and Payment Provisions | 2 – 3 |
| Exhibit C | General Terms and Conditions (GTC 02/2025) | 4 – 8 |
| Exhibit D | Contractor Certification Clauses (CCC 04/2017) | 9 – 12 |
| Exhibit E | Special Terms & Conditions | 13 – 17 |
| Exhibit F | Insurance Requirements | 18 – 21 |
| Exhibit G | Preventing Storm Water Pollution | 22 |

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

The East County Art Association

CONTRACTOR BUSINESS ADDRESS

124 E. Main Street

CITY

El Cajon

STATE

CA

ZIP

92020

PRINTED NAME OF PERSON SIGNING

Linda Baltodano

TITLE

President

CONTRACTOR AUTHORIZED SIGNATURE



Linda Baltodano (May 10, 2026 22:15:37 PDT)

DATE SIGNED

05/10/2026

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Katie Mueller

TITLE

Chief Operations Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE



Katie Mueller (May 11, 2026 10:35:03 PDT)

DATE SIGNED

05/11/2026

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051.a.1

**EXHIBIT A
SCOPE OF WORK**

I. SERVICES OVERVIEW

- A. The East County Art Association, hereinafter referred to as Contractor, agrees to provide to the 22nd District Agricultural Association, hereinafter referred to as District, with services as described herein.
- B. Contractor shall provide volunteer labor services for the 2026 San Diego County Fair (SDCF).
- C. The project representatives during the term of this Agreement will be:

| District | | Contractor | |
|-----------------|--|-------------------|--|
| Name: | Judith Toepel, Manager, Agriculture & Education | Name: | Linda Baltodano, President |
| Address: | 2260 Jimmy Durante Boulevard Del Mar, California 92014 | Address: | 124 E. Main Street El Cajon, California 92020 |
| Phone: | (858) 308-2216 | Phone: | (619) 499-7758 |
| Email: | jtoepel@sdfair.com | Email: | ecaa@eastcountyart.org |

Parties may change their Project Representative upon providing ten (10) business days' written notice to the other party. Said changes shall not require an Amendment to this Agreement.

II. WORK TO BE PERFORMED BY CONTRACTOR

- A. Contractor shall provide volunteer labor services, for the Fine Art exhibit, in preparation of the 2026 SDCF.
- B. Contractor shall provide volunteer labor on dates and times designated by the District, as follows:
 - 1. May 12, 2026 – 9:30 a.m. to 4:00 p.m.: Volunteers to move artwork to appropriate areas for judging and presentation.
 - 2. May 13, 2026 – 9:30 a.m. to 4:00 p.m.: Volunteers to move artwork to appropriate areas for judging and presentation.
- C. Contractor's volunteers shall be instructed to report to the Fine Art exhibit, located in East Grandstand, and check-in with Sarah Bricke, Fine Art Assistant Coordinator.

III. DISTRICT RESPONSIBILITIES

- A. District shall provide one (1) SDCF admission ticket per volunteer per day of service.
- B. District shall provide necessary equipment to perform each task.

FORM F-31
Revised 8/19

**FAIRTIME AND INTERIM EVENT
 RENTAL AGREEMENT**

THIS RENTAL AGREEMENT (“Agreement”) is by and between the 22nd District Agricultural Association, (“Association”), commonly known as the San Diego County Fair, (“Fairgrounds”), and University of California San Diego, (“Renter”). Association and Renter may be referred to individually as “Party” or collectively as “Parties.”

1. Association hereby grants to the Renter the right to occupy the space known as Community Corner located on the Fairgrounds at 2260 Jimmy Durante Boulevard, Del Mar, California 92014, (“Premises”) for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.
2. The terms of this Agreement begin on June 24, 2026 and end on June 28, 2026. Renter shall ensure booth is open to the public from 11:00 a.m. to 7:00 p.m. daily. 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 the Renter took possession.
3. The purposes of the occupancy shall be limited to educating the public and raising awareness regarding the need for organ and tissue donors, and shall be for no other purpose whatsoever.
4. Association shall provide Renter the following for the purposes of occupancy: 10-foot x 10-foot festival tent booth, one (1) 8-foot table with table cover, two (2) chairs, Exhibit Access Passes, and free parking on days the booth is staffed.
5. Renter shall pay \$125.00 for the items and services provided in Provision 4.
6. Renter acknowledges that the Association’s Fairgrounds may be required at any time to open as an evacuation center, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter’s use, 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.
7. Association shall have the right to access Premises at any time, with or without notice to Renter.
8. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any workers’ compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
9. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.



10. No Renter will be allowed to open until compliance with all preliminary requirements set forth herein have been satisfied.
11. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises, for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
12. All temporary tents or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without written pre-approval of the Association, and only if removal of the fixture may be affected without injury to the Premises.
13. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc. prior to event.
14. 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 right 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the carnival or the carnival area.
15. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
16. Association will furnish necessary janitorial service for all aisles, streets, roads and areas used by the public, but Renter must, at Renter's own expense, keep the Premises and adjacent areas properly arranged and clean. All booths must be clean, all coverings removed, and the booth ready for business each day at least fifteen (15) minutes before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
17. 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 if written permission has been granted by Association.
18. Renter may market Renter's non-profit business and must provide some type of Association patron interaction. Interaction may be a game, activity or other Association approved interaction, that is entertaining and educational to the patron. Renter agrees that there will be no games, gambling or



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.

19. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
20. Association may provide watchman service, which will provide for reasonable protection of the property of Renter; however, Association shall not be responsible for loss or damage to the property of Renter.
21. 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 earlier termination of this Agreement.
22. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
23. All safety orders of the State of California's Division of Occupational Safety and Health, Department of Industrial Relations must be strictly observed.
24. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
25. 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 thirty (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.
26. 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 an officer, employee or agent of Association.
27. 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 insure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
28. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
29. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understandings



or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon either of the Parties.

30. 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.

31. Renter shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement and incorporated by these references:

- a. Exhibit A: Insurance Requirements
- b. Exhibit B: Workers' Compensation Exempt Statement
- c. Exhibit C: Preventing Storm Water Pollution

32. 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.

University of California San Diego
7436 Mission Valley Road
San Diego, California 92108



Jeffrey Trageser (May 9, 2026 15:10:14 PDT)

Signature

Jeff Trageser, Executive Director

Printed Name, Title

05/09/2026

Date

22nd District Agriculture Association
2260 Jimmy Durante Boulevard
Del Mar, California 92014



Rebecca Bartling (May 14, 2026 08:04:14 PDT)

Signature

Rebecca Bartling, Chief Executive Officer

Printed Name, Title

05/14/2026

Date

Email: jtrageser@health.ucsd.edu
Phone: (619) 543-7225
Account #: 490100-60



FORM F-31
Revised 8/19

**FAIRTIME AND INTERIM EVENT
 RENTAL AGREEMENT**

THIS RENTAL AGREEMENT (“Agreement”) is by and between the 22nd District Agricultural Association, (“Association”), commonly known as the San Diego County Fair, (“Fairgrounds”), and Girlie Garage LLC, (“Renter”). Association and Renter may collectively be referred to individually as “Party” or collectively as “Parties.”

1. Association hereby grants to the Renter the right to occupy the space known as Community Corner located on the Fairgrounds at 2260 Jimmy Durante Boulevard, Del Mar, California 92014, (“Premises”) for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.
2. The terms of this Agreement begin on June 10, 2026 and end on June 14, 2026. Renter shall ensure booth is open to the public from 11:00 a.m. to 7:00 p.m. daily. 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 the Renter took possession.
3. The purposes of the occupancy shall be limited to providing hands-on automotive education and interactive activities, and shall be for no other purpose whatsoever.
4. Association shall provide Renter the following for the purposes of occupancy: 20-foot x 20-foot shade canopy over turf, one (1) 8-foot table with table cover, two (2) chairs, Exhibit Access Passes, and free parking on days the booth is staffed.
5. Renter shall pay \$125.00 for the items and services provided in Provision 4.
6. Renter acknowledges that the Association’s Fairgrounds may be required at any time to open as an evacuation center, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter’s use, 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.
7. Association shall have the right to access Premises at any time, with or without notice to Renter.
8. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any workers’ compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
9. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.



10. No Renter will be allowed to open until compliance with all preliminary requirements set forth herein have been satisfied.
11. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises, for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
12. All temporary tents or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without written pre-approval of the Association, and only if removal of the fixture may be affected without injury to the Premises.
13. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc. prior to event.
14. 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 right 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the carnival or the carnival area.
15. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
16. Association will furnish necessary janitorial service for all aisles, streets, roads and areas used by the public, but Renter must, at Renter's own expense, keep the Premises and adjacent areas properly arranged and clean. All booths must be clean, all coverings removed, and the booth ready for business each day at least fifteen (15) minutes before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
17. 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 if written permission has been granted by Association.
18. Renter may market Renter's non-profit business and must provide some type of Association patron interaction. Interaction may be a game, activity or other Association approved interaction, that is entertaining and educational to the patron. Renter agrees that there will be no games, gambling or

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.

19. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
20. Association may provide watchman service, which will provide for reasonable protection of the property of Renter; however, Association shall not be responsible for loss or damage to the property of Renter.
21. 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 earlier termination of this Agreement.
22. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
23. All safety orders of the State of California’s Division of Occupational Safety and Health, Department of Industrial Relations must be strictly observed.
24. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
25. 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 thirty (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.
26. 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 an officer, employee or agent of Association.
27. 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 insure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
28. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
29. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understandings

or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon either of the Parties.

30. 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.

31. Renter shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement and incorporated by these references:

- a. Exhibit A: Insurance Requirements
- b. Exhibit B: Workers' Compensation Exempt Statement
- c. Exhibit C: Preventing Storm Water Pollution

32. 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.

Girlye Garage LLC
P.O. Box 91448
San Diego, California 92169

Talena Handley
Talena Handley (May 11, 2026 14:14:07 PDT)

Signature

Talena Handley, Founder & Chief Executive Officer
Printed Name, Title

05/11/2026

Date

22nd District Agriculture Association
2260 Jimmy Durante Boulevard
Del Mar, California 92014

Katie Mueller
Katie Mueller (May 11, 2026 16:50:16 PDT)

Signature

Katie Mueller, Chief Operations Officer
Printed Name, Title

05/11/2026

Date

Email: info@girlyegarage.com
Phone: (619) 432-5348
Account #: 490100-60

FORM F-31
Revised 8/19

**FAIRTIME AND INTERIM EVENT
 RENTAL AGREEMENT**

THIS RENTAL AGREEMENT (“Agreement”) is by and between the 22nd District Agricultural Association, (“Association”), commonly known as the San Diego County Fair, (“Fairgrounds”), and Feeding San Diego, (“Renter”). Association and Renter may collectively be referred to individually as “Party” or collectively as “Parties.”

1. Association hereby grants to the Renter the right to occupy the space known as Community Corner located on the Fairgrounds at 2260 Jimmy Durante Boulevard, Del Mar, California 92014, (“Premises”) for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.
2. The terms of this Agreement begin on June 17, 2026 and end on June 17, 2026. Renter shall ensure booth is open to the public from 11:00 a.m. to 7:00 p.m. daily. 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 the Renter took possession.
3. The purposes of the occupancy shall be limited to educational activities regarding free food resources, volunteer recruitment, distribution of giveaways, and interactive programming, and shall be for no other purpose whatsoever.
4. Association shall provide Renter the following for the purposes of occupancy: 10-foot x 10-foot festival tent booth, one (1) 8-foot table with table cover, two (2) chairs, Exhibit Access Passes, and free parking on days the booth is staffed.
5. Renter shall pay \$30.00 for the items and services provided in Provision 4.
6. Renter acknowledges that the Association’s Fairgrounds may be required at any time to open as an evacuation center, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter’s use, 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.
7. Association shall have the right to access Premises at any time, with or without notice to Renter.
8. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any workers’ compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
9. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.



10. No Renter will be allowed to open until compliance with all preliminary requirements set forth herein have been satisfied.
11. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises, for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
12. All temporary tents or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without written pre-approval of the Association, and only if removal of the fixture may be affected without injury to the Premises.
13. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc. prior to event.
14. 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 right 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the carnival or the carnival area.
15. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
16. Association will furnish necessary janitorial service for all aisles, streets, roads and areas used by the public, but Renter must, at Renter's own expense, keep the Premises and adjacent areas properly arranged and clean. All booths must be clean, all coverings removed, and the booth ready for business each day at least fifteen (15) minutes before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
17. 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 if written permission has been granted by Association.
18. Renter may market Renter's non-profit business and must provide some type of Association patron interaction. Interaction may be a game, activity or other Association approved interaction, that is entertaining and educational to the patron. Renter agrees that there will be no games, gambling or

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.

19. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
20. Association may provide watchman service, which will provide for reasonable protection of the property of Renter; however, Association shall not be responsible for loss or damage to the property of Renter.
21. 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 earlier termination of this Agreement.
22. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
23. All safety orders of the State of California’s Division of Occupational Safety and Health, Department of Industrial Relations must be strictly observed.
24. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
25. 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 thirty (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.
26. 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 an officer, employee or agent of Association.
27. 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 insure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
28. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
29. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understandings



or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon either of the Parties.

30. 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.

31. Renter shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement and incorporated by these references:

- a. Exhibit A: Insurance Requirements
- b. Exhibit B: Workers' Compensation Exempt Statement
- c. Exhibit C: Preventing Storm Water Pollution

32. 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.

Feeding San Diego
9477 Waples Street
San Diego, California 92121

Jasmin Ross

Signature

Jasmin Ross, Community Outreach & Partnerships Manager
Printed Name, Title

05/07/2026

Date

22nd District Agriculture Association
2260 Jimmy Durante Boulevard
Del Mar, California 92014

Katie Mueller
Katie Mueller (May 7, 2026 18:12:24 PDT)

Signature

Katie Mueller, Chief Operations Officer
Printed Name, Title

05/07/2026

Date

Email: jross@feedingsandiego.org
Phone: (858) 283-8982
Account #: 490100-60

FORM F-31
Revised 8/19

FAIRTIME AND INTERIM EVENT
RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the 22nd District Agricultural Association, ("Association"), commonly known as the San Diego County Fair, ("Fairgrounds"), and Garden 31 Community Initiative Inc., ("Renter"). Association and Renter may collectively be referred to individually as "Party" or collectively as "Parties."

1. Association hereby grants to the Renter the right to occupy the space known as Community Corner located on the Fairgrounds at 2260 Jimmy Durante Boulevard, Del Mar, California 92014, ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.
2. The terms of this Agreement begin on June 26, 2026 and end on June 26, 2026. Renter shall ensure booth is open to the public from 11:00 a.m. to 7:00 p.m. daily. 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 the Renter took possession.
3. The purposes of the occupancy shall be limited to activities related to raising awareness of food insecurity in San Diego, promoting the organization, and conducting interactive games, and shall be for no other purpose whatsoever.
4. Association shall provide Renter the following for the purposes of occupancy: 10-foot x 10-foot festival tent booth, one (1) 8-foot table with table cover, two (2) chairs, Exhibit Access Passes, and free parking on days the booth is staffed.
5. Renter shall pay \$30.00 for the items and services provided in Provision 4.
6. Renter acknowledges that the Association's Fairgrounds may be required at any time to open as an evacuation center, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter's use, 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.
7. Association shall have the right to access Premises at any time, with or without notice to Renter.
8. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any workers' compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
9. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

10. No Renter will be allowed to open until compliance with all preliminary requirements set forth herein have been satisfied.
11. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises, for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
12. All temporary tents or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without written pre-approval of the Association, and only if removal of the fixture may be affected without injury to the Premises.
13. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc. prior to event.
14. 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 right 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the carnival or the carnival area.
15. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
16. Association will furnish necessary janitorial service for all aisles, streets, roads and areas used by the public, but Renter must, at Renter's own expense, keep the Premises and adjacent areas properly arranged and clean. All booths must be clean, all coverings removed, and the booth ready for business each day at least fifteen (15) minutes before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
17. 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 if written permission has been granted by Association.
18. Renter may market Renter's non-profit business and must provide some type of Association patron interaction. Interaction may be a game, activity or other Association approved interaction, that is entertaining and educational to the patron. Renter agrees that there will be no games, gambling or

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.

19. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
20. Association may provide watchman service, which will provide for reasonable protection of the property of Renter; however, Association shall not be responsible for loss or damage to the property of Renter.
21. 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 earlier termination of this Agreement.
22. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
23. All safety orders of the State of California’s Division of Occupational Safety and Health, Department of Industrial Relations must be strictly observed.
24. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
25. 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 thirty (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.
26. 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 an officer, employee or agent of Association.
27. 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 insure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
28. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
29. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understandings

or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon either of the Parties.

30. 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.


31. Renter shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement and incorporated by these references:

- a. Exhibit A: Insurance Requirements
- b. Exhibit B: Workers' Compensation Exempt Statement
- c. Exhibit C: Preventing Storm Water Pollution

32. 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.


Garden 31 Community Initiative Inc.
970 W. Valley Parkway, Unit 143
Escondido, California 92025


Jasmine Metz (May 8, 2026 18:52:56 PDT)
Signature

Jasmine Metz, Public Relations
Printed Name, Title

05/08/2026
Date

22nd District Agriculture Association
2260 Jimmy Durante Boulevard
Del Mar, California 92014


Katie Mueller (May 8, 2026 23:23:31 PDT)
Signature

Katie Mueller, Chief Operations Officer
Printed Name, Title

05/08/2026
Date

Email: jasminem@garden31.org
Phone: (951) 204-3348
Account #: 490100-60

FORM F-31
Revised 8/19

FAIRTIME AND INTERIM EVENT
RENTAL AGREEMENT

THIS RENTAL AGREEMENT (“Agreement”) is by and between the 22nd District Agricultural Association, (“Association”), commonly known as the San Diego County Fair, (“Fairgrounds”), and Mainly Mozart, Inc., (“Renter”). Association and Renter may collectively be referred to individually as “Party” or collectively as “Parties.”

1. Association hereby grants to the Renter the right to occupy the space known as Community Corner located on the Fairgrounds at 2260 Jimmy Durante Boulevard, Del Mar, California 92014, (“Premises”) for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.
2. The terms of this Agreement begin on June 10, 2026 and end on June 14, 2026. Renter shall ensure booth is open to the public from 11:00 a.m. to 7:00 p.m. daily. 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 the Renter took possession.
3. The purposes of the occupancy shall be limited to promotion of the Mainly Mozart All-Star Orchestra Festival, including distribution of informational materials, musician appearances, giveaways, and interactive activities such as an instrument petting zoo, and shall be for no other purpose whatsoever.
4. Association shall provide Renter the following for the purposes of occupancy: 10-foot x 10-foot festival tent booth, one (1) 8-foot table with table cover, two (2) chairs, Exhibit Access Passes, and free parking on days the booth is staffed.
5. Renter shall pay \$125.00 for the items and services provided in Provision 4.
6. Renter acknowledges that the Association’s Fairgrounds may be required at any time to open as an evacuation center, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter’s use, 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.
7. Association shall have the right to access Premises at any time, with or without notice to Renter.
8. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any workers’ compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
9. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.



10. No Renter will be allowed to open until compliance with all preliminary requirements set forth herein have been satisfied.
11. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises, for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
12. All temporary tents or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without written pre-approval of the Association, and only if removal of the fixture may be affected without injury to the Premises.
13. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc. prior to event.
14. 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 right 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the carnival or the carnival area.
15. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
16. Association will furnish necessary janitorial service for all aisles, streets, roads and areas used by the public, but Renter must, at Renter's own expense, keep the Premises and adjacent areas properly arranged and clean. All booths must be clean, all coverings removed, and the booth ready for business each day at least fifteen (15) minutes before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
17. 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 if written permission has been granted by Association.
18. Renter may market Renter's non-profit business and must provide some type of Association patron interaction. Interaction may be a game, activity or other Association approved interaction, that is entertaining and educational to the patron. Renter agrees that there will be no games, gambling or



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.

19. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
20. Association may provide watchman service, which will provide for reasonable protection of the property of Renter; however, Association shall not be responsible for loss or damage to the property of Renter.
21. 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 earlier termination of this Agreement.
22. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
23. All safety orders of the State of California’s Division of Occupational Safety and Health, Department of Industrial Relations must be strictly observed.
24. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
25. 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 thirty (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.
26. 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 an officer, employee or agent of Association.
27. 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 insure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
28. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
29. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understandings

or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon either of the Parties.

30. 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.

31. Renter shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement and incorporated by these references:

- a. Exhibit A: Insurance Requirements
- b. Exhibit B: Workers' Compensation Exempt Statement
- c. Exhibit C: Preventing Storm Water Pollution

32. 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.

Mainly Mozart, Inc.
404 Euclid Avenue, Unit 301
San Diego, California 92114

Mark Laturno
Mark Laturno (May 22, 2026 14:29:46 PDT)
Signature

Mark Laturno, Marketing Director
Printed Name, Title

05/22/2026
Date

22nd District Agriculture Association
2260 Jimmy Durante Boulevard
Del Mar, California 92014

Katie Mueller
Katie Mueller (May 22, 2026 14:33:55 PDT)
Signature

Katie Mueller, Chief Operations Officer
Printed Name, Title

05/22/2026
Date

Email: mark@mainlymozart.org
Phone: (619) 239-0100
Account #: 490100-60

FORM F-31
Revised 8/19

FAIRTIME AND INTERIM EVENT
RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the 22nd District Agricultural Association, ("Association"), commonly known as the San Diego County Fair, ("Fairgrounds"), and Tree San Diego, ("Renter"). Association and Renter may collectively be referred to individually as "Party" or collectively as "Parties."

1. Association hereby grants to the Renter the right to occupy the space known as Community Corner located on the Fairgrounds at 2260 Jimmy Durante Boulevard, Del Mar, California 92014, ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.
2. The terms of this Agreement begin on June 19, 2026 and end on June 27, 2026, for five (5) days only. Renter shall ensure booth is open to the public from 11:00 a.m. to 7:00 p.m. daily. 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 the Renter took possession.
3. The purposes of the occupancy shall be limited to urban tree education and volunteer recruitment, and shall be for no other purpose whatsoever.
4. Association shall provide Renter the following for the purposes of occupancy: 10-foot x 10-foot festival tent booth, one (1) 8-foot table with table cover, two (2) chairs, Exhibit Access Passes, and free parking on days the booth is staffed.
5. Renter shall pay \$125.00 for the items and services provided in Provision 4.
6. Renter acknowledges that the Association's Fairgrounds may be required at any time to open as an evacuation center, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter's use, 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.
7. Association shall have the right to access Premises at any time, with or without notice to Renter.
8. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any workers' compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
9. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

10. No Renter will be allowed to open until compliance with all preliminary requirements set forth herein have been satisfied.
11. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises, for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
12. All temporary tents or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without written pre-approval of the Association, and only if removal of the fixture may be affected without injury to the Premises.
13. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc. prior to event.
14. 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 right 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the carnival or the carnival area.
15. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
16. Association will furnish necessary janitorial service for all aisles, streets, roads and areas used by the public, but Renter must, at Renter's own expense, keep the Premises and adjacent areas properly arranged and clean. All booths must be clean, all coverings removed, and the booth ready for business each day at least fifteen (15) minutes before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
17. 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 if written permission has been granted by Association.
18. Renter may market Renter's non-profit business and must provide some type of Association patron interaction. Interaction may be a game, activity or other Association approved interaction, that is entertaining and educational to the patron. Renter agrees that there will be no games, gambling or

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.

19. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
20. Association may provide watchman service, which will provide for reasonable protection of the property of Renter; however, Association shall not be responsible for loss or damage to the property of Renter.
21. 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 earlier termination of this Agreement.
22. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
23. All safety orders of the State of California's Division of Occupational Safety and Health, Department of Industrial Relations must be strictly observed.
24. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
25. 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 thirty (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.
26. 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 an officer, employee or agent of Association.
27. 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 insure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
28. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
29. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understandings

or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon either of the Parties.

30. 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.

31. Renter shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement and incorporated by these references:

- a. Exhibit A: Insurance Requirements
- b. Exhibit B: Workers' Compensation Exempt Statement
- c. Exhibit C: Preventing Storm Water Pollution

32. 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.

Tree San Diego
P.O. Box 6324
San Diego, California 92166

Mandy Conry
Mandy Conry (May 7, 2026 15:26:16 PDT)
Signature

Mandy Conry, Project Manager
Printed Name, Title

05/07/2026
Date

22nd District Agriculture Association
2260 Jimmy Durante Boulevard
Del Mar, California 92014

Katie Mueller
Katie Mueller (May 7, 2026 15:53:36 PDT)
Signature

Katie Mueller, Chief Operations Officer
Printed Name, Title

05/07/2026
Date

Email: info@treesandiego.org
Phone: (858) 210-6451
Account #: 490100-60

FORM F-31
Revised 8/19

FAIRTIME AND INTERIM EVENT
RENTAL AGREEMENT

THIS RENTAL AGREEMENT (“Agreement”) is by and between the 22nd District Agricultural Association, (“Association”), commonly known as the San Diego County Fair, (“Fairgrounds”), and Living Coast Discovery Center, (“Renter”). Association and Renter may be referred to individually as “Party” or collectively as “Parties.”

1. Association hereby grants to the Renter the right to occupy the space known as Community Corner located on the Fairgrounds at 2260 Jimmy Durante Boulevard, Del Mar, California 92014, (“Premises”) for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.
2. The terms of this Agreement begin on June 20, 2026 and end on June 21, 2026. Renter shall ensure booth is open to the public from 11:00 a.m. to 7:00 p.m. daily. 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 the Renter took possession.
3. The purposes of the occupancy shall be limited to community outreach and educational engagement, including promoting programs, recruiting volunteers, fostering partnerships and offering interactive activities with animal ambassadors and admission incentives, and shall be for no other purpose whatsoever.
4. Association shall provide Renter the following for the purposes of occupancy: 10-foot x 10-foot festival tent booth, one (1) 8-foot table with table cover, two (2) chairs, Exhibit Access Passes, and free parking on days the booth is staffed.
5. Renter shall pay \$60.00 for the items and services provided in Provision 4.
6. Renter acknowledges that the Association’s Fairgrounds may be required at any time to open as an evacuation center, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter’s use, 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.
7. Association shall have the right to access Premises at any time, with or without notice to Renter.
8. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any workers’ compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
9. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.



10. No Renter will be allowed to open until compliance with all preliminary requirements set forth herein have been satisfied.
11. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises, for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
12. All temporary tents or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without written pre-approval of the Association, and only if removal of the fixture may be affected without injury to the Premises.
13. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc. prior to event.
14. 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 right 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the carnival or the carnival area.
15. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
16. Association will furnish necessary janitorial service for all aisles, streets, roads and areas used by the public, but Renter must, at Renter's own expense, keep the Premises and adjacent areas properly arranged and clean. All booths must be clean, all coverings removed, and the booth ready for business each day at least fifteen (15) minutes before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must be not be swept into the aisles or streets or any public areas.
17. 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 if written permission has been granted by Association.
18. Renter may market Renter's non-profit business and must provide some type of Association patron interaction. Interaction may be a game, activity or other Association approved interaction, that is

entertaining and educational to the patron. Renter agrees that there will be no games, gambling or 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.

19. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
20. Association may provide watchman service, which will provide for reasonable protection of the property of Renter; however, Association shall not be responsible for loss or damage to the property of Renter.
21. 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 earlier termination of this Agreement.
22. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
23. All safety orders of the State of California's Division of Occupational Safety and Health, Department of Industrial Relations must be strictly observed.
24. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
25. 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 thirty (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.
26. 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 an officer, employee or agent of Association.
27. 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 insure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
28. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.



29. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon either of the Parties.

30. 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.

31. Renter shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement and incorporated by these references:

- a. Exhibit A: Insurance Requirements
- b. Exhibit B: Workers' Compensation Exempt Statement
- c. Exhibit C: Preventing Storm Water Pollution

32. 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.

Living Coast Discovery Center
1000 Gunpowder Point Drive
Chula Vista, California 91910

Jameson Masias
Jameson Masias (May 10, 2026 13:12:07 PDT)

Signature

Jameson Masias, Community Programs Specialist
Printed Name, Title

05/10/2026

Date

22nd District Agriculture Association
2260 Jimmy Durante Boulevard
Del Mar, California 92014

Rebecca Bartling
Rebecca Bartling (May 14, 2026 08:53:05 PDT)

Signature

Rebecca Bartling, Chief Executive Officer
Printed Name, Title

05/14/2026

Date

Email: jmasias@thelivingcoast.org
Phone: (619) 409-5909
Account #: 490100-60

FORM F-31
Revised 8/19

FAIRTIME AND INTERIM EVENT
RENTAL AGREEMENT

THIS RENTAL AGREEMENT (“Agreement”) is by and between the 22nd District Agricultural Association, (“Association”), commonly known as the San Diego County Fair, (“Fairgrounds”), and Port of San Diego Harbor Police, (“Renter”). Association and Renter may be referred to individually as “Party” or collectively as “Parties.”

1. Association hereby grants to the Renter the right to occupy the space known as Community Corner located on the Fairgrounds at 2260 Jimmy Durante Boulevard, Del Mar, California 92014, (“Premises”) for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.
2. The terms of this Agreement begin on June 10, 2026 and end on July 2, 2026 for six (6) days only. Renter shall ensure booth is open to the public from 11:00 a.m. to 7:00 p.m. daily. 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 the Renter took possession.
3. The purposes of the occupancy shall be limited to public outreach, including recruiting personnel, educating the public on maritime laws and enforcement, answering questions, and building relationships, and shall be for no other purpose whatsoever.
4. Association shall provide Renter the following for the purposes of occupancy: 10-foot x 10-foot festival tent booth, one (1) 8-foot table with table cover, two (2) chairs, Exhibit Access Passes, and free parking on days the booth is staffed.
5. Renter shall pay \$140.00 for the items and services provided in Provision 4.
6. Renter acknowledges that the Association’s Fairgrounds may be required at any time to open as an evacuation center, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter’s use, 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.
7. Association shall have the right to access Premises at any time, with or without notice to Renter.
8. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any workers’ compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
9. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

10. No Renter will be allowed to open until compliance with all preliminary requirements set forth herein have been satisfied.
11. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises, for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
12. All temporary tents or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without written pre-approval of the Association, and only if removal of the fixture may be affected without injury to the Premises.
13. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc. prior to event.
14. 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 right 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the carnival or the carnival area.
15. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
16. Association will furnish necessary janitorial service for all aisles, streets, roads and areas used by the public, but Renter must, at Renter's own expense, keep the Premises and adjacent areas properly arranged and clean. All booths must be clean, all coverings removed, and the booth ready for business each day at least fifteen (15) minutes before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
17. 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 if written permission has been granted by Association.
18. Renter may market Renter's non-profit business and must provide some type of Association patron interaction. Interaction may be a game, activity or other Association approved interaction, that is entertaining and educational to the patron. Renter agrees that there will be no games, gambling or

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.

19. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
20. Association may provide watchman service, which will provide for reasonable protection of the property of Renter; however, Association shall not be responsible for loss or damage to the property of Renter.
21. 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 earlier termination of this Agreement.
22. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
23. All safety orders of the State of California's Division of Occupational Safety and Health, Department of Industrial Relations must be strictly observed.
24. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
25. 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 thirty (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.
26. 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 an officer, employee or agent of Association.
27. 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 insure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
28. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
29. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understandings

or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon either of the Parties.

30. 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.

31. Renter shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement and incorporated by these references:

- a. Exhibit A: Insurance Requirements
- b. Exhibit B: Workers' Compensation Exempt Statement
- c. Exhibit C: Preventing Storm Water Pollution

32. 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.

Port of San Diego Harbor Police
3380 North Harbor Drive
San Diego, California 92101

22nd District Agriculture Association
2260 Jimmy Durante Boulevard
Del Mar, California 92014

Signature

Signature

Danny Madara, Recruiting Officer
Printed Name, Title

Rebecca Bartling, Chief Executive Officer
Printed Name, Title

Date

Date

Email: dmadara@portofsandiego.org
Phone: (619) 455-4473
Account #: 490100-60

FORM F-31
Revised 8/19

FAIRTIME AND INTERIM EVENT
RENTAL AGREEMENT

THIS RENTAL AGREEMENT (“Agreement”) is by and between the 22nd District Agricultural Association, (“Association”), commonly known as the San Diego County Fair, (“Fairgrounds”), and The Ogilvy Group, LLC, (“Renter”). Association and Renter may be referred to individually as “Party” or collectively as “Parties.”

1. Association hereby grants to the Renter the right to occupy the space known as Community Corner located on the Fairgrounds at 2260 Jimmy Durante Boulevard, Del Mar, California 92014, (“Premises”) for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.
2. The terms of this Agreement begin on June 10, 2026 and end on June 14, 2026. Renter shall ensure booth is open to the public from 11:00 a.m. to 7:00 p.m. daily. 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 the Renter took possession.
3. The purposes of the occupancy shall be limited to increase awareness of higher education opportunities and ways to access opportunities, and shall be for no other purpose whatsoever.
4. Association shall provide Renter the following for the purposes of occupancy: 10-foot x 10-foot festival tent booth, one (1) 8-foot table with table cover, two (2) chairs, Exhibit Access Passes, and free parking on days the booth is staffed.
5. Renter shall pay \$125.00 for the items and services provided in Provision 4.
6. Renter acknowledges that the Association’s Fairgrounds may be required at any time to open as an evacuation center, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter’s use, 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.
7. Association shall have the right to access Premises at any time, with or without notice to Renter.
8. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any workers’ compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
9. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.



10. No Renter will be allowed to open until compliance with all preliminary requirements set forth herein have been satisfied.
11. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises, for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
12. All temporary tents or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without written pre-approval of the Association, and only if removal of the fixture may be affected without injury to the Premises.
13. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc. prior to event.
14. 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 right 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the carnival or the carnival area.
15. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
16. Association will furnish necessary janitorial service for all aisles, streets, roads and areas used by the public, but Renter must, at Renter's own expense, keep the Premises and adjacent areas properly arranged and clean. All booths must be clean, all coverings removed, and the booth ready for business each day at least fifteen (15) minutes before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
17. 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 if written permission has been granted by Association.
18. Renter may market Renter's non-profit business and must provide some type of Association patron interaction. Interaction may be a game, activity or other Association approved interaction, that is entertaining and educational to the patron. Renter agrees that there will be no games, gambling or

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.

19. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
20. Association may provide watchman service, which will provide for reasonable protection of the property of Renter; however, Association shall not be responsible for loss or damage to the property of Renter.
21. 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 earlier termination of this Agreement.
22. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
23. All safety orders of the State of California's Division of Occupational Safety and Health, Department of Industrial Relations must be strictly observed.
24. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
25. 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 thirty (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.
26. 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 an officer, employee or agent of Association.
27. 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 insure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
28. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
29. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understandings



or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon either of the Parties.

30. 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.

31. Renter shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement and incorporated by these references:

- a. Exhibit A: Insurance Requirements
- b. Exhibit B: Workers' Compensation Exempt Statement
- c. Exhibit C: Preventing Storm Water Pollution

32. 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 Ogilvy Group, LLC
1102 Q Street, 6th Floor
Sacramento, California 95811

Kelly McMullin
Kelly McMullin (May 8, 2026 15:54:39 EDT)
Signature

Kelly McMullin, Finance Director
Printed Name, Title

05/08/2026
Date

22nd District Agriculture Association
2260 Jimmy Durante Boulevard
Del Mar, California 92014

Rebecca Bartling
Rebecca Bartling (May 14, 2026 08:07:33 PDT)
Signature

Becky Bartling, Chief Executive Officer
Printed Name, Title

05/14/2026
Date

Email: ICan@Ogilvy.com
Phone: (619) 396-0355
Account #: 490100-60

FORM F-31
Revised 8/19

**FAIRTIME AND INTERIM EVENT
 RENTAL AGREEMENT**

THIS RENTAL AGREEMENT (“Agreement”) is by and between the 22nd District Agricultural Association, (“Association”), commonly known as the San Diego County Fair, (“Fairgrounds”), and Baja Paws Rescue, (“Renter”). Association and Renter may be referred to individually as “Party” or collectively as “Parties.”

1. Association hereby grants to the Renter the right to occupy the space known as Community Corner located on the Fairgrounds at 2260 Jimmy Durante Boulevard, Del Mar, California 92014, (“Premises”) for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.
2. The terms of this Agreement begin on June 10, 2026 and end on July 5, 2026. Renter shall ensure booth is open to the public from 11:00 a.m. to 7:00 p.m. daily. 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 the Renter took possession.
3. The purposes of the occupancy shall be limited to support animal adoption, fostering, and community awareness initiatives aimed at improving animal welfare, and shall be for no other purpose whatsoever.
4. Association shall provide Renter the following for the purposes of occupancy: 20-foot x 20-foot shade canopy over turf booth, one (1) 8-foot table with table cover, two (2) chairs, Exhibit Access Passes, and free parking on days the booth is staffed.
5. Renter shall pay \$275.00 for the items and services provided in Provision 4.
6. Renter acknowledges that the Association’s Fairgrounds may be required at any time to open as an evacuation center, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter’s use, 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.
7. Association shall have the right to access Premises at any time, with or without notice to Renter.
8. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any workers’ compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
9. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.



10. No Renter will be allowed to open until compliance with all preliminary requirements set forth herein have been satisfied.
11. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises, for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
12. All temporary tents or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without written pre-approval of the Association, and only if removal of the fixture may be affected without injury to the Premises.
13. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc. prior to event.
14. 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 right 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the carnival or the carnival area.
15. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
16. Association will furnish necessary janitorial service for all aisles, streets, roads and areas used by the public, but Renter must, at Renter's own expense, keep the Premises and adjacent areas properly arranged and clean. All booths must be clean, all coverings removed, and the booth ready for business each day at least fifteen (15) minutes before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
17. 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 if written permission has been granted by Association.
18. Renter may market Renter's non-profit business and must provide some type of Association patron interaction. Interaction may be a game, activity or other Association approved interaction, that is entertaining and educational to the patron. Renter agrees that there will be no games, gambling or

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.

19. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
20. Association may provide watchman service, which will provide for reasonable protection of the property of Renter; however, Association shall not be responsible for loss or damage to the property of Renter.
21. 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 earlier termination of this Agreement.
22. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
23. All safety orders of the State of California’s Division of Occupational Safety and Health, Department of Industrial Relations must be strictly observed.
24. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
25. 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 thirty (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.
26. 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 an officer, employee or agent of Association.
27. 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 insure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
28. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
29. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understandings



or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon either of the Parties.

30. 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.

31. Renter shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement and incorporated by these references:

- a. Exhibit A: Insurance Requirements
- b. Exhibit B: Workers' Compensation Exempt Statement
- c. Exhibit C: Preventing Storm Water Pollution

32. 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.

Baja Paws Rescue
P.O. Box 19085
San Diego, California 92159

Hannah Penick
Hannah Penick (May 12, 2026 14:48:47 PDT)
Signature

Hannah Penick, Chief Executive Officer
Printed Name, Title

05/12/2026
Date

22nd District Agriculture Association
2260 Jimmy Durante Boulevard
Del Mar, California 92014

Rebecca Bartling
Rebecca Bartling (May 13, 2026 15:50:32 PDT)
Signature

Rebecca Bartling, Chief Executive Officer
Printed Name, Title

05/13/2026
Date

Email: info@bajapawsrescue.org
Phone: (858) 603-8648
Account #: 490100-60

FORM F-31
Revised 8/19

**FAIRTIME AND INTERIM EVENT
 RENTAL AGREEMENT**

THIS RENTAL AGREEMENT (“Agreement”) is by and between the 22nd District Agricultural Association, (“Association”), commonly known as the San Diego County Fair, (“Fairgrounds”), and Elev8 Online Schools San Diego Mission, (“Renter”). Association and Renter may be referred to individually as “Party” or collectively as “Parties.”

1. Association hereby grants to the Renter the right to occupy the space known as Community Corner located on the Fairgrounds at 2260 Jimmy Durante Boulevard, Del Mar, California 92014, (“Premises”) for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.
2. The terms of this Agreement begin on June 27, 2026 and end on June 28, 2026. Renter shall ensure booth is open to the public from 11:00 a.m. to 7:00 p.m. daily. 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 the Renter took possession.
3. The purposes of the occupancy shall be limited to promoting alternative education methods through community engagement, interactive games, and distribution of educational materials, and shall be for no other purpose whatsoever.
4. Association shall provide Renter the following for the purposes of occupancy: 10-foot x 10-foot festival tent booth, one (1) 8-foot table with table cover, two (2) chairs, Exhibit Access Passes, and free parking on days the booth is staffed.
5. Renter shall pay \$60.00 for the items and services provided in Provision 4.
6. Renter acknowledges that the Association’s Fairgrounds may be required at any time to open as an evacuation center, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter’s use, 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.
7. Association shall have the right to access Premises at any time, with or without notice to Renter.
8. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any workers’ compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
9. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.



10. No Renter will be allowed to open until compliance with all preliminary requirements set forth herein have been satisfied.
11. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises, for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
12. All temporary tents or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without written pre-approval of the Association, and only if removal of the fixture may be affected without injury to the Premises.
13. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc. prior to event.
14. 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 right 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the carnival or the carnival area.
15. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
16. Association will furnish necessary janitorial service for all aisles, streets, roads and areas used by the public, but Renter must, at Renter's own expense, keep the Premises and adjacent areas properly arranged and clean. All booths must be clean, all coverings removed, and the booth ready for business each day at least fifteen (15) minutes before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
17. 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 if written permission has been granted by Association.
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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.

19. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
20. Association may provide watchman service, which will provide for reasonable protection of the property of Renter; however, Association shall not be responsible for loss or damage to the property of Renter.
21. 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 earlier termination of this Agreement.
22. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
23. All safety orders of the State of California’s Division of Occupational Safety and Health, Department of Industrial Relations must be strictly observed.
24. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
25. 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 thirty (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.
26. 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 an officer, employee or agent of Association.
27. 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 insure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
28. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
29. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understandings

or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon either of the Parties.

30. 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.

31. Renter shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement and incorporated by these references:

- a. Exhibit A: Insurance Requirements
- b. Exhibit B: Workers' Compensation Exempt Statement
- c. Exhibit C: Preventing Storm Water Pollution

32. 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.

Elev8 Online Schools
San Diego Mission Academy
737 Windy Point Drive
San Marcos, California 92069

Linda Ketterer

Signature

Linda Ketterer, Community Liaison

Printed Name, Title

05/11/2026

Date

22nd District Agriculture Association
2260 Jimmy Durante Boulevard
Del Mar, California 92014

Rebecca Bartling

Rebecca Bartling (May 14, 2026 07:57:23 PDT)

Signature

Rebecca Bartling, Chief Executive Officer

Printed Name, Title

05/14/2026

Date

Email: lketterer@sdmissionacademy.org
Phone: (833) 773-5388
Account #: 490100-60

FORM F-31
Revised 8/19

**FAIRTIME AND INTERIM EVENT
RENTAL AGREEMENT**

THIS RENTAL AGREEMENT ("Agreement") is by and between the 22nd District Agricultural Association, ("Association"), commonly known as the San Diego County Fair, ("Fairgrounds"), and Alliance Truecare, Inc. doing business as (dba) American True Care, ("Renter"). Association and Renter may be referred to individually as "Party" or collectively as "Parties."

1. Association hereby grants to the Renter the right to occupy the space known as Community Corner located on the Fairgrounds at 2260 Jimmy Durante Boulevard, Del Mar, California 92014, ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.
2. The terms of this Agreement begin on June 10, 2026 and end on July 5, 2026 for nine (9) days only; June 10, 17, 18, 24, 25 and July 2, 3, 4, 5, 2026. Renter shall ensure booth is open to the public from 11:00 a.m. to 7:00 p.m. daily. 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 the Renter took possession.
3. The purposes of the occupancy shall be limited to Medi-Cal healthcare services education, and shall be for no other purpose whatsoever.
4. Association shall provide Renter the following for the purposes of occupancy: 10-foot x 10-foot festival tent booth, one (1) 8-foot table with table cover, two (2) chairs, Exhibit Access Passes, and free parking on days the booth is staffed.
5. Renter shall pay \$125.00 for the items and services provided in Provision 4.
6. Renter acknowledges that the Association's Fairgrounds may be required at any time to open as an evacuation center, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter's use, 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.
7. Association shall have the right to access Premises at any time, with or without notice to Renter.
8. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any workers' compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
9. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

10. No Renter will be allowed to open until compliance with all preliminary requirements set forth herein have been satisfied.
11. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises, for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
12. All temporary tents or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without written pre-approval of the Association, and only if removal of the fixture may be affected without injury to the Premises.
13. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc. prior to event.
14. 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 right 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the carnival or the carnival area.
15. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
16. Association will furnish necessary janitorial service for all aisles, streets, roads and areas used by the public, but Renter must, at Renter's own expense, keep the Premises and adjacent areas properly arranged and clean. All booths must be clean, all coverings removed, and the booth ready for business each day at least fifteen (15) minutes before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
17. 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 if written permission has been granted by Association.
18. Renter may market Renter's non-profit business and must provide some type of Association patron interaction. Interaction may be a game, activity or other Association approved interaction, that is entertaining and educational to the patron. Renter agrees that there will be no games, gambling or

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.

19. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
20. Association may provide watchman service, which will provide for reasonable protection of the property of Renter; however, Association shall not be responsible for loss or damage to the property of Renter.
21. 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 earlier termination of this Agreement.
22. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
23. All safety orders of the State of California’s Division of Occupational Safety and Health, Department of Industrial Relations must be strictly observed.
24. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
25. 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 thirty (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.
26. 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 an officer, employee or agent of Association.
27. 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 insure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
28. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
29. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understandings



or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon either of the Parties.

30. 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.

31. Renter shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement and incorporated by these references:

- a. Exhibit A: Insurance Requirements
- b. Exhibit B: Workers' Compensation Exempt Statement
- c. Exhibit C: Preventing Storm Water Pollution

32. 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.

Alliance Truecare, Inc. dba
American True Care
9325 Sky Park, Suite 300
San Diego, California 92123

Lucinda Davis
Lucinda Davis (May 12, 2026 09:48:55 PDT)
Signature

Lucinda Davis, Street Outreach Program Manager
Printed Name, Title

05/12/2026
Date

22nd District Agriculture Association
2260 Jimmy Durante Boulevard
Del Mar, California 92014

Rebecca Bartling
Rebecca Bartling (May 14, 2026 07:56:05 PDT)
Signature

Rebecca Bartling, Chief Executive Officer
Printed Name, Title

05/14/2026
Date

Email: lucinda.davis@truecareccm.com
Phone: (858) 325-5193
Account #: 490100-60

FORM F-31
Revised 8/19

FAIRTIME AND INTERIM EVENT
RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the 22nd District Agricultural Association, ("Association"), commonly known as the San Diego County Fair, ("Fairgrounds"), and USC Edward R. Roybal Institute on Aging, ("Renter"). Association and Renter may be referred to individually as "Party" or collectively as "Parties."

1. Association hereby grants to the Renter the right to occupy the space known as Community Corner located on the Fairgrounds at 2260 Jimmy Durante Boulevard, Del Mar, California 92014, ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.
2. The terms of this Agreement begin on June 14, 2026 and end on June 18, 2026. Renter shall ensure booth is open to the public from 11:00 a.m. to 7:00 p.m. daily. 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 the Renter took possession.
3. The purposes of the occupancy shall be limited to providing education and community outreach related to memory loss, Dementia, and Alzheimer's Disease, including interactive activities and the distribution of educational materials, as well as recruiting participants for a free research study, and shall be for no other purpose whatsoever.
4. Association shall provide Renter the following for the purposes of occupancy: 10-foot x 10-foot festival tent booth, one (1) 8-foot table with table cover, two (2) chairs, Exhibit Access Passes, and free parking on days the booth is staffed.
5. Renter shall pay \$60.00 for the items and services provided in Provision 4.
6. Renter acknowledges that the Association's Fairgrounds may be required at any time to open as an evacuation center, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter's use, 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.
7. Association shall have the right to access Premises at any time, with or without notice to Renter.
8. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any workers' compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
9. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.



10. No Renter will be allowed to open until compliance with all preliminary requirements set forth herein have been satisfied.
11. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises, for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
12. All temporary tents or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without written pre-approval of the Association, and only if removal of the fixture may be affected without injury to the Premises.
13. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc. prior to event.
14. 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 right 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the carnival or the carnival area.
15. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
16. Association will furnish necessary janitorial service for all aisles, streets, roads and areas used by the public, but Renter must, at Renter's own expense, keep the Premises and adjacent areas properly arranged and clean. All booths must be clean, all coverings removed, and the booth ready for business each day at least fifteen (15) minutes before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
17. 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 if written permission has been granted by Association.
18. Renter may market Renter's non-profit business and must provide some type of Association patron interaction. Interaction may be a game, activity or other Association approved interaction, that is entertaining and educational to the patron. Renter agrees that there will be no games, gambling or



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.

19. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
20. Association may provide watchman service, which will provide for reasonable protection of the property of Renter; however, Association shall not be responsible for loss or damage to the property of Renter.
21. 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 earlier termination of this Agreement.
22. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
23. All safety orders of the State of California’s Division of Occupational Safety and Health, Department of Industrial Relations must be strictly observed.
24. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
25. 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 thirty (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.
26. 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 an officer, employee or agent of Association.
27. 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 insure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
28. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
29. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understandings



or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon either of the Parties.

30. 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.

31. Renter shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement and incorporated by these references:

- a. Exhibit A: Insurance Requirements
- b. Exhibit B: Workers' Compensation Exempt Statement
- c. Exhibit C: Preventing Storm Water Pollution

32. 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.

USC Edward R. Roybal Institute on Aging
University of Southern California
669 W. 34th Street, MRF #102V
Los Angeles, California 90089

Yvette Cordero
Yvette Cordero (May 13, 2026 09:37:56 PDT)
Signature

Yvette Cordero, Project Assistant
Printed Name, Title

05/13/2026
Date

22nd District Agriculture Association
2260 Jimmy Durante Boulevard
Del Mar, California 92014

Rebecca Bartling
Rebecca Bartling (May 13, 2026 11:06:57 PDT)
Signature

Rebecca Bartling, Chief Executive Officer
Printed Name, Title

05/13/2026
Date

Email: yvette.cordero@usc.edu
Phone: (213) 740-1887
Account #: 490100-60

FORM F-31
Revised 8/19

**FAIRTIME AND INTERIM EVENT
 RENTAL AGREEMENT**

THIS RENTAL AGREEMENT (“Agreement”) is by and between the 22nd District Agricultural Association, (“Association”), commonly known as the San Diego County Fair, (“Fairgrounds”), and Friendship Circle SD Inc., (“Renter”). Association and Renter may be referred to individually as “Party” or collectively as “Parties.”

1. Association hereby grants to the Renter the right to occupy the space known as Community Corner located on the Fairgrounds at 2260 Jimmy Durante Boulevard, Del Mar, California 92014, (“Premises”) for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.
2. The terms of this Agreement begin on June 17, 2026 and end on June 21, 2026, for three (3) days only; June 17, 18 and 21. Renter shall ensure booth is open to the public from 11:00 a.m. to 7:00 p.m. daily. 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 the Renter took possession.
3. The purposes of the occupancy shall be limited to community outreach and educational engagement, including promotional giveaways, and shall be for no other purpose whatsoever.
4. Association shall provide Renter the following for the purposes of occupancy: 10-foot x 10-foot festival tent booth, one (1) 8-foot table with table cover, two (2) chairs, Exhibit Access Passes, and free parking on days the booth is staffed.
5. Renter shall pay \$30.00 for the items and services provided in Provision 4.
6. Renter acknowledges that the Association’s Fairgrounds may be required at any time to open as an evacuation center, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter’s use, 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.
7. Association shall have the right to access Premises at any time, with or without notice to Renter.
8. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any workers’ compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
9. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.



10. No Renter will be allowed to open until compliance with all preliminary requirements set forth herein have been satisfied.
11. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises, for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
12. All temporary tents or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without written pre-approval of the Association, and only if removal of the fixture may be affected without injury to the Premises.
13. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc. prior to event.
14. 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 right 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the carnival or the carnival area.
15. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
16. Association will furnish necessary janitorial service for all aisles, streets, roads and areas used by the public, but Renter must, at Renter's own expense, keep the Premises and adjacent areas properly arranged and clean. All booths must be clean, all coverings removed, and the booth ready for business each day at least fifteen (15) minutes before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
17. 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 if written permission has been granted by Association.
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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.

19. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
20. Association may provide watchman service, which will provide for reasonable protection of the property of Renter; however, Association shall not be responsible for loss or damage to the property of Renter.
21. 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 earlier termination of this Agreement.
22. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
23. All safety orders of the State of California’s Division of Occupational Safety and Health, Department of Industrial Relations must be strictly observed.
24. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
25. 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 thirty (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.
26. 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 an officer, employee or agent of Association.
27. 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 insure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
28. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
29. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understandings



or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon either of the Parties.

30. 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.


31. Renter shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement and incorporated by these references:

- a. Exhibit A: Insurance Requirements
- b. Exhibit B: Workers' Compensation Exempt Statement
- c. Exhibit C: Preventing Storm Water Pollution

32. 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.


Friendship Circle SD Inc.
441 Saxony Road
Encinitas, California 92024


Lisa Gozlan (May 18, 2026 07:41:18 PDT)
Signature

Lisa Gozlan, Office Manager
Printed Name, Title

05/18/2026
Date

22nd District Agriculture Association
2260 Jimmy Durante Boulevard
Del Mar, California 92014


Rebecca Bartling (May 18, 2026 08:20:54 PDT)
Signature

Rebecca Bartling, Chief Executive Officer
Printed Name, Title

05/18/2026
Date

Email: info@friendshipsd.org
Phone: (858) 774-0743
Account #: 490100-60

FORM F-31
Revised 8/19

FAIRTIME AND INTERIM EVENT
RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the 22nd District Agricultural Association, ("Association"), commonly known as the San Diego County Fair, ("Fairgrounds"), and The Cantu Foundation Inc., ("Renter"). Association and Renter may be referred to individually as "Party" or collectively as "Parties."

1. Association hereby grants to the Renter the right to occupy the space known as Community Corner located on the Fairgrounds at 2260 Jimmy Durante Boulevard, Del Mar, California 92014, ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.
2. The terms of this Agreement begin on June 14, 2026 and end on July 5, 2026, for five (5) days only, June 14, 21, 27, 28, and July 5. Renter shall ensure booth is open to the public from 11:00 a.m. to 7:00 p.m. daily. 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 the Renter took possession.
3. The purposes of the occupancy shall be limited to educating the public about the organization and promoting responsible pet ownership, including outreach activities intended to expand the network of pet foster families through educational programs and giveaways, and shall be for no other purpose whatsoever. Dogs may be included as part of the display, provided dogs are properly controlled and supervised at all times. The Association reserves the right to require the removal of any animal or impose reasonable restrictions, at any time, if deemed necessary for safety, sanitation, or Association operations.
4. Association shall provide Renter the following for the purposes of occupancy: 20-foot x 20-foot festival tent booth with kennel fencing, one (1) 8-foot table with table cover, two (2) chairs, Exhibit Access Passes, and free parking on days the booth is staffed.
5. Renter shall pay \$125.00 for the items and services provided in Provision 4.
6. Renter acknowledges that the Association's Fairgrounds may be required at any time to open as an evacuation center, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter's use, 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.
7. Association shall have the right to access Premises at any time, with or without notice to Renter.
8. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any workers' compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares

or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

9. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
10. No Renter will be allowed to open until compliance with all preliminary requirements set forth herein have been satisfied.
11. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises, for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
12. All temporary tents or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without written pre-approval of the Association, and only if removal of the fixture may be affected without injury to the Premises.
13. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc. prior to event.
14. 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 right 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the carnival or the carnival area.
15. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
16. Association will furnish necessary janitorial service for all aisles, streets, roads and areas used by the public, but Renter must, at Renter's own expense, keep the Premises and adjacent areas properly arranged and clean. All booths must be clean, all coverings removed, and the booth ready for business each day at least fifteen (15) minutes before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
17. 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 if written permission has been granted by Association.

18. Renter may market Renter's non-profit business and must provide some type of Association patron interaction. Interaction may be a game, activity or other Association approved interaction, that is entertaining and educational to the patron. Renter agrees that there will be no games, gambling or 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.
19. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
20. Association may provide watchman service, which will provide for reasonable protection of the property of Renter; however, Association shall not be responsible for loss or damage to the property of Renter.
21. 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 earlier termination of this Agreement.
22. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
23. All safety orders of the State of California's Division of Occupational Safety and Health, Department of Industrial Relations must be strictly observed.
24. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
25. 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 thirty (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.
26. 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 an officer, employee or agent of Association.
27. 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 insure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

- 28. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
- 29. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon either of the Parties.
- 30. 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.
- 31. Renter shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement and incorporated by these references:
 - a. Exhibit A: Insurance Requirements
 - b. Exhibit B: Workers' Compensation Exempt Statement
 - c. Exhibit C: Preventing Storm Water Pollution
- 32. 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 Cantu Foundation Inc.
5009 Ellison Place
San Diego, California 92116

22nd District Agriculture Association
2260 Jimmy Durante Boulevard
Del Mar, California 92014

Signature

Sara Rodriguez, Events Director
Printed Name, Title

Signature

Rebecca Bartling, Chief Executive Officer
Printed Name, Title

Date

Date

Email: smr.thecantufoundation@gmail.com
Phone: (858) 699-5769
Account #: 490100-60

FORM F-31
Revised 8/19

FAIRTIME AND INTERIM EVENT
RENTAL AGREEMENT

THIS RENTAL AGREEMENT (“Agreement”) is by and between the 22nd District Agricultural Association, (“Association”), commonly known as the San Diego County Fair, (“Fairgrounds”), and The Rosie Project Inc., (“Renter”). Association and Renter may be referred to individually as “Party” or collectively as “Parties.”

1. Association hereby grants to the Renter the right to occupy the space known as Community Corner located on the Fairgrounds at 2260 Jimmy Durante Boulevard, Del Mar, California 92014, (“Premises”) for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.
2. The terms of this Agreement begin on June 20, 2026 and end on July 1, 2026, for two (2) days only, June 20 and July 1. Renter shall ensure booth is open to the public from 11:00 a.m. to 7:00 p.m. daily. 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 the Renter took possession.
3. The purposes of the occupancy shall be limited to promoting awareness of the Literacy Program, which combines literacy development with equine-assisted learning to support confidence, focus, and emotional regulation, through reserved time slots during which fairgoers may read to one (1) mini horse or one (1) pony, and shall be for no other purpose whatsoever.
4. Association shall provide Renter the following for the purposes of occupancy: 20-foot x 20-foot shade canopy over turf, one (1) 8-foot table with table cover, two (2) chairs, Exhibit Access Passes, and free parking on days the booth is staffed.
5. Renter shall pay \$60.00 for the items and services provided in Provision 4.
6. Renter acknowledges that the Association’s Fairgrounds may be required at any time to open as an evacuation center, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter’s use, 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.
7. Association shall have the right to access Premises at any time, with or without notice to Renter.
8. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any workers’ compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
9. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.



10. No Renter will be allowed to open until compliance with all preliminary requirements set forth herein have been satisfied.
11. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises, for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
12. All temporary tents or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without written pre-approval of the Association, and only if removal of the fixture may be affected without injury to the Premises.
13. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc. prior to event.
14. 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 right 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the carnival or the carnival area.
15. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
16. Association will furnish necessary janitorial service for all aisles, streets, roads and areas used by the public, but Renter must, at Renter's own expense, keep the Premises and adjacent areas properly arranged and clean. All booths must be clean, all coverings removed, and the booth ready for business each day at least fifteen (15) minutes before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
17. 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 if written permission has been granted by Association.
18. Renter may market Renter's non-profit business and must provide some type of Association patron interaction. Interaction may be a game, activity or other Association approved interaction, that is entertaining and educational to the patron. Renter agrees that there will be no games, gambling or

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.

19. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
20. Association may provide watchman service, which will provide for reasonable protection of the property of Renter; however, Association shall not be responsible for loss or damage to the property of Renter.
21. 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 earlier termination of this Agreement.
22. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
23. All safety orders of the State of California’s Division of Occupational Safety and Health, Department of Industrial Relations must be strictly observed.
24. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
25. 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 thirty (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.
26. 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 an officer, employee or agent of Association.
27. 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 insure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
28. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
29. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understandings



or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon either of the Parties.

30. 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.


31. Renter shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement and incorporated by these references:

- a. Exhibit A: Insurance Requirements
- b. Exhibit B: Workers' Compensation Exempt Statement
- c. Exhibit C: Preventing Storm Water Pollution

32. 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 Rosie Project Inc.
10343 Roselle Street
San Diego, California 92121



Laura Spielman (May 14, 2026 22:05:21 PDT)
Signature

Laura Spielman, Founder and Executive Director
Printed Name, Title

05/14/2026

Date

22nd District Agriculture Association
2260 Jimmy Durante Boulevard
Del Mar, California 92014


Rebecca Bartling (May 18, 2026 09:49:33 PDT)
Signature

Rebecca Bartling, Chief Executive Officer
Printed Name, Title

05/18/2026

Date

Email: laura@therosieproject.org
Phone: (858) 688-6324
Account #: 490100-60

FORM F-31

Revised 8/19

**FAIRTIME AND INTERIM EVENT
RENTAL AGREEMENT**

THIS RENTAL AGREEMENT ("Agreement") is by and between the 22nd District Agricultural Association, ("Association"), commonly known as the San Diego County Fair, ("Fairgrounds"), and San Diego Mineral and Gem Society, ("Renter"). Association and Renter may be referred to individually as "Party" or collectively as "Parties."

1. Association hereby grants to the Renter the right to occupy space in the south half of what is known as the Mission Tower Building located on the Fairgrounds at 2260 Jimmy Durante Boulevard, Del Mar, California 92014, ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.
2. The terms of this Agreement begin on June 10, 2026 and end on July 8, 2026. Renter shall ensure booth is open to the public from 11:00 a.m. to 7:00 p.m. daily. 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 the Renter took possession.
3. The purposes of the occupancy shall be limited to conducting gem and mineral cutting demonstrations and educational interactions with patrons, and shall be for no other purpose whatsoever.
4. Association shall provide Renter the following for the purposes of occupancy: space in the south half of the Mission Tower Building, tables, chairs, and/or credentials as deemed necessary by the District.
5. Renter shall pay \$0.00 for the items and services provided in Provision 4.
6. Renter acknowledges that the Association's Fairgrounds may be required at any time to open as an evacuation center, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter's use, 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.
7. Association shall have the right to access Premises at any time, with or without notice to Renter.
8. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any workers' compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
9. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

10. No Renter will be allowed to open until compliance with all preliminary requirements set forth herein have been satisfied.
11. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises, for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
12. All temporary tents or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without written pre-approval of the Association, and only if removal of the fixture may be affected without injury to the Premises.
13. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc. prior to event.
14. 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 right 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the carnival or the carnival area.
15. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
16. Association will furnish necessary janitorial service for all aisles, streets, roads and areas used by the public, but Renter must, at Renter's own expense, keep the Premises and adjacent areas properly arranged and clean. All booths must be clean, all coverings removed, and the booth ready for business each day at least fifteen (15) minutes before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
17. 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 if written permission has been granted by Association.
18. Renter may market Renter's non-profit business and must provide some type of Association patron interaction. Interaction may be a game, activity or other Association approved interaction, that is entertaining and educational to the patron. Renter agrees that there will be no games, gambling or

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.

19. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
20. Association may provide watchman service, which will provide for reasonable protection of the property of Renter; however, Association shall not be responsible for loss or damage to the property of Renter.
21. 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 earlier termination of this Agreement.
22. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
23. All safety orders of the State of California's Division of Occupational Safety and Health, Department of Industrial Relations must be strictly observed.
24. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
25. 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 thirty (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.
26. 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 an officer, employee or agent of Association.
27. 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 insure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
28. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
29. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understandings

or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon either of the Parties.

30. 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.

31. Renter shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement and incorporated by these references:

- a. Exhibit A: Insurance Requirements
- b. Exhibit B: Workers' Compensation Exempt Statement
- c. Exhibit C: Preventing Storm Water Pollution

32. 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.

San Diego Mineral and Gem Society
1770 Village Place, Balboa Park
San Diego, California 92101

22nd District Agriculture Association
2260 Jimmy Durante Boulevard
Del Mar, California 92014

Signature

Signature

LuAnn Benton, President
Printed Name, Title

Rebecca Bartling, Chief Executive Officer
Printed Name, Title

Date

Date

Email: luannz@att.net
Phone: (619) 244-4269
Account #: 490100-60

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-1266

GL ACCOUNT NUMBER (If Applicable)

600100-60

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTOR NAME

Barbara Davies dba A Simpler Time

2. The term of this Agreement is:

START DATE

06/09/2026

THROUGH END DATE

07/06/2026

3. The maximum amount of this Agreement is:

\$3,150.00 Three Thousand One Hundred Fifty Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits | Title | Pages |
|-----------|--|---------|
| Exhibit A | Scope of Work | 1 – 2 |
| Exhibit B | Budget Detail and Payment Provisions | 3 |
| Exhibit C | General Terms and Conditions (GTC 02/2025) | 4 – 8 |
| Exhibit D | Contractor Certification Clauses (CCC 04/2017) | 9 – 12 |
| Exhibit E | Special Terms & Conditions | 13 – 17 |
| Exhibit F | Insurance Requirements | 18 – 21 |
| Exhibit G | Preventing Storm Water Pollution | 22 |

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Barbara Davies dba A Simpler Time

CONTRACTOR BUSINESS ADDRESS

1802 Alta Place

CITY

El Cajon

STATE

CA

ZIP

92021

PRINTED NAME OF PERSON SIGNING

Barbara Davies

TITLE

Owner

CONTRACTOR AUTHORIZED SIGNATURE

[Barbara Davies \(May 16, 2026 18:50:17 PDT\)](#)

DATE SIGNED

05/16/2026

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014


PRINTED NAME OF PERSON SIGNING

Rebecca Bartling

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

[Rebecca Bartling \(May 18, 2026 08:44:00 PDT\)](#)

DATE SIGNED

05/18/2026

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051.a. 1

**EXHIBIT A
 SCOPE OF WORK**

I. SERVICES OVERVIEW

- A. Barbara Davies doing business as (dba) A Simpler Time, hereinafter referred to as Contractor, agrees to provide to the 22nd District Agricultural Association, hereinafter referred to as District, with services as described herein.
- B. Contractor shall provide an alpaca exhibit for the 2026 San Diego County Fair (SDCF).
- C. Contractor shall provide necessary food, bedding and care for the animals.
- D. Contractor shall provide staff and educational materials for the exhibit.
- E. The project representatives during the term of this Agreement will be:

| 22nd District Agricultural Association | Contractor |
|---|---|
| Name: Mary Martineau | Name: Barbara Davies |
| Address: 2260 Jimmy Durante Boulevard Del Mar, California 92014 | Address: 1802 Alta Place El Cajon, California 92021 |
| Phone: (858) 792-4247 | Phone: (619) 490-9694 |
| Email: mmartineau@sdfair.com | Email: daviesalpacas@gmail.com |

Parties may change their Project Representative upon providing ten (10) business days' written notice to the other party. Said changes shall not require an Amendment to this Agreement.

II. WORK TO BE PERFORMED BY CONTRACTOR

- A. Contractor shall provide a turn-key alpaca exhibit in the Big Red Barn for the 2026 SDCF.
 - 1. Contractor shall ensure animals are onsite and in the exhibit area during operating hours of the Big Red Barn.
 - 2. Contractor acknowledges operating hours of the Big Red Barn are 11:00 a.m. through 9:00 p.m., Wednesdays through Sundays.
 - 3. Contractor shall be responsible for securing, with a lock, and the overall safety of anything placed inside the tack room provided by the District. District shall not be responsible for any lost or stolen items.
- B. Contractor shall provide a minimum of two (2) alpacas for the exhibit.
- C. Contractor shall provide all necessary equipment required to maintain the animals and the exhibit.
- D. Contractor shall be responsible for maintaining the overall health and well-being of the animals in the exhibit.
 - 1. Contractor shall be responsible for feeding the animals and ensuring there is an adequate water supply.
 - 2. Contractor shall be responsible for ensuring the animals maintain a clean, presentable appearance each operating day of the exhibit.
 - 3. Contractor shall be responsible for maintaining the area in and around the exhibit,

**EXHIBIT A
SCOPE OF WORK**

including but not limited to: cleaning pens daily and changing bedding in the exhibit, as needed.

- E. Contractor shall staff the exhibit, Wednesdays through Sundays, from 11:00 a.m. through 6:00 p.m.
- F. Contractor shall provide educational materials for the exhibit, including but not limited to signage and handouts that may be distributed to the public.
- G. Contractor is authorized to sell exhibit-related materials that are pre-approved by the District.
 - 1. Contractor agrees that all sales shall take place within the confines of the Contractor's exhibit booth and shall not take place anywhere else on District grounds.
 - 2. Contractor agrees the District has the right to audit and/or monitor sales, as well as access the premises, at any time with or without notice.
 - 3. Contractor agrees that selling, advertising or distributing any product, service or printed material without prior authorization by the District is strictly prohibited.
- H. Contractor shall maintain a current and valid Certificate of Insurance for the entire period of the Agreement, as outlined in Exhibit F.
- I. Contractor shall teardown and remove equipment and animals from District property no later than July 6, 2026 at 3:00 p.m.

III. DISTRICT RESPONSIBILITIES

- A. District shall provide one (1) space no less than 12-feet by 12-feet for exhibit purposes in the Big Red Barn.
 - 1. District shall provide one (1) area to hang a display board in the exhibit.
 - 2. District shall provide one (1) table and two (2) chairs for the exhibit.
- B. District shall provide an unsecured tack room in the Big Red Barn for Contractor to utilize at Contractor's own risk.
- C. District shall provide one (1) parking space for a vehicle and trailer.
- D. District shall provide one (1) bale of alfalfa hay for each day of the contract.
- E. District shall allow pre-approved items to be sold by Contractor. Contractor shall be entitled to all proceeds from the sale of the items.
- F. District shall provide necessary badges, credentials and/or wristbands to the Contractor.
 - 1. Contractor shall provide staffing list to District no later than June 7, 2026, for the entire run of the SDCF.
 - 2. District shall issue parking and admissions credentials for Contractor staff and/or volunteers in a pre-determined amount set by the District. Number of credentials offered by District shall be non-negotiable.

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-1267

GL ACCOUNT NUMBER

515100-60

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTOR NAME

Poway Unified School District / Rancho Bernardo High School

2. The term of this Agreement is:

START DATE

05/17/2026

THROUGH END DATE

05/17/2026

3. The maximum amount of this Agreement is:

\$1,500.00 One Thousand Five Hundred Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits | Title | Pages |
|-----------|--|---------|
| Exhibit A | Scope of Work | 1 |
| Exhibit B | Budget Detail and Payment Provisions | 2 – 3 |
| Exhibit C | General Terms and Conditions (GTC 02/2025) | 4 – 8 |
| Exhibit D | Contractor Certification Clauses (CCC 04/2017) | 9 – 12 |
| Exhibit E | Special Terms & Conditions | 13 – 17 |
| Exhibit F | Insurance Requirements | 18 – 21 |
| Exhibit G | Preventing Storm Water Pollution | 22 |

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Poway Unified School District / Rancho Bernardo High School

CONTRACTOR BUSINESS ADDRESS

13010 Paseo Lucido

CITY

San Diego

STATE

CA

ZIP

92128

PRINTED NAME OF PERSON SIGNING

Hans Becker

TITLE

Principal

CONTRACTOR AUTHORIZED SIGNATURE

Hans Becker[Hans Becker \(May 15, 2026 08:49:01 PDT\)](#)

DATE SIGNED

05/15/2026

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Rebecca Bartling

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Rebecca Bartling[Rebecca Bartling \(May 18, 2026 09:48:43 PDT\)](#)

DATE SIGNED

05/18/2026

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051.a.1

**EXHIBIT A
 SCOPE OF WORK**

I. SERVICES OVERVIEW

- A. Poway Unified School District / Rancho Bernardo High School, hereinafter referred to as Contractor, agrees to provide to the 22nd District Agricultural Association, hereinafter referred to as District, with services as described herein.
- B. Contractor shall provide volunteer labor services for the 2026 San Diego County Fair (SDCF).
- C. The project representatives during the term of this Agreement will be:

| District | | Contractor | |
|-----------------|--|-------------------|--|
| Name: | Judith Toepel, Manager, Agriculture & Education | Name: | Hans Becker, Principal |
| Address: | 2260 Jimmy Durante Boulevard Del Mar, California 92014 | Address: | 13010 Paseo Lucido San Diego, California 92128 |
| Phone: | (858) 308-2216 | Phone: | (858) 485-4800 |
| Email: | jtoepel@sdfair.com | Email: | hbecker@powayusd.com |

Parties may change their Project Representative upon providing ten (10) business days' written notice to the other party. Said changes shall not require an Amendment to this Agreement.

II. WORK TO BE PERFORMED BY CONTRACTOR

- A. Contractor shall provide volunteer labor services in preparation of the Photo Show at the 2026 SDCF.
- B. Contractor shall provide volunteer labor in the quantity, date and time designated by the District.
 - 1. May 17, 2026 – 9:00 a.m. to 5:00 p.m.: At minimum twenty (20) volunteers to provide photo handling as instructed by the District.
- C. Contractor's volunteers shall be instructed to report to the Photo Show and check-in with Lois Fong-Sakai, Photo Show Coordinator.

III. DISTRICT RESPONSIBILITIES

- A. District shall provide one (1) SDCF admission ticket per volunteer per day of service.
- B. District shall provide necessary equipment to perform each task.



STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-1268

GL ACCOUNT NUMBER

540100-60

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTOR NAME

Paul Williams

2. The term of this Agreement is:

START DATE

06/08/2026

THROUGH END DATE

07/07/2026

3. The maximum amount of this Agreement is:

\$0.00 Zero Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits | Title | Pages |
|-----------|--|---------|
| Exhibit A | Scope of Work | 1 – 2 |
| Exhibit B | Budget Detail and Payment Provisions | N/A |
| Exhibit C | General Terms and Conditions (GTC 02/2025) | 3 – 7 |
| Exhibit D | Contractor Certification Clauses (CCC 04/2017) | 8 – 11 |
| Exhibit E | Special Terms & Conditions | 12 – 16 |
| Exhibit F | Insurance Requirements | 17 – 20 |
| Exhibit G | Preventing Storm Water Pollution | 21 |

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Paul Williams

CONTRACTOR BUSINESS ADDRESS

12136 Avenida Sivrita

CITY

San Diego

STATE

CA

ZIP

92128

PRINTED NAME OF PERSON SIGNING

Paul Williams

TITLE

Lapidary

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Rebecca Bartling

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051.a. 1

**EXHIBIT A
SCOPE OF WORK**

I. SERVICES OVERVIEW

- A. Paul Williams, hereinafter referred to as Contractor, agrees to provide to the 22nd District Agricultural Association, hereinafter referred to as District, with services as described herein.
- B. Contractor shall provide a polished sphere display and educational presentations, at the 2026 San Diego County Fair (SDCF).
- C. The project representatives during the term of this Agreement will be:

| 22nd District Agricultural Association | | Contractor | |
|--|--|-------------------|--|
| Name: | Judith Toepel, Manager, Agriculture & Education | Name: | Paul Williams, Lapidary |
| Address: | 2260 Jimmy Durante Boulevard Del Mar, California 92014 | Address: | 12136 Avenida Sivrita San Diego, California 92128 |
| Phone: | (858) 308-2216 | Phone: | (858) 663-1731 |
| Email: | jtoepel@sdfair.com | Email: | pwilliams6@san.rr.com.com |

Parties may change their Project Representative upon providing ten (10) business days' written notice to the other party. Said changes shall not require an Amendment to this Agreement.

II. CONTRACTOR RESPONSIBILITIES

- A. Contractor shall provide a polished sphere display in the Gems & Minerals exhibit, at the 2026 SDCF, June 10 through July 5.
 - 1. Contractor shall staff the display booth Wednesdays through Sundays, 11:30 a.m. through 7:00 p.m.
- B. Contractor shall provide demonstrations and/or presentations at Contractor's booth, Wednesdays through Sundays from 11:30 a.m. to 2:00 p.m., educating attendees on the creation of polished sphere objets d'art from rough rock material, including instruction regarding specific gravity, hardness, mineral composition, and fluorescence.
- C. Contractor shall deliver and install any and all items requiring set-up to the booth no later than June 9, 2026 at 1:00 p.m.
- D. Contractor shall provide any and all equipment or supplies necessary for display and educational presentations, that fit within the confines of the space provided by District, including the following:
 - 1. Sphere Grinding Machine
 - 2. Sphere Polishing Machine
 - 3. Water bottle and stands utilized for equipment cooling
 - 4. Rough rock, partially cut sphere, and fully polished sphere samples
 - 5. Grinding and polishing cup samples for machines
- E. Contractor shall be solely responsible for the safety and security of any and all equipment and/or rough stones displayed or left on District property.

EXHIBIT A
SCOPE OF WORK

Paul Williams
Agreement Number: 26-1268
Page 2 of 21

- F. Contractor shall teardown and remove Contractor-owned supplies and/or equipment from District property between the hours of 7:00 a.m. and 10:00 a.m. on July 6 and 7, 2026.
- G. Contractor shall maintain a professional appearance at all times.

III. DISTRICT RESPONSIBILITIES

- A. District shall provide one (1) approximate 5-foot by 8-foot space in south Mission Tower within the Gems & Minerals exhibit to accommodate Contractor's counter.
- B. District shall provide one (1) fixed counter and two (2) chairs for Contractor's booth.
- C. District shall provide one (1) storage space for overnight storage of Contractor's merchandise.
- D. District shall provide one (1) admission badge and one (1) onsite parking credential to Contractor. Number of credentials offered by District shall be non-negotiable.

FORM F-31
Revised 8/19

**FAIRTIME AND INTERIM EVENT
 RENTAL AGREEMENT**

THIS RENTAL AGREEMENT (“Agreement”) is by and between the 22nd District Agricultural Association, (“Association”), commonly known as the San Diego County Fair, (“Fairgrounds”), and San Diego Mesa College, (“Renter”). Association and Renter may be referred to individually as “Party” or collectively as “Parties.”

1. Association hereby grants to the Renter the right to occupy the space known as Community Corner located on the Fairgrounds at 2260 Jimmy Durante Boulevard, Del Mar, California 92014, (“Premises”) for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.
2. The terms of this Agreement begin on June 17, 2026 and end on June 18, 2026. Renter shall ensure booth is open to the public from 11:00 a.m. to 2:00 p.m. daily. 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 the Renter took possession.
3. The purposes of the occupancy shall be limited to promoting the Registered Veterinary Technology Program at San Diego Mesa College, including interactive activities and program swag, and shall be for no other purpose whatsoever. Renter agrees to leave engaging informational materials in the booth during any hours the booth is not occupied by Renter.
4. Association shall provide Renter the following for the purposes of occupancy: 10-foot x 10-foot festival tent booth, one (1) 8-foot table with table cover, two (2) chairs, Exhibit Access Passes, and free parking on days the booth is staffed.
5. Renter shall pay \$0.00 for the items and services provided in Provision 4.
6. Renter acknowledges that the Association’s Fairgrounds may be required at any time to open as an evacuation center, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter’s use, 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.
7. Association shall have the right to access Premises at any time, with or without notice to Renter.
8. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any workers’ compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
9. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.



10. No Renter will be allowed to open until compliance with all preliminary requirements set forth herein have been satisfied.
11. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises, for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
12. All temporary tents or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without written pre-approval of the Association, and only if removal of the fixture may be affected without injury to the Premises.
13. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc. prior to event.
14. 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 right 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the carnival or the carnival area.
15. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
16. Association will furnish necessary janitorial service for all aisles, streets, roads and areas used by the public, but Renter must, at Renter's own expense, keep the Premises and adjacent areas properly arranged and clean. All booths must be clean, all coverings removed, and the booth ready for business each day at least fifteen (15) minutes before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
17. 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 if written permission has been granted by Association.
18. Renter may market Renter's non-profit business and must provide some type of Association patron interaction. Interaction may be a game, activity or other Association approved interaction, that is entertaining and educational to the patron. Renter agrees that there will be no games, gambling or

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.

19. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
20. Association may provide watchman service, which will provide for reasonable protection of the property of Renter; however, Association shall not be responsible for loss or damage to the property of Renter.
21. 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 earlier termination of this Agreement.
22. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
23. All safety orders of the State of California’s Division of Occupational Safety and Health, Department of Industrial Relations must be strictly observed.
24. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
25. 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 thirty (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.
26. 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 an officer, employee or agent of Association.
27. 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 insure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
28. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
29. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understandings

or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon either of the Parties.

30. 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.

31. Renter shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement and incorporated by these references:

- a. Exhibit A: Insurance Requirements
- b. Exhibit B: Workers' Compensation Exempt Statement
- c. Exhibit C: Preventing Storm Water Pollution

32. 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.

San Diego Mesa College
7250 Mesa College Drive
San Diego, California 92111-4998



Signature

Jeaneal Davis, DVM, Associate Professor
Printed Name, Title

05/21/2026

Date

22nd District Agriculture Association
2260 Jimmy Durante Boulevard
Del Mar, California 92014



Rebecca Bartling (May 26, 2026 17:30:19 PDT)

Signature

Rebecca Bartling, Chief Executive Officer
Printed Name, Title

05/26/2026

Date

Email: jdavis003@sdccd.edu
Phone: (323) 513-5706
Account #: 490100-60

FORM F-31
Revised 8/19

FAIRTIME AND INTERIM EVENT
RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the 22nd District Agricultural Association, ("Association"), commonly known as the San Diego County Fair, ("Fairgrounds"), and Pawsitive Teams, Inc., ("Renter"). Association and Renter may be referred to individually as "Party" or collectively as "Parties."

1. Association hereby grants to the Renter the right to occupy the space known as Community Corner located on the Fairgrounds at 2260 Jimmy Durante Boulevard, Del Mar, California 92014, ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.
2. The terms of this Agreement begin on June 17, 2026 and end on July 18, 2026. Renter shall ensure booth is open to the public from 11:00 a.m. to 3:00 p.m. daily. 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 the Renter took possession.
3. The purposes of the occupancy shall be limited to promoting community programs and services provided by Renter, including education regarding service, therapy, and facility dogs, interactive activities, and supervised interaction between trained dogs and Association patrons, and shall be for no other purpose whatsoever.
4. Association shall provide Renter the following for the purposes of occupancy: 10-foot x 10-foot festival tent booth, one (1) 8-foot table with table cover, two (2) chairs, Exhibit Access Passes, and free parking on days the booth is staffed.
5. Renter shall pay \$0.00 for the items and services provided in Provision 4.
6. Renter acknowledges that the Association's Fairgrounds may be required at any time to open as an evacuation center, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter's use, 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.
7. Association shall have the right to access Premises at any time, with or without notice to Renter.
8. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any workers' compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
9. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

10. No Renter will be allowed to open until compliance with all preliminary requirements set forth herein have been satisfied.
11. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises, for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
12. All temporary tents or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without written pre-approval of the Association, and only if removal of the fixture may be affected without injury to the Premises.
13. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc. prior to event.
14. 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 right 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the carnival or the carnival area.
15. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
16. Association will furnish necessary janitorial service for all aisles, streets, roads and areas used by the public, but Renter must, at Renter's own expense, keep the Premises and adjacent areas properly arranged and clean. All booths must be clean, all coverings removed, and the booth ready for business each day at least fifteen (15) minutes before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
17. 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 if written permission has been granted by Association.
18. Renter may market Renter's non-profit business and must provide some type of Association patron interaction. Interaction may be a game, activity or other Association approved interaction, that is entertaining and educational to the patron. Renter agrees that there will be no games, gambling or

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.

19. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
20. Association may provide watchman service, which will provide for reasonable protection of the property of Renter; however, Association shall not be responsible for loss or damage to the property of Renter.
21. 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 earlier termination of this Agreement.
22. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
23. All safety orders of the State of California's Division of Occupational Safety and Health, Department of Industrial Relations must be strictly observed.
24. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
25. 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 thirty (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.
26. 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 an officer, employee or agent of Association.
27. 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 insure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
28. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
29. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understandings

or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon either of the Parties.

30. 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.

31. Renter shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement and incorporated by these references:

- a. Exhibit A: Insurance Requirements
- b. Exhibit B: Workers' Compensation Exempt Statement
- c. Exhibit C: Preventing Storm Water Pollution

32. 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.

Pawsitive Teams, Inc.
7031 Carroll Road
San Diego, California 92121

22nd District Agriculture Association
2260 Jimmy Durante Boulevard
Del Mar, California 92014

Signature

Signature

Kathy Schwarte, Education Outreach Coordinator
Printed Name, Title

Rebecca Bartling, Chief Executive Officer
Printed Name, Title

Date

Date

Email: kathy@pawsteams.org
Phone: (619) 885-0291
Account #: 490100-60

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-1271

GL ACCOUNT NUMBER

540-100-60

1. KatieThis Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTOR NAME

Maribeth McFaul

2. The term of this Agreement is:

START DATE

06/20/2026

THROUGH END DATE

06/21/2026

3. The maximum amount of this Agreement is:

\$400.00

Four Hundred Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits | Title | Pages |
|-----------|--|---------|
| Exhibit A | Scope of Work | 1 – 2 |
| Exhibit B | Budget Detail and Payment Provisions | 3 |
| Exhibit C | General Terms and Conditions (GTC 02/2025) | 4 – 8 |
| Exhibit D | Contractor Certification Clauses (CCC 04/2017) | 9 – 12 |
| Exhibit E | Special Terms & Conditions | 13 – 17 |
| Exhibit F | Insurance Requirements | 18 – 21 |
| Exhibit G | Preventing Storm Water Pollution | 22 |
| Exhibit H | Copyright Infringement Indemnification | 23 |

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Maribeth McFaul

CONTRACTOR BUSINESS ADDRESS

2254 Via Puerta, Unit A

CITY

Laguna Woods

STATE

CA

ZIP

92637

PRINTED NAME OF PERSON SIGNING

Maribeth McFaul

TITLE

Artist

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Rebecca Bartling

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051.a. 1

**EXHIBIT A
SCOPE OF WORK**

I. SERVICES OVERVIEW

- A. Maribeth McFaul, hereinafter referred to as Contractor, agrees to provide to the 22nd District Agricultural Association, hereinafter referred to as District, with services as described herein.
- B. Contractor shall create chalk artwork live on-site at the 2026 San Diego County Fair (SDCF).
- C. The project representatives during the term of this Agreement will be:

| 22nd District Agricultural Association | Contractor |
|--|---|
| Name: Judith Toepel, Manager Agriculture and Education | Name: Maribeth McFaul, Artist |
| Address: 2260 Jimmy Durante Boulevard Del Mar, California 92014 | Address: 2254 Via Puerta, Unit A Laguna Woods, California 92637 |
| Phone: (858) 308-2216 | Phone: (949) 466-8244 |
| Email: jtoepel@sdfair.com | Email: maribethmcfaul@gmail.com |

Parties may change their Project Representative upon providing ten (10) business days' written notice to the other party. Said changes shall not require an Amendment to this Agreement.

II. CONTRACTOR RESPONSIBILITIES

- A. Contractor shall create an original chalk artwork live on-site, including initial sketching, color application, blending and detailing, while SDCF attendees observe. The work is temporary in nature and will become property of the District upon completion.
 - 1. Contractor shall execute one (1) approximate 8-foot by 8-foot chalk artwork reflective of the SDCF theme "Once Upon A Fair".
 - 2. Contractor shall provide chalk medium required to execute one (1) approximate 8-foot by 8-foot chalk artwork.
 - 3. Contractor shall execute chalk artwork from 11:00 a.m. to 5:00 p.m. on June 20 and 21, 2026.
- B. Contractor shall arrive, set-up and prepare workspace between the hours of 10:00 a.m. and 11:00 a.m. on June 20 and 21, 2026.
- C. Contractor shall clean-up and vacate the workspace between 5:00 p.m. and 6:00 p.m. on June 20 and 21, 2026.

III. DISTRICT RESPONSIBILITIES

- A. District shall provide one (1) approximate 8-foot by 8-foot plywood "tableau" to which Contractor will apply chalk artwork.
- B. District shall provide stanchions to cordon off a perimeter around the art tableau.
- C. District shall provide up to one (1) admission and one (1) parking credential each day to Contractor. Number of credentials offered by District shall be non-negotiable.

EXHIBIT A
SCOPE OF WORK

Maribeth McFaul
Agreement Number: 26-1271
Page 2 of 23

- D. Contractor shall provide \$40.00 in food vouchers each day of artwork execution.
- E. District shall provide Special Event Liability Insurance for each day of artwork execution.
- F. District shall display Contractor's finished chalk art in front of the east grandstand area, or as space allows, from completion of the artwork until closing day of the SDCF.

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-1272

GL ACCOUNT NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTOR NAME

Brush Whackers Painting Club

2. The term of this Agreement is:

START DATE

06/27/2026

THROUGH END DATE

06/27/2026

3. The maximum amount of this Agreement is:

\$0.00

Zero Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits | Title | Pages |
|-----------|--|---------|
| Exhibit A | Scope of Work | 1 |
| Exhibit B | Budget Detail and Payment Provisions | N/A |
| Exhibit C | General Terms and Conditions (GTC 02/2025) | 2 – 6 |
| Exhibit D | Contractor Certification Clauses (CCC 04/2017) | 7 – 10 |
| Exhibit E | Special Terms & Conditions | 11 – 15 |
| Exhibit F | Insurance Requirements | 16 – 19 |
| Exhibit G | Preventing Storm Water Pollution | 20 |

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Brush Whackers Painting Club

CONTRACTOR BUSINESS ADDRESS

946 Redbud Road

CITY

Chula Vista

STATE

CA

ZIP

91910

PRINTED NAME OF PERSON SIGNING

Sheri Barker

TITLE

Representative

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Rebecca Bartling

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051.a. 1

**EXHIBIT A
SCOPE OF WORK**

I. SERVICES OVERVIEW

- A. Brush Whackers Painting Club hereinafter referred to as Contractor, agrees to provide to the 22nd District Agricultural Association, hereinafter referred to as District, with services as described herein.
- B. Contractor shall provide decorative painting demonstrations, at the 2026 San Diego County Fair (SDCF).
- C. The project representatives during the term of this Agreement will be:

| 22nd District Agricultural Association | | Contractor | |
|--|--|-------------------|--|
| Name: | Judith Toepel, Manager Agriculture and Education | Name: | Sheri Barker, Representative |
| Address: | 2260 Jimmy Durante Boulevard Del Mar, California 92014 | Address: | 946 Redbud Road El Cajon, California 91910 |
| Phone: | (858) 308-2216 | Phone: | (619) 208-2507 |
| Email: | jtoepel@sdfair.com | Email: | dr.sheridan.barker@gmail.com |

Parties may change their Project Representative upon providing ten (10) business days' written notice to the other party. Said changes shall not require an Amendment to this Agreement.

II. CONTRACTOR RESPONSIBILITIES

- A. Contractor shall provide decorative painting demonstrations for Home Arts and Hobbies in the Exhibit Hall, at the SDCF, on June 27, 2026.
 - 1. Contractor shall provide all materials necessary for decorative painting demonstrations, including paint and brushes.
 - 2. Contractor shall provide a decorative painting demonstration from 1:00 p.m. to 4:00 p.m. on June 27, 2026.
- B. Contractor shall provide a free craft to SDCF patrons.
- C. Contractor shall set-up booth space between 10:30 a.m. and 11:00 a.m. on June 27, 2026.
- D. Contractor shall teardown booth space between 4:00 p.m. and 4:30 on June 27, 2026.

III. DISTRICT RESPONSIBILITIES

- A. District shall provide one (1) 10-foot by 10-foot space in the Exhibit Hall for Contractor to utilize on demonstration days.
- B. District shall provide one (1) table and ten (10) folding chairs in booth for Contractor use.
- C. District shall provide signage for Contractor's booth.
- D. District shall provide up to eight (8) admission and four (4) parking credentials for use on June 27, 2026. Number of credentials offered by District shall be non-negotiable.

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

25-1234

GL ACCOUNT NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTOR NAME

Charity Wings, Inc.

2. The term of this Agreement is:

START DATE

06/20/2026

THROUGH END DATE

06/21/2026

3. The maximum amount of this Agreement is:

\$0.00 Zero Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits | Title | Pages |
|-----------|--|---------|
| Exhibit A | Scope of Work | 1 |
| Exhibit B | Budget Detail and Payment Provisions | N/A |
| Exhibit C | General Terms and Conditions (GTC 02/2025) | 2 – 6 |
| Exhibit D | Contractor Certification Clauses (CCC 04/2017) | 7 – 10 |
| Exhibit E | Special Terms & Conditions | 11 – 15 |
| Exhibit F | Insurance Requirements | 16 – 19 |

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Charity Wings, Inc.

CONTRACTOR BUSINESS ADDRESS

P.O. Box 60471

CITY

San Diego

STATE

CA

ZIP

92166

PRINTED NAME OF PERSON SIGNING

Jennifer SWT Chapin

TITLE

Chief Executive Officer

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Rebecca Bartling

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051.a. 1

**EXHIBIT A
SCOPE OF WORK**

I. SERVICES OVERVIEW

- A. Charity Wings, Inc., hereinafter referred to as Contractor, agrees to provide to the 22nd District Agricultural Association, hereinafter referred to as District, with services as described herein.
- B. Contractor shall provide button making and bookmark decorating demonstrations, at the 2026 San Diego County Fair (SDCF).
- C. The project representatives during the term of this Agreement will be:

| 22nd District Agricultural Association | | Contractor | |
|--|--|-------------------|--|
| Name: | Judith Toepel, Manager Agriculture and Education | Name: | Jennifer JWT Chapin, Chief Executive Officer |
| Address: | 2260 Jimmy Durante Boulevard Del Mar, California 92014 | Address: | P.O. Box 60471 San Diego, California 92014 |
| Phone: | (858) 308-2216 | Phone: | (858) 523-8536 |
| Email: | jtoepel@sdfair.com | Email: | jchapin22@gmail.com |

Parties may change their Project Representative upon providing ten (10) business days' written notice to the other party. Said changes shall not require an Amendment to this Agreement.

II. CONTRACTOR RESPONSIBILITIES

- A. Contractor shall provide button making and bookmark decorating demonstrations for Home Arts and Hobbies in the Exhibit Hall, at the SDCF, June 20 and 21, 2026.
 - 1. Contractor shall provide all materials necessary for button making and bookmark decorating demonstrations.
 - 2. Contractor shall provide button making and bookmark decorating demonstrations from 1:00 p.m. to 4:00 p.m. on June 20 and 21, 2026.
- B. Contractor may provide a free craft to SDCF patrons.
- C. Contractor shall set-up booth space each day beginning at 11:00 a.m.
- D. Contractor shall teardown booth space each day beginning at 4:30 p.m.

III. DISTRICT RESPONSIBILITIES

- A. District shall provide one (1) 10-foot by 10-foot space in the Exhibit Hall for Contractor to utilize on demonstration days.
- B. District shall provide one (1) table and ten (10) folding chairs in booth for Contractor use.
- C. District shall provide signage for Contractor's booth.
- D. District shall provide up to three (3) admission and one (1) parking credential each day to Contractor. Number of credentials offered by District shall be non-negotiable.

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-1274

GL ACCOUNT NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTOR NAME

Joey's Wings Foundation

2. The term of this Agreement is:

START DATE

06/10/2026

THROUGH END DATE

07/05/2026

3. The maximum amount of this Agreement is:

\$0.00 Zero Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits | Title | Pages |
|-----------|--|---------|
| Exhibit A | Scope of Work | 1 – 2 |
| Exhibit B | Budget Detail and Payment Provisions | N/A |
| Exhibit C | General Terms and Conditions (GTC 02/2025) | 3 – 7 |
| Exhibit D | Contractor Certification Clauses (CCC 04/2017) | 8 – 11 |
| Exhibit E | Special Terms & Conditions | 12 – 16 |
| Exhibit F | Insurance Requirements | 17 – 20 |

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Joey's Wings Foundation

CONTRACTOR BUSINESS ADDRESS
13572 Lopelia Meadows PlaceCITY
San DiegoSTATE ZIP
CA 92130PRINTED NAME OF PERSON SIGNING
Kathy LiuTITLE
President & Founder

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY ADDRESS
2260 Jimmy Durante BoulevardCITY
Del MarSTATE ZIP
CA 92014PRINTED NAME OF PERSON SIGNING
Rebecca BartlingTITLE
Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)
FAC §4051.a. 1

**EXHIBIT A
SCOPE OF WORK**

I. SERVICES OVERVIEW

- A. Joey's Wings Foundation, hereinafter referred to as Contractor, agrees to provide to the 22nd District Agricultural Association, hereinafter referred to as District, with services as described herein.
- B. Contractor shall provide origami crane demonstrations, at the 2026 San Diego County Fair (SDCF).
- C. The project representatives during the term of this Agreement will be:

| 22nd District Agricultural Association | | Contractor | |
|--|--|-------------------|--|
| Name: | Judith Toepel, Manager Agriculture and Education | Name: | Kathy Liu, President & Founder |
| Address: | 2260 Jimmy Durante Boulevard Del Mar, California 92014 | Address: | 13572 Lopelia Meadows Place San Diego, California 92130 |
| Phone: | (858) 308-2216 | Phone: | (352) 538-2155 |
| Email: | jtoepel@sdfair.com | Email: | kathy@joeywings.org |

Parties may change their Project Representative upon providing ten (10) business days' written notice to the other party. Said changes shall not require an Amendment to this Agreement.

II. CONTRACTOR RESPONSIBILITIES

- A. Contractor shall provide origami crane demonstrations for Home Arts and Hobbies in the Exhibit Hall, at the SDCF, June 10 through July 5, 2026.
 - 1. Contractor shall provide all materials necessary for origami crane demonstrations.
 - 2. Contractor shall provide origami crane demonstrations from 11:00 a.m. to 6:00 p.m., June 10 through July 5, 2026
- B. Contractor may provide a free craft to SDCF patrons.
- C. Contractor shall set-up booth space between the hours of 10:30 a.m. and 11:00 a.m. on June 10, 2026.
- D. Contractor shall teardown booth space at 6:30 p.m. on July 5, 2026.
- E. Contractor acknowledges that District may provide overnight storage as an act of cooperativeness at the District's discretion.
 - 1. Contractor shall be solely responsible for the safety and security of materials.
 - 2. Contractor shall store materials at Contractor's own risk and not hold the District responsible or liable or the loss of any or all materials.

III. DISTRICT RESPONSIBILITIES

- A. District shall provide one (1) 8-foot by 8-foot space in the Exhibit Hall for Contractor to utilize on demonstration days.

EXHIBIT A
SCOPE OF WORK

- B. District shall provide one (1) table and two (2) folding chairs in booth for Contractor use.
- C. District may provide one (1) storage space for overnight storage of Contractor's small plastic bin.
- D. District shall provide signage for Contractor's booth.
- E. District shall provide up to eighty (80) admission and twenty (20) parking credentials to Contractor. Number of credentials offered by District shall be non-negotiable.

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-1275

GL ACCOUNT NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTOR NAME

The Machine Knitters' Guild of San Diego

2. The term of this Agreement is:

START DATE

06/07/2026

THROUGH END DATE

06/14/2026

3. The maximum amount of this Agreement is:

\$0.00 Zero Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits | Title | Pages |
|-----------|--|---------|
| Exhibit A | Scope of Work | 1 – 2 |
| Exhibit B | Budget Detail and Payment Provisions | N/A |
| Exhibit C | General Terms and Conditions (GTC 02/2025) | 3 – 7 |
| Exhibit D | Contractor Certification Clauses (CCC 04/2017) | 8 – 11 |
| Exhibit E | Special Terms & Conditions | 12 – 16 |
| Exhibit F | Insurance Requirements | 17 – 20 |

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

The Machine Knitters' Guild of San Diego

CONTRACTOR BUSINESS ADDRESS

1638 Hawk View Drive

CITY

Encinitas

STATE

CA

ZIP

92024

PRINTED NAME OF PERSON SIGNING

Betty Lively

TITLE

Coordinator

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Rebecca Bartling

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051.a. 1

The Machine Knitters' Guild of San Diego
EXHIBIT A
SCOPE OF WORK

Agreement Number: 26-1275
Page 1 of 20

I. SERVICES OVERVIEW

- A. The Machine Knitters' Guild of San Diego, hereinafter referred to as Contractor, agrees to provide to the 22nd District Agricultural Association, hereinafter referred to as District, with services as described herein.
- B. Contractor shall provide machine knitting demonstrations, at the 2026 San Diego County Fair (SDCF).
- C. The project representatives during the term of this Agreement will be:

| 22nd District Agricultural Association | Contractor |
|--|---|
| Name: Judith Toepel, Manager Agriculture and Education | Name: Betty Lively, Coordinator |
| Address: 2260 Jimmy Durante Boulevard Del Mar, California 92014 | Address: 1638 Hawk View Drive Encinitas, California 92024 |
| Phone: (858) 308-2216 | Phone: (858) 292-8071 |
| Email: jtoepel@sdfair.com | Email: blively2015@gmail.com |

Parties may change their Project Representative upon providing ten (10) business days' written notice to the other party. Said changes shall not require an Amendment to this Agreement.

II. CONTRACTOR RESPONSIBILITIES

- A. Contractor shall provide machine knitting demonstrations for Home Arts and Hobbies in the Exhibit Hall, at the SDCF, June 10 through 14, 2026.
 - 1. Contractor shall provide all materials and equipment necessary for machine knitting demonstrations.
 - 2. Contractor shall provide machine knitting demonstrations from 11:00 a.m. to 6:00 p.m., June 10 through 14, 2026.
- B. Contractor may provide a free craft to SDCF patrons.
- C. Contractor shall set-up booth space beginning at 12:00 p.m. on June 7, 2026.
- D. Contractor shall teardown booth space beginning at 6:30 p.m. on June 14, 2026.
- E. Contractor acknowledges that District is providing overnight storage as an act of cooperativeness.
 - 1. Contractor shall be solely responsible for the safety and security of materials.
 - 2. Contractor shall store materials at Contractor's own risk and not hold the District responsible or liable or the loss of any or all materials.

III. DISTRICT RESPONSIBILITIES

- A. District shall provide one (1) 16-foot by 8-foot space in the Exhibit Hall for Contractor to utilize on demonstration days.

- B. District shall provide two (2) tables and three (3) folding chairs in booth for Contractor use.
- C. District shall provide one (1) storage space for overnight storage of Contractor's materials.
- D. District shall provide power to Contractor's booth.
- E. District shall provide signage for Contractor's booth.
- F. District shall provide up to fifty-four (54) admission and twenty (20) parking credentials to Contractor. Number of credentials offered by District shall be non-negotiable.

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-1276

GL ACCOUNT NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTOR NAME

Misti Washington Gourd and Basket Guild

2. The term of this Agreement is:

START DATE

06/11/2026

THROUGH END DATE

06/25/2026

3. The maximum amount of this Agreement is:

\$0.00 Zero Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits | Title | Pages |
|-----------|--|---------|
| Exhibit A | Scope of Work | 1 |
| Exhibit B | Budget Detail and Payment Provisions | N/A |
| Exhibit C | General Terms and Conditions (GTC 02/2025) | 2 – 6 |
| Exhibit D | Contractor Certification Clauses (CCC 04/2017) | 7 – 10 |
| Exhibit E | Special Terms & Conditions | 11 – 15 |
| Exhibit F | Insurance Requirements | 16 – 19 |

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Misti Washington Gourd and Basket Guild

CONTRACTOR BUSINESS ADDRESS

28953 Raintree Drive

CITY

Menifee

STATE

CA

ZIP

92584

PRINTED NAME OF PERSON SIGNING

Marsha Orr

TITLE

Coordinator

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Rebecca Bartling

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051.a. 1

EXHIBIT A
SCOPE OF WORK

I. SERVICES OVERVIEW

- A. Misti Washington Gourd and Basket Guild, hereinafter referred to as Contractor, agrees to provide to the 22nd District Agricultural Association, hereinafter referred to as District, with services as described herein.
- B. Contractor shall provide basket weaving demonstrations, at the 2026 San Diego County Fair (SDCF).
- C. The project representatives during the term of this Agreement will be:

| 22nd District Agricultural Association | | Contractor | |
|--|--|-------------------|--|
| Name: | Judith Toepel, Manager Agriculture and Education | Name: | Marsha Orr, Coordinator |
| Address: | 2260 Jimmy Durante Boulevard Del Mar, California 92014 | Address: | 28953 Raintree Drive Menifee, California 92584 |
| Phone: | (858) 308-2216 | Phone: | (714) 321-2439 |
| Email: | jtoepel@sdfair.com | Email: | marshaorr@fullerton.edu |

Parties may change their Project Representative upon providing ten (10) business days' written notice to the other party. Said changes shall not require an Amendment to this Agreement.

II. CONTRACTOR RESPONSIBILITIES

- A. Contractor shall provide basket weaving demonstrations for Home Arts and Hobbies in the Exhibit Hall, at the SDCF, on June 11, 18, and 25, 2026.
 - 1. Contractor shall provide all materials necessary for basket weaving demonstrations.
 - 2. Contractor shall provide gourd and basket demonstrations from 1:00 p.m. to 4:00 p.m. on June 11, 18, and 25, 2026.
- B. Contractor may provide a free craft to SDCF patrons.
- C. Contractor shall set-up booth space between the hours of 10:30 a.m. and 11:00 a.m. each day.
- D. Contractor shall teardown booth space between 4:00 p.m. and 4:30 p.m. each day.

III. DISTRICT RESPONSIBILITIES

- A. District shall provide one (1) 10-foot by 10-foot space in the Exhibit Hall for Contractor to utilize on each demonstration day.
- B. District shall provide one (1) table and ten (10) folding chairs in booth for Contractor use each demonstration day.
- C. District shall provide up to a total of nine (9) admission and six (6) parking credentials to Contractor. Number of credentials offered by District shall be non-negotiable.

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-1278

GL ACCOUNT NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTOR NAME

Silvergate Lacers

2. The term of this Agreement is:

START DATE

06/07/2026

THROUGH END DATE

07/07/2026

3. The maximum amount of this Agreement is:

\$0.00 Zero Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits | Title | Pages |
|-----------|--|---------|
| Exhibit A | Scope of Work | 1 – 2 |
| Exhibit B | Budget Detail and Payment Provisions | N/A |
| Exhibit C | General Terms and Conditions (GTC 02/2025) | 3 – 7 |
| Exhibit D | Contractor Certification Clauses (CCC 04/2017) | 8 – 11 |
| Exhibit E | Special Terms & Conditions | 12 – 16 |
| Exhibit F | Insurance Requirements | 17 – 20 |

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Silvergate Lacers

CONTRACTOR BUSINESS ADDRESS

16833 Pinata Drive

CITY

San Diego

STATE

CA

ZIP

92128

PRINTED NAME OF PERSON SIGNING

Linda Knott

TITLE

Coordinator

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Rebecca Bartling

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051.a. 1

**EXHIBIT A
SCOPE OF WORK**

I. SERVICES OVERVIEW

- A. Silvergate Lacers, hereinafter referred to as Contractor, agrees to provide to the 22nd District Agricultural Association, hereinafter referred to as District, with services as described herein.
- B. Contractor shall provide lace making demonstrations, at the 2026 San Diego County Fair (SDCF).
- C. The project representatives during the term of this Agreement will be:

| 22nd District Agricultural Association | Contractor |
|--|---|
| Name: Judith Toepel, Manager Agriculture and Education | Name: Linda Knott, Coordinator |
| Address: 2260 Jimmy Durante Boulevard Del Mar, California 92014 | Address: 16833 Pinata Drive San Diego, California 92128 |
| Phone: (858) 308-2216 | Phone: (858) 395-1833 |
| Email: jtoepel@sdfair.com | Email: lacknot@gmail.com |

Parties may change their Project Representative upon providing ten (10) business days' written notice to the other party. Said changes shall not require an Amendment to this Agreement.

II. CONTRACTOR RESPONSIBILITIES

- A. Contractor shall provide lace making demonstrations for Home Arts and Hobbies in the Exhibit Hall, at the SDCF, June 10 through July 5, 2026.
 - 1. Contractor shall provide all materials necessary for lace making demonstrations.
 - 2. Contractor shall provide lace making demonstrations from 11:00 a.m. to 6:00 p.m., June 10 through July 5, 2026.
- B. Contractor may provide a free craft to SDCF patrons.
- C. Contractor shall set-up booth space beginning at 12:00 p.m. on June 7, 2026.
- D. Contractor shall teardown booth space beginning at 12:00 p.m. on July 7, 2026.
- E. Contractor acknowledges that District may provide overnight storage as an act of cooperativeness.
 - 1. Contractor shall be solely responsible for the safety and security of materials.
 - 2. Contractor shall store materials at Contractor's own risk and not hold the District responsible or liable for the loss of any or all materials.

III. DISTRICT RESPONSIBILITIES

- A. District shall provide one (1) 8-foot by 8-foot space in the Exhibit Hall for Contractor to utilize on demonstration days.
- B. District shall provide one (1) table and three (3) folding chairs in booth for Contractor use.

EXHIBIT A
SCOPE OF WORK

Silvergate Lacers
Agreement Number: 26-1278
Page 2 of 20

- C. District may provide one (1) storage space for overnight storage of Contractor's materials.
- D. District shall provide signage for Contractor's booth.
- E. District shall provide up to eighty-six (86) admission and forty-six (46) parking credentials to Contractor. Number of credentials/badges offered by District shall be non-negotiable.

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-1279

GL ACCOUNT NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTOR NAME

Visions Museum of Textile Art

2. The term of this Agreement is:

START DATE

06/10/2026

THROUGH END DATE

07/02/2026

3. The maximum amount of this Agreement is:

\$0.00 Zero Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits | Title | Pages |
|-----------|--|---------|
| Exhibit A | Scope of Work | 1 |
| Exhibit B | Budget Detail and Payment Provisions | N/A |
| Exhibit C | General Terms and Conditions (GTC 02/2025) | 2 – 6 |
| Exhibit D | Contractor Certification Clauses (CCC 04/2017) | 7 – 10 |
| Exhibit E | Special Terms & Conditions | 11 – 15 |
| Exhibit F | Insurance Requirements | 16 – 19 |

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Visions Museum of Textile Art

CONTRACTOR BUSINESS ADDRESS

2825 Dewey Road, Suite 100

CITY

San Diego

STATE

CA

ZIP

92106

PRINTED NAME OF PERSON SIGNING

Barbara Dodson

TITLE

Coordinator

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Rebecca Bartling

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051.a. 1

**EXHIBIT A
SCOPE OF WORK**

I. SERVICES OVERVIEW

- A. Visions Museum of Textile Art, hereinafter referred to as Contractor, agrees to provide to the 22nd District Agricultural Association, hereinafter referred to as District, with services as described herein.
- B. Contractor shall provide show and tell world crafting demonstrations, at the 2026 San Diego County Fair (SDCF).
- C. The project representatives during the term of this Agreement will be:

| 22nd District Agricultural Association | | Contractor | |
|--|--|-------------------|---|
| Name: | Judith Toepel, Manager Agriculture and Education | Name: | Barbara Dodson, Coordinator |
| Address: | 2260 Jimmy Durante Boulevard Del Mar, California 92014 | Address: | 2825 Dewey Road, Suite 100 San Diego, California 92106 |
| Phone: | (858) 308-2216 | Phone: | (408) 398-6046 |
| Email: | jtoepel@sdfair.com | Email: | bedodson1@aol.com |

Parties may change their Project Representative upon providing ten (10) business days' written notice to the other party. Said changes shall not require an Amendment to this Agreement.

II. CONTRACTOR RESPONSIBILITIES

- A. Contractor shall provide show and tell world crafting demonstrations for Home Arts and Hobbies in the Exhibit Hall, at the SDCF, June 10 and July 2, 2026.
 - 1. Contractor shall provide all materials necessary for show and tell world crafting demonstrations.
 - 2. Contractor shall provide show and tell world crafting demonstrations from 11:00 a.m. to 4:00 p.m., June 10 and July 2, 2026
- B. Contractor may provide a free craft to SDCF patrons.
- C. Contractor shall set-up booth space between the hours of 10:30 a.m. and 11:00 a.m. on June 10 and July 2, 2026.
- D. Contractor shall teardown booth space at 4:30 p.m. on June 10 and July 2, 2026.

III. DISTRICT RESPONSIBILITIES

- A. District shall provide one (1) 10-foot by 10-foot space in the Exhibit Hall for Contractor to utilize on demonstration days.
- B. District shall provide one (1) table and ten (10) folding chairs in booth for Contractor use.
- C. District shall provide power and signage for Contractor's booth.
- D. District shall provide a pre-determined number of admission credentials, parking credentials and/or badges to Contractor. Number of credentials and/or badges offered by District shall be non-negotiable.

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-1280

GL ACCOUNT NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTOR NAME

Maile Miyake Studio

2. The term of this Agreement is:

START DATE

06/19/2026

THROUGH END DATE

06/21/2026

3. The maximum amount of this Agreement is:

\$0.00 Zero Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits | Title | Pages |
|-----------|--|---------|
| Exhibit A | Scope of Work | 1 – 2 |
| Exhibit B | Budget Detail and Payment Provisions | N/A |
| Exhibit C | General Terms and Conditions (GTC 02/2025) | 3 – 7 |
| Exhibit D | Contractor Certification Clauses (CCC 04/2017) | 8 – 11 |
| Exhibit E | Special Terms & Conditions | 12 – 16 |
| Exhibit F | Insurance Requirements | 17 – 20 |

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Maile Miyake Studio

CONTRACTOR BUSINESS ADDRESS

1516 Sunrise Drive

CITY

Vista

STATE

CA

ZIP

92084

PRINTED NAME OF PERSON SIGNING

Maile Miyake Studio

TITLE

Owner

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Rebecca Bartling

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051.a. 1

**EXHIBIT A
SCOPE OF WORK**

I. SERVICES OVERVIEW

- A. Maile Miyake Studio, hereinafter referred to as Contractor, agrees to provide to the 22nd District Agricultural Association, hereinafter referred to as District, with services as described herein.
- B. Contractor shall provide Hawaiian Linocut demonstrations, at the 2026 San Diego County Fair (SDCF).
- C. The project representatives during the term of this Agreement will be:

| 22nd District Agricultural Association | | Contractor | |
|--|--|-------------------|--|
| Name: | Judith Toepel, Manager Agriculture and Education | Name: | Maile Miyake, Owner |
| Address: | 2260 Jimmy Durante Boulevard Del Mar, California 92014 | Address: | 1516 Sunrise Drive Vista, California 92084 |
| Phone: | (858) 308-2216 | Phone: | (808) 693-9326 |
| Email: | jtoepel@sdfair.com | Email: | maile.artwork@gmail.com |

Parties may change their Project Representative upon providing ten (10) business days' written notice to the other party. Said changes shall not require an Amendment to this Agreement.

II. CONTRACTOR RESPONSIBILITIES

- A. Contractor shall provide Hawaiian Linocut demonstrations for Home Arts and Hobbies in the Exhibit Hall, at the SDCF, June 19, 20, and 21, 2026.
 - 1. Contractor shall provide all materials necessary for Hawaiian Linocut demonstrations.
 - 2. Contractor shall provide Hawaiian Linocut demonstrations from 11:00 a.m. to 4:30 p.m., June 19, 20, and 21, 2026.
- B. Contractor may provide a free craft to SDCF patrons.
- C. Contractor shall set-up booth space each day between the hours of 10:30 a.m. and 11:00 a.m.
- D. Contractor shall teardown booth space each day beginning at 4:30 p.m.
- E. Contractor acknowledges that District may provide overnight storage as an act of cooperativeness.
 - 1. Contractor shall be solely responsible for the safety and security of materials.
 - 2. Contractor shall store materials at Contractor's own risk and not hold the District responsible or liable or the loss of any or all materials.

III. DISTRICT RESPONSIBILITIES

- A. District shall provide one (1) 8-foot by 8-foot space in the Exhibit Hall for Contractor to utilize on demonstration days.

EXHIBIT A
SCOPE OF WORK

Maile Miyake Studio
Agreement Number: 26-1280
Page 2 of 20

- B. District shall provide one (2) table and three (3) folding chairs in booth for Contractor use.
- C. District may provide one (1) storage space for overnight storage of Contractor's materials at District's discretion.
- D. District shall provide signage for Contractor's booth.
- E. District shall provide a pre-determined number of admission credentials, parking credentials and/or badges to Contractor. Number of credentials and/or badges offered by District shall be non-negotiable.

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-1282

GL ACCOUNT NUMBER

540100-60

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTOR NAME

Darryl R. Swanson dba Darryl Swanson Art.com

2. The term of this Agreement is:

START DATE

06/26/2026

THROUGH END DATE

06/26/2026

3. The maximum amount of this Agreement is:

\$300.00 Three Hundred Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits | Title | Pages |
|-----------|--|---------|
| Exhibit A | Scope of Work | 1 |
| Exhibit B | Budget Detail and Payment Provisions | 2 |
| Exhibit C | General Terms and Conditions (GTC 02/2025) | 3 – 7 |
| Exhibit D | Contractor Certification Clauses (CCC 04/2017) | 8 – 11 |
| Exhibit E | Special Terms & Conditions | 12 – 16 |
| Exhibit F | Insurance Requirements | 17 – 20 |
| Exhibit G | Preventing Storm Water Pollution | 21 |

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Darryl R. Swanson dba Darryl Swanson Art.com

CONTRACTOR BUSINESS ADDRESS

4202 Lovett Lane

CITY

La Mesa

STATE

CA

ZIP

91941

PRINTED NAME OF PERSON SIGNING

Darryl R. Swanson

TITLE

Teaching Artist

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Rebecca Bartling

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051.a. 1

**EXHIBIT A
SCOPE OF WORK**

I. SERVICES OVERVIEW

- A. Darryl R. Swanson doing business as Darryl Swanson Art.com, hereinafter referred to as Contractor, agrees to provide to the 22nd District Agricultural Association, hereinafter referred to as District, with services as described herein.
- B. Contractor shall provide a demonstration, instruction, and judging for the Youth Plein Air Contest, at the 2026 San Diego County Fair (SDCF).
- C. The project representatives during the term of this Agreement will be:

| 22nd District Agricultural Association | | Contractor | |
|--|--|-------------------|--|
| Name: | Judith Toepel, Manager Agriculture and Education | Name: | Darryl R. Swanson, Teaching Artist |
| Address: | 2260 Jimmy Durante Boulevard Del Mar, California 92014 | Address: | 4202 Lovett Lane La Mesa, California 91941 |
| Phone: | (858) 308-2216 | Phone: | (619) 251-5765 |
| Email: | jtoepel@sdfair.com | Email: | dswanret@protonmail.com |

Parties may change their Project Representative upon providing ten (10) business days' written notice to the other party. Said changes shall not require an Amendment to this Agreement.

II. CONTRACTOR RESPONSIBILITIES

- A. Contractor shall provide a demonstration, instruction, and judging for the Youth Plein Air Contest at Fairview Farm, for the SDCF, on June 26, 2026.
 - 1. Contractor shall provide all materials necessary for demonstrations.
 - 2. Contractor shall provide a painting demonstration, instruction, and contest judging from 12:30 p.m. to 4:00 p.m. on June 26, 2026.
- B. Contractor shall set-up booth space between 11:30 a.m. and 12:30 p.m. on June 26, 2026.
- C. Contractor shall remove personal items from booth space beginning at 4:00 p.m. on June 26, 2026.

III. DISTRICT RESPONSIBILITIES

- A. District shall provide one (1) space in Fairview Farm for Contractor to utilize on June 26, 2026.
- B. District shall provide necessary tables and folding chairs for Contractor use.
- C. District shall provide signage for Contractor's booth.
- D. District shall provide all necessary materials for participating artists.
- E. District shall provide one (1) admission and one (1) parking credential to Contractor.

FORM F-31
Revised 8/19

**FAIRTIME AND INTERIM EVENT
RENTAL AGREEMENT**

THIS RENTAL AGREEMENT ("Agreement") is by and between the 22nd District Agricultural Association, ("Association"), commonly known as the San Diego County Fair, ("Fairgrounds"), and Green Means Give, ("Renter"). Association and Renter may be referred to individually as "Party" or collectively as "Parties."

1. Association hereby grants to the Renter the right to occupy the space known as Community Corner located on the Fairgrounds at 2260 Jimmy Durante Boulevard, Del Mar, California 92014, ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.
2. The terms of this Agreement begin on July 1, 2026 and end on July 2, 2026. Renter shall ensure booth is open to the public from 11:00 a.m. to 7:00 p.m. daily. 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 the Renter took possession.
3. The purposes of the occupancy shall be limited to increasing awareness of organizations and causes that support children in San Diego, including brochures and promotional giveaways, and shall be for no other purpose whatsoever.
4. Association shall provide Renter the following for the purposes of occupancy: 10-foot x 10-foot festival tent booth, one (1) 8-foot table with table cover, two (2) chairs, Exhibit Access Passes, and free parking on days the booth is staffed.
5. Renter shall pay \$60.00 for the items and services provided in Provision 4.
6. Renter acknowledges that the Association's Fairgrounds may be required at any time to open as an evacuation center, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter's use, 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.
7. Association shall have the right to access Premises at any time, with or without notice to Renter.
8. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any workers' compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
9. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

10. No Renter will be allowed to open until compliance with all preliminary requirements set forth herein have been satisfied.
11. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises, for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
12. All temporary tents or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without written pre-approval of the Association, and only if removal of the fixture may be affected without injury to the Premises.
13. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc. prior to event.
14. 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 right 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the carnival or the carnival area.
15. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
16. Association will furnish necessary janitorial service for all aisles, streets, roads and areas used by the public, but Renter must, at Renter's own expense, keep the Premises and adjacent areas properly arranged and clean. All booths must be clean, all coverings removed, and the booth ready for business each day at least fifteen (15) minutes before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
17. 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 if written permission has been granted by Association.
18. Renter may market Renter's non-profit business and must provide some type of Association patron interaction. Interaction may be a game, activity or other Association approved interaction, that is entertaining and educational to the patron. Renter agrees that there will be no games, gambling or

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.

19. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
20. Association may provide watchman service, which will provide for reasonable protection of the property of Renter; however, Association shall not be responsible for loss or damage to the property of Renter.
21. 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 earlier termination of this Agreement.
22. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
23. All safety orders of the State of California's Division of Occupational Safety and Health, Department of Industrial Relations must be strictly observed.
24. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
25. 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 thirty (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.
26. 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 an officer, employee or agent of Association.
27. 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 insure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
28. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
29. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understandings

or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon either of the Parties.

30. 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.

31. Renter shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement and incorporated by these references:

- a. Exhibit A: Insurance Requirements
- b. Exhibit B: Workers' Compensation Exempt Statement
- c. Exhibit C: Preventing Storm Water Pollution

32. 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.

Green Means Give
8058 Sitio Toledo
Carlsbad, California 92009

22nd District Agriculture Association
2260 Jimmy Durante Boulevard
Del Mar, California 92014

Signature

Signature

Bennett Cannis, Founder / Director
Printed Name, Title

Rebecca Bartling, Chief Executive Officer
Printed Name, Title

Date

Date

Email: bennettcannis@gmail.com
Phone: (858) 761-5206
Account #: 490100-60

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-1283

GL ACCOUNT NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTOR NAME

San Diego Scrap Society LLC

2. The term of this Agreement is:

START DATE

06/13/2026

THROUGH END DATE

06/20/2026

3. The maximum amount of this Agreement is:

\$0.00 Zero Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits | Title | Pages |
|-----------|--|---------|
| Exhibit A | Scope of Work | 1 |
| Exhibit B | Budget Detail and Payment Provisions | N/A |
| Exhibit C | General Terms and Conditions (GTC 02/2025) | 2 – 6 |
| Exhibit D | Contractor Certification Clauses (CCC 04/2017) | 7 – 10 |
| Exhibit E | Special Terms & Conditions | 11 – 15 |
| Exhibit F | Insurance Requirements | 16 – 19 |

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

San Diego Scrap Society LLC

CONTRACTOR BUSINESS ADDRESS

7774 Camino Gloria

CITY

San Diego

STATE

CA

ZIP

92122

PRINTED NAME OF PERSON SIGNING

Jennifer Chinn

TITLE

Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Rebecca Bartling

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051.a. 1

**EXHIBIT A
SCOPE OF WORK**

I. SERVICES OVERVIEW

- A. San Diego Scrap Society LLC, hereinafter referred to as Contractor, agrees to provide to the 22nd District Agricultural Association, hereinafter referred to as District, with services as described herein.
- B. Contractor shall provide junk journaling demonstrations, at the 2026 San Diego County Fair (SDCF).
- C. The project representatives during the term of this Agreement will be:

| 22nd District Agricultural Association | Contractor |
|--|---|
| Name: Judith Toepel, Manager Agriculture and Education | Name: Jennifer Chinn, Manager |
| Address: 2260 Jimmy Durante Boulevard Del Mar, California 92014 | Address: 7774 Camino Gloria San Diego, California 92122 |
| Phone: (858) 308-2216 | Phone: (858) 735-2056 |
| Email: jtoepel@sdfair.com | Email: sd.scrapociety@gmail.com |

Parties may change their Project Representative upon providing ten (10) business days' written notice to the other party. Said changes shall not require an Amendment to this Agreement.

II. CONTRACTOR RESPONSIBILITIES

- A. Contractor shall provide junk journaling demonstrations for Home Arts and Hobbies in the Exhibit Hall, at the SDCF, June 13 and 20, 2026.
 - 1. Contractor shall provide all materials necessary for junk journaling demonstrations.
 - 2. Contractor shall provide junk journaling demonstrations from 5:00 p.m. to 7:00 p.m., June 13 and 20, 2026.
- B. Contractor may provide a free craft to SDCF patrons.
- C. Contractor shall set-up booth space beginning at 4:00 p.m. each demonstration day.
- D. Contractor shall teardown booth space beginning at 7:30 p.m. each demonstration day.

III. DISTRICT RESPONSIBILITIES

- A. District shall provide one (1) 16-foot by 8-foot space in the Exhibit Hall for Contractor to utilize on demonstration days.
- B. District shall provide two (2) tables and twenty (20) folding chairs in booth for Contractor use.
- C. District shall provide power to Contractor's booth.
- D. District shall provide signage for Contractor's booth.
- E. District shall provide up to sixteen (16) admission and four (4) parking credentials to Contractor. Number of credentials/badges offered by District shall be non-negotiable.