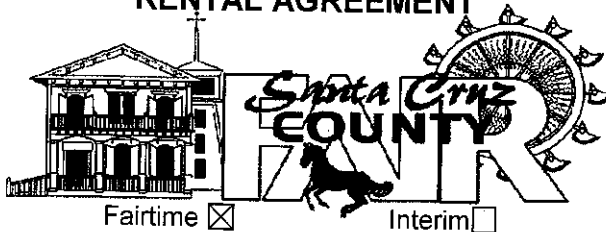


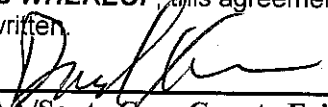
### RENTAL AGREEMENT



**THIS AGREEMENT** by and between the Santa Cruz County Fair/14<sup>th</sup> District Agricultural Association (DAA), hereinafter called the Association, and Brass Ring Amustments, Inc. hereinafter called the Renter, **WITNESSETH:**

1. **THAT WHEREAS**, the Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association premises beginning on September 1, 2014 and ending on September 30, 2016, with an option of 2017, 2018 and 2019.
2. **NOW, THEREFORE**, Association hereby grants to the renter the right to occupy the space(s) described below for the purposes hereinafter set forth, subject to the terms and conditions of this agreement: Rental of the 14<sup>th</sup> District Agricultural Association's carnival areas for annual fairs for years 2014 through 2016, with an option of 2017, 2018 and 2019
3. The purposes of occupancy shall be limited to: Operation of carnival rides, games, concessions as set forth in this Agreement and shall be for no other purposes whatsoever.
4. Renter agrees to pay to Association for the rights and privileges hereby granted the amounts and in the manner set forth below: See attached financial proposal which is incorporated herein and made a part of this Agreement.
5. Renter agrees to pay fees required by Association for: see attached financial proposal and to guarantee the payment of:
  - a) Any money which may be payable to Association under this agreement;
  - b) Any damage to Association property; and utility charges, if any;
  - c) Removal of all property and the leaving of the premises in a condition satisfactory to Association.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to 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.
8. Renter further agrees that he/she will not sell, exchange or barter, or permit his/her employees to sell, exchange or barter, any permits issued to renter or his/her employees hereunder.
9. It is mutually agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. 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 hereto.
11. The "Rules and Regulations" printed on pages 2 and 3 of this document are incorporated herein and made a part of this agreement. Renter agrees that he/she has read this agreement and the said "Rules and Regulations" and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event renter fails to comply in any respect with the terms of this agreement and the "Rules and Regulations" referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: The CFSA Insurance Statement (if applicable) is attached and incorporated into this agreement. Attached standard contracts and conditions and insurance statement are incorporated herein and made a part of this agreement. The District's RFP, dated April 4, 2014 and Brass Ring's complete proposal are on file at the 14<sup>th</sup> DAA Office and the Dept of Food and Agriculture and the Div of Fairs and Expositions Office in Sacramento and are incorporated herin by reference and made a part of this agreement
14. This agreement is not binding upon association until it has been duly accepted and signed its authorized representative, and approved (if required) by the Department of Food and Agriculture, Division of Fairs & Expositions, and the Department of General Services.

**IN WITNESS WHEREOF**, this agreement has been executed, by and on behalf of the parties hereto, the day and year first above written.

X   
 14<sup>th</sup> DAA/Santa Cruz County Fair  
 Dave Kegebein, Manager  
 2601 East Lake Avenue  
 Watsonville, CA 95076

X \_\_\_\_\_, Renter  
 Harry Mason, CEO  
 Brass Ring Amusements  
 970 Fair Oaks Blvd. Ste J  
 Fair Oaks, CA 95628

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct his/her business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
3. All buildings, tents, or enclosures erected under the terms of the "Rental Agreement" shall have the prior approval of Association and local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Upon request, renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Upon request, renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the "Rental Agreement" according to all the rules and requirements of the State Department of Health Services 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 said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privileges provided in the "Rental Agreement", and that any and all exclusives granted renter shall not include the carnival and the carnival area.
7. Renter will cause to be posted 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 under the "Rental Agreement"; the size of said sign, manner and place of posting to be approved by Association.
8. 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 concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by renter within or outside his/her space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his/her patrons or to other concessionaires or exhibitors and 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 within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his/her space in which money is used as a prize or premium, and that he/she will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. 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.
11. Renter is entirely responsible for the space allotted to renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the space allotted to renter, reasonable wear and tear and damage from causes beyond renter's control excepted.
12. 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.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by renter must be removed from the buildings and grounds by renter, at his/her own expense, not later than a date specified by Association. It is understood in the event of renter's failure to vacate said premises as herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of renter to remove and store the concession and all other material of any nature whatsoever, at the renter's risk and expense, and renter shall reimburse Association for expenses thus incurred.
14. No renter will be permitted to sell or dispose of anywhere on the fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Association authorizes renter in writing and unless he/she holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial relations must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This "Rental Agreement" shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least **30 days** next 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.
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
20. The parties hereto agree that renter, and any agents and employees of renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this agreement and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

**AGREEMENT SUMMARY**  
STD 215 (Rev 4/2002)

AGREEMENT NUMBER <b>2014-11</b>	AMENDMENT NUMBER
------------------------------------	------------------

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME <b>Brass Ring Amusements</b>	2. FEDERAL I.D. NUMBER
--	------------------------

3. AGENCY TRANSMITTING AGREEMENT <b>Santa Cruz County Fair</b>	4. DIVISION, BUREAU, OR OTHER UNIT <b>14<sup>th</sup> District Agriculture Association</b>	5. AGENCY BILLING CODE
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6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?

NO       YES (If YES, enter prior contractor name and Agreement Number)

**Brass Rings Amusements**  
**R2009-69**

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES  
**Operation of carnival rides, games and concession.**

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)  
**Contractor agrees to provide and operate carnival rides, games and concessions at the Santa Cruz County Fair located on the fairgrounds at 2601 East Lake Avenue, Watsonville, CA 95076 for years 2014, 2015, 2016, with an option for years 2017, 2018 and 2019. Payment to Santa Cruz County Fair will be made according to the terms attached.**

10. PAYMENT TERMS (More than one may apply.)

MONTHLY FLAT RATE       QUARTERLY       ONE -TIME PAYMENT       PROGRESS PAYMENT

ITEMIZED INVOICE       WITHHOLD \_\_\_\_\_ %       ADVANCED PAYMENT NOT TO EXCEED

REIMBURSEMENT/REVENUE      \$ \_\_\_\_\_ or \_\_\_\_\_ %

OTHER (Explain) **Payment to Santa Cruz County Fair according to terms attached.**

11. PROJECTED EXPENDITURES FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
					\$
					\$
					\$

OBJECT CODE      AGREEMENT TOTAL \$

OPTIONAL USE      AMOUNT ENCUMBERED BY THIS DOCUMENT \$

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.      PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$

ACCOUNTING OFFICER'S SIGNATURE       DATE SIGNED      TOTAL AMOUNT ENCUMBERED TO DATE \$

12. AGREEMENT	TERM		TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
	From	Through		
Original	2014	2019	Total cumulative guarantee shall not be less than \$80,000 for ea. yr from 2104-2018 and \$85,000 for ea. yr 2017-2019	Bid
Amendment No. 1			\$	
Amendment No. 2			\$	
Amendment No. 3			\$	
<b>TOTAL</b>			\$	

(Continue)

**AGREEMENT SUMMARY**

STD. 215 (Rev 04/2002)

## 13. BIDDING METHOD USED:

- REQUEST FOR PROPOSAL (RFP)  INVITATION FOR BID (IFB)  USE OF MASTER SERVICE AGREEMENT  
*(Attach justification if secondary method is used)*
- SOLE SOURCE CONTRACT  EXEMPT FROM BIDDING  OTHER *(Explain)*  
*(Attach STD. 821)* *(Give authority for exempt status)*

NOTE: *Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached*

14. SUMMARY OF BIDS *(List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)*

Brass Ring Amusements, 2014 Guarantee = \$81,000; 2015 Guarantee = \$82,500; 2016 Guarantee = \$83,500  
 2017 Guarantee = \$85,500; 2018 Guarantee = \$86,500; 2019 Guarantee = \$87,000

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) *(If an amendment, sole source, or exempt, leave blank)*

N/A

## 16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

N/A

17. JUSTIFICATION FOR CONTRACTING OUT *(Check one)*

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.  Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.

*Justification:*

Contracting out to provide carnival services.

18. FOR AGREEMENTS IN EXCESS OF \$5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING?

- NO  YES  N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?

- NO  YES  N/A

20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?

- NO  YES  NONE ON FILE  N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

- A. CONTRACTOR CERTIFICATION CLAUSES  NO  YES  N/A  
 B. STD. 204, VENDOR DATA RECORD  NO  YES  N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED

- NO  YES  N/A

23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? *(If an amendment, explain changes, if any)*

- NO *(Explain below)*  YES *(If YES complete the following)*

DISABLED VETERAN BUSINESS ENTERPRISES: \_\_\_\_\_ % OF AGREEMENT

- Good faith effort documentation attached if 3% goal is not reached.

- We have determined that the contractor has made a sincere good faith effort to meet the goal.

*Explain:*

24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR?

- NO  YES *(Indicate Industry Group)*

SMALL BUSINESS REFERENCE NUMBER


25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN ONE YEAR? *(If YES, provide justification)*

- NO  YES

Due to the type of services to be provided by Brass Ring Amusements, it is more feasible to establish an agreement for a Period longer than one year.

**I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.**

SIGNATURE/TITLE



MANAGER

DATE SIGNED

7-25-14

**FINANCIAL PROPOSAL BID FORM**  
**PERCENTAGE VS. GUARANTEE**

**INFORMATION:**

Money offers will be accepted based on the contractor paying the Fair a percentage of the gross receipts from the operation of rides and shows combined with a flat fee for food concession stands, and games.

The total sum of Food Concession Stands, Games, Rides & Shows to be paid to the Fair per year shall not be less than a stated guarantee.

- 2014-2016: Ride Gross = not less than 40%  
Food Concessions = not less than \$500 per concession  
Games = not less than \$300 per game  
Total cumulative guarantee shall not be less than \$80,000.
- 2017-2019: Ride Gross = not less than 40%  
Food Concessions = not less than \$500 per concession  
Games = not less than \$300 per game  
Total cumulative guarantee shall not be less than \$85,000

**FORMULA:**

Percentage of ride gross plus food concessions plus games (total cumulative not less than the minimum guarantee) = financial offer

2014 Guarantee 81,000.00

2015 Guarantee 82,500.00

2016 Guarantee 83,500

Sub Total 247,000.00

2017 Guarantee 85,500.00

2018 Guarantee 86,500.00

2019 Guarantee 87,000.00

Sub Total 259,000.00

Total 506,000.00



**PROPOSAL:**

Bidder offers to pay the following to the Fair:

2014:   40   % of ride gross  
  500   per Food Concession  
  300   per Game  
vs.  81,000  guarantee

2017:  40   % of ride gross  
 500   per food concession  
 300   per game  
vs.  85,500  guarantee

2015:  40   % of ride gross  
  500   per Food Concession  
  300   per Game  
vs.  82,500  guarantee

2018:  40   % of ride gross  
 500   per food concession  
  300   per game  
vs.  86,500  guarantee

2016:  40   % of ride gross  
  500   per Food Concession  
  300   per Game  
vs.  83,500  guarantee

2017:  40   % of ride gross  
 500   per food concession  
  300   per game  
vs.  87,000  guarantee

All bidders must fill in the following information and sign this form in order for the "Financial Proposal Bid Form" to be considered.

Brass Ring Amusements Inc.

(916) 947-1268

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
TELEPHONE NUMBER

9700 Fair Oaks Blvd. Ste. J

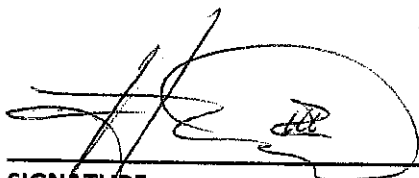
Fair Oaks, CA 95628

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY/ZIP CODE

Bidder certifies to the Fair that bidder has thoroughly familiarized him/herself with the fair facilities and accepts all reasonable disclosed risks in submitting this proposal that a prudent review of the facility would have revealed.

By signing this "Financial Proposal Bid Form," the bidder certified that he/she has read and understood the RFP package including the information regarding bid protests. Further, bidder certifies that the information provided by the bidder is accurate, true, and correct, and not intended to mislead the Fair in any manner.

  
\_\_\_\_\_  
SIGNATURE

CEO

\_\_\_\_\_  
TITLE

