County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE
713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
http://cao.co.la.ca.us

DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE BRATHWAITE BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

July 1, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

FACILITY USE LICENSE CONTRACT WITH THE LOS ANGELES COUNTY FAIR ASSOCIATION (FAIRPLEX) IN POMONA, CALIFORNIA FOR THE LOS ANGELES COUNTY PUBLIC AUCTION OF TAX-DEFAULTED PROPERTY (FIRST) (3 VOTES)

JOINT RECOMMENDATION WITH THE COUNTY TREASURER AND TAX COLLECTOR THAT YOUR BOARD:

1. Approve a facility use license contract with the Los Angeles County Fair Association (Association) for the use by the Los Angeles County Treasurer and Tax Collector of Building 5 at the Los Angeles County Fairgrounds in Pomona (Fairplex) in order to conduct a Public Auction Sale of Tax-Defaulted Property Subject to the Power of Sale.

2. Instruct the Chief Administrative Officer (CAO) or his designee to execute the facility use license contract for August 11, 2003 and authorize payment in the amount of $8,200 for the use of the facility.

3. Authorize the CAO or his designee to execute any other documents necessary to effect payment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to enable the Los Angeles County Treasurer and Tax Collector to conduct a tax sale authorized by Board of Supervisors Resolution adopted May 20, 2003.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Recovery of delinquent taxes is consistent with the County's Strategic Plan for Fiscal Responsibility (Goal 4). Additionally, providing an adequate and comfortable place to conduct the auction is in compliance with the plan's goal for providing accessibility and quality services to the public (Goal 1).

FISCAL IMPACT

The attached Facility Use License Contract reflects a rental charge of $5,902 for the use of the building. The remaining balance of $2,298 will be used to pay for set-up and rental charges for tables and chairs. Accordingly the County will incur a one-time cost of $8,200 in order to provide adequate space to conduct a public auction of tax-defaulted property that will enable the Treasurer and Tax Collector to recover back property taxes, penalties and costs on delinquent parcels.

The 2003-04 budget for Rent Expense has sufficient appropriation available to pay for this license, and will be reimbursed by the Treasurer and Tax Collector.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In implementing Section 3361 of the Revenue and Taxation Code, approximately 3,350 tax-defaulted properties will be offered for sale to an anticipated group of more than 2,000 bidders. The list of tax-defaulted properties was published in an approved local paper with the highest circulation in the geographic area in which the properties are located. Board approval of the facility use license contract is required.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The site selected to conduct this sale should enhance the sale of the various delinquent properties by providing adequate space to accommodate an anticipated group of 2,000 bidders.

CONCLUSION

It is requested that the Board of Supervisors approve the attached facility use license contract, authorize payment of $8,200 to the Los Angeles County Fairgrounds, and authorize the Chief Administrative Officer or his designee to execute the contract.

Respectfully submitted,

DAVID E. JANSSEN
Chief Administrative Officer

MARK J. SALADINO
Treasurer and Tax Collector

DEJ:CWW
CB:MLT:cc

Attachment

c: County Counsel
Auditor-Controller
Treasurer and Tax Collector

FAIRPLEX
P.O. Box 2250 • Pomona, CA 91769-2250
(909) 623-3111 • Fax (909) 623-9599

FACILITY USE LICENSE CONTRACT

Contract Number: 3097
Contract Date: April 03, 2003

This contract is between Fairplex, Los Angeles County Fair Association, hereinafter, called "Fairplex," and L.A. County Treasurer-Tax Collector 440 Hall of Administration 500 W. Temple Street, Los Angeles CA 90012 hereinafter, known as "Licensee."

Fairplex grants to Licensee permission to use Buildings or Structures, "(Facilities)" and parking lot or Fairgrounds "(Areas)" inserted below on the date(s) and hours specified below in accordance with the terms and conditions of this contract.

Event Name: County of Los Angeles,Treasurer & Tax Collector
Type of Event: Private Event
Facilities or Areas: See Page 6

LICENSEE INFORMATION

Name of Licensee: L.A. County Treasurer-Tax Collector
Address: 440 Hall of Administration 500 W. Temple Street Los Angeles CA 90012
Business Phone: 213/974-2108 FAX: 213/687-4857
Name of Contact Person: Henry Roman
Address: 440 Hall of Administration 500 W. Temple Street Los Angeles CA 90012
Phone/Cellular Phone: Pager No.:
Email address:

TERMS AND CONDITIONS OF CONTRACT

1. **PAYMENT**. Licensee agrees to pay Fairplex, the Event Use Charges for the Facilities and/or Areas used and/or percentage of gross receipts, where applicable, including any Extraordinary Charges for Services and/or Equipment provided by Fairplex. **All checks returned for non-sufficient funds will be charged a minimum fee of $50.00.**

   Licensee agrees to pay Fairplex the Event Use Charges in accordance with the following Payment Schedule:

   PAYMENT SCHEDULE (SEE PAGE 6):

   a. First Payment: THIS PAYMENT IS NON-REFUNDABLE. An Event is considered "Booked" only after Fairplex has signed the Contract and the First Payment has been paid by the Licensee. No advertising or promotion of the Event shall begin until the Contract has been signed by Fairplex and the Licensee's First Payment has been paid. **A late fee will be assessed in the event that this payment is not made in full by the due date (See Item #2).**
   b. Second Payment. Fairplex reserves the right to cancel the Event if this payment is not made on the due date. THIS PAYMENT IS NON-REFUNDABLE. **A late fee will be assessed in the event that this payment is not made in full by the due date (See Item #2).**
   c. Third Payment: Equipment, Insurance and Service charges. THIS PAYMENT MAY BE NON-REFUNDABLE UNDER PARAGRAPH 3b. OF THIS CONTRACT. **A late fee will be assessed in the event that this payment is not made in full by the due date (See Item #2).**

2. **LATE PAYMENT FEE:** Each payment is assigned a mutually agreeable payment due date. In the event that any payment is not received on or before the due date, Licensee agrees to pay a late fee in the amount of 5% of subject payment. Subject penalty is applicable to each payment (A,B,C) separately and is due and payable no later than 30 days prior to the Opening Day of your Event. Failure to pay subject late fee is grounds for termination of subject contract. All payments received prior to cancellation shall be non-refundable.

3. **NON-REFUNDABLE CHARGES**: Liquidated Damagés. If Licensee cancels any event or events covered by this Contract, Licensee agrees to pay Fairplex the following amounts as liquidated damages and not as a penalty, and the parties agree that all amounts paid shall be forfeited as liquidated damages:

   a. If Licensee cancels anytime before or during the Event, Fairplex shall retain the Facility and/or Area Charges paid to Fairplex, and such amount shall constitute liquidated damages.

   b. If Licensee cancels at any time within thirty days before the first day of the Event, and anytime during the Event, Fairplex shall retain all of the Third Payment paid to Fairplex, and such amount shall constitute liquidated damages. The Licensee also agrees to pay any out of pocket costs incurred by Fairplex, including but not limited to, security, skilled crafts, labor, clean-up fee and janitorial, on behalf of the Event covered by this Contract.

4. **SERVICES PROVIDED BY FAIRPLEX WITHOUT COST TO LICENSEE**. Fairplex shall furnish, without cost to Licensee, general overhead lighting, electrical power, water and whatever heating, ventilating or cooling system is normally available in the contracted facility. Fairplex reserves the right to charge for extraordinary electrical usage. All other expenses shall be borne by the Licensee unless specifically provided for in this Contract.

5. **EXTRAORDINARY CHARGES TO BE PAID BY LICENSEE**. The Event Use Charges do not include extraordinary electrical service to booths or exhibit areas, extraordinary security, parking (public and exhibitors), extraordinary janitorial and/or clean-up, extraordinary materials handling or drayage, extraordinary equipment rental and stagehands. As soon as the Extraordinary Charges are determined, Licensee will pay Fairplex the total amount of such Charges within 72 hours of written notification by Fairplex of such Charges.

6. **INSURANCE**. Unless other arrangements are made with Fairplex, Licensee shall furnish, at its own expense, original certificates of insurance to Fairplex, forty-five (45) days prior to the Move-In date. The term of this insurance must be for the duration of the Contract period including Move-In and Move-Out days. Certificate(s) must include the following coverage's:

   a. **Comprehensive general liability insurance, and where appropriate, product liability insurance with limits not less than $1,000,000.00 (One Million Dollars) combined single limit for bodily injury and property damage. Comprehensive general liability insurance certificates and product liability insurance certificates shall name, as <u>additional insured</u>, C & C Concessions, Inc. Fairplex, Los Angeles County Fair & Exposition Complex, Los Angeles County Fair Association, and the County of Los Angeles and their agents officers directors and employees;**
   b. Worker's Compensation insurance and Employer's Liability insurance;
   c. If requested by Fairplex, Automobile Liability insurance with limits not less than $500,000.00 each occurrence combined single limit for bodily injury and property damage, including coverage's for owned, non-owned and hired vehicles, including loading and unloading operations.

Certificate(s) of insurance shall provide that they may not be cancelled without 30 days advance written notice to Fairplex.

Fairplex reserves the right to require other insurance coverage's, as Fairplex deems appropriate for any event.

7. **INDEMNIFICATION**. Licensee agrees to indemnify, hold harmless and defend Fairplex, Los Angeles County Fair & Exposition Complex, Los Angeles County Fair Association, County of Los Angeles, their agents, officers, directors, employees and contractors from and against any and all liabilities, damages, actions, costs, losses, claims and expenses, including attorney's fees, on account of any personal injury, death, damage or loss of property arising out of or resulting from any act, omission, negligence, fault or violation of law or ordinance of Licensee or its employees, agents, sub-contractors, patrons, or invitees or any other person entering the Facilities and/or Areas designated in this Contract with the implied or express permission of Licensee or contributed to by the negligence or fault of any such person or entity. Such indemnification by Licensee shall apply unless such damage or injury results from the intentional misconduct of Fairplex.

8. **WAIVER OF SUBROGATION**. Licensee hereby waives any and every claim which arises or may arise in its favor and against Fairplex, Los Angeles County Fair & Exposition Complex, Los Angeles County Fair Association, County of Los Angeles, their agents, officers, directors and employees during the term of this Contract or any extension or renewal, thereof, for any and all loss, or damage covered by valid and collectible insurance policies, to the extent that such loss or damage is covered under such insurance policies. Such waiver shall be in addition to, and not in derogation of, any other waiver or release contained in this Contract with respect to any loss or damage to property of Licensee. Inasmuch as the waiver will preclude the assignment of any aforesaid claim by the way of subrogation (or otherwise) to an insurance company (or any other person), Licensee is advised to give to each insurance company written notice of the terms of such waiver, and to have insurance policies properly endorsed, if necessary.

9. **DEFAULT**. If Licensee defaults in the performance of any of the terms and conditions of this Contract, or any other contract between Licensee and Fairplex, including payment of charges and maintenance of required insurance in strict accordance with this Contract, then Fairplex, at its option, may immediately terminate this contract by written notice to Licensee, whereupon Licensee's rights and privileges under this Contract shall immediately terminate. Licensee shall be liable for all damages caused by such default, including liquidated damages provided in this Contract.

10. **SUIT TO ENFORCE**. If Fairplex institutes suit or other action against Licensee for collection of any Charges provided for herein or otherwise to enforce to seek damages with respect to a default of Licensee's obligation under this Contract, Fairplex shall be entitled to recover all damages provided by law and, in addition, all costs and reasonable attorneys' fees.

11. **FORCE MAJEURE**. Either party may terminate or suspend its obligations under this Contract if such obligations are delayed, prevented or rendered impractical by any of the following events to the extent such event is beyond the reasonable control of the party whose performance is prevented or rendered impractical: Fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, labor disputes, strikes, war, shortage or inability to obtain materials, supplies or utilities, any law, ordinance, rule or regulation which becomes effective after the date of the execution of this Contract. In any such event such party shall not be liable to the other for delay or failure to perform its obligations, except there shall be a prorata reduction in the consideration which would otherwise be payable or otherwise due under this Contract.

12. **FOOD AND BEVERAGE AND SUNDRY CONCESSIONS.**

   a. C & C Concessions, Inc. has the exclusive right at Fairplex to provide all concession food, alcoholic and non-alcoholic beverages. Licensees, exhibitors, their contractors, patrons or invitees are not allowed to sell any food or beverage items or sample food or beverage items or contract with any food and beverage service organization other than through C & C Concessions, Inc. Prior written permission must be obtained from Fairplex and C & C Concessions, Inc., for distribution of any free food or beverage samples. Concession service includes all sale of foods and beverages other than catering service as defined below.

   b. PHG has the exclusive right at Fairplex to provide sales of film, candy, cigarettes, Tums, aspirin and other sundry items. Licensee's exhibitors, their contractors, patrons or invitees are not allowed to sell or contract for the sale of such sundry items or distribute such items without the prior written consent of Fairplex and PHG.

   c. We will require the Licensee to remove any vendors in violation of A & B above. Failure to do so will result in a penalty of up to $5,000.00 per day, per infraction, payable by Licensee.

13. **CATERING**. Licensee may select a caterer from Fairplex's approved caterer list. Any other caterer desired by Licensee must be approved by Fairplex in writing. All caterers, except those who currently have kitchens on the grounds, must prepare their food off the grounds. Catering is defined as the provision of a full service meal where the patrons are served either at tables or from a buffet line. Ten percent (10%) of all food and beverage charges will be due Fairplex within ten working days of the Event.

14. **NOVELTIES**. Fairplex must be notified regarding novelty sales and a percentage negotiated with Fairplex prior to signing the Facility Use License Contract for the Event. The percentage arrangement is due and will be collected by Fairplex at the end of the Event.

15. **TAXES AND FEES**. Licensee agrees to pay promptly all sales, use, excise and any other taxes and license fees which are required to be paid by Licensee to any governmental authority and that if requested, shall provide evidence of such payment to Fairplex. Local sales tax should be allocated to the City of Pomona.

    Licensee will assume all costs arising from the use of any patented, trademarked, franchised or copyrighted music, materials, device processes or dramatic rights used on or incorporated in the event. Licensee agrees to indemnify, defend and hold Fairplex harmless from any such costs described above.

16. **PARKING**. Fairplex shall retain rights to all parking lot charges and shall have the sole right to determine such charges. Further, Fairplex retains the right to determine event parking areas based on operational considerations. All exhibitor vehicles which are permitted on the grounds for loading and unloading must be removed prior to the opening of an event. Exhibitor parking will be charged at the same rate as the general public.

17. **BROADCAST RIGHTS**. Fairplex reserves all rights and privileges for outgoing television and radio broadcasts originating from the Facilities and/or Areas during the term of the Contract. If Licensee wishes any such rights and privileges it shall request approval in writing from Fairplex in advance of the broadcast date. If Fairplex grants to Licensee any such rights and privileges, it may require Licensee to pay in advance an estimate of Fairplex' related costs and may also require payment for such rights and privileges in addition to such advance payment.

18. **FLOOR PLANS.** Fairplex will provide floor plans (Exhibit Hall only) in order to assist Licensee in determining useable square footage for submittal for the Los Angeles County Fire Department.

19. **FIRE PERMIT**. Licensee shall apply for and obtain Los Angeles County Fire Department approval for any event held in the Facilities and/or Areas. The application form shall be furnished to Licensee by Fairplex and must be returned with five copies of the full and completed floor plan to Fairplex 45 days prior to the event. The floor plan shall include detailed drawings of all exhibit areas, seating plans and entertainment areas. In addition, Licensee must submit information regarding ticket sales locations and projected attendance. Licensee shall obtain the approval of Fairplex and the Los Angeles County Fire Department before proceeding with any event. All events are subject to fire regulations as outlined by Los Angeles County Fire Department. Any permit and/or personnel fees mandated by the Los Angeles County Fire Department must be paid directly to the Los Angeles County Fire Department. Fairplex reserved the right during all events to determine when the maximum capacity of the Facilities and/or Areas has been reached in order to assure free and safe movement.

20. **COMPLIANCE WITH LAWS AND REGULATIONS.** Licensee shall comply with all laws, ordinances and regulations adopted or established by Federal, State or local governmental agencies and with the current Guidelines. Licensee will require that its agents or employees likewise so comply.

21. **PUBLIC SAFETY**. Licensee agrees at all times to conduct Licensee's activities with full regard to public safety, and observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety. Should it become necessary for Fairplex, in its sole judgement, to interrupt any event for reasons of public safety, Licensee will be given extended possession of the Facilities and/or Areas to complete the Event without additional charge provided such extended time does not interfere with another scheduled event. If it is not possible to complete presentation of the Event, all Event Use Charges and Extraordinary Charges shall be paid, forfeited, prorated, or adjusted at the sole discretion of Fairplex and the Licensee hereby waives any claims for resulting damages or compensation from Fairplex.

22. **CONTROL OF BUILDING**. In permitting the use of the Facilities and/or Areas designated in the Contract, duly authorized representatives of Fairplex shall have the unrestricted right to enter the Facilities and/or Areas at any time.

    This Contract does not include any right for Licensee to use or occupy Facilities and/or Areas other than those stipulated herein.

23. **SECURITY**. Fairplex reserves the right to require Licensee, at Licensee's expense, to use Fairplex's designated security and medical aid personnel in order to maintain general order and protection of persons and property at all times during the Event Dates. Staffing levels and schedules shall be determined by Fairplex.

    Licensee shall assume all responsibility for security personnel and for providing all security measures necessary to safeguard show office, display booths, materials and goods held for display or sale in individual booths and personal effects owned or used by Licensee or any of its exhibitors, patrons or invitees. Licensee waives any claim against Fairplex, Los Angeles County Fair & Exposition Complex, Los Angeles County Fair Association, County of Los Angeles, and their agents, officers, directors and contractors for such damage or injury or loss of property.

24. **FAILURE TO VACATE/REMOVAL OF PROPERTY**. Upon the expiration or sooner termination of this Contract, Licensee shall immediately remove all goods, wares, furniture, equipment, merchandise, property structures, booths and debris from the Facility and/or Areas. Any such items not so removed shall be considered abandoned and, at Fairplex's option, may be removed and stored at Licensee's expense or disposed of in any manner Fairplex deems expedient. Licensee hereby waives all claims for damage resulting from such removal, storage or disposal of such items and indemnifies Fairplex from any damages or costs including reasonable attorney's fees resulting from such removal, storage or other disposition.

25. **DAMAGE TO PROPERTY, CLEAN-UP AND REPAIR**. Licensee or Licensee's employees, agents or invitees will not injure, mar, damage, or in any manner deface any Fairplex buildings or property.

    Licensee, or Licensee's agents, employees, or invitees shall not drive, or permit to be driven nails, hooks, tacks, or screws into any part of the surfaces of Fairplex building or property and will not affix or permit to be affixed on any surface, adhesives, tapes, signs, posters, notices, or graphics of any description. Surfaces shall include but are not limited to glass doors, columns, walls, ceiling, floors, windows and Restroom areas. Painting of any kind in the Fairplex Facilities and/or Areas is prohibited. Temporary changes such as the installation or removal of fences, removal or trimming of trees, painting, or equipment relocation must have prior written approval from Fairplex.

    Licensee will pay all costs of repair or replacement resulting from any act(s) or Licensee, Licensee's employees, agents, or invitees attending the Event.

    All Licensees will pay a Clean-up Fee. (Refer to Page 6). Amounts listed on Page 6 are minimums only. Licensee will be responsible for actual cost of clean-up.

    All articles, exhibits, displays and materials shall be brought into Fairplex Facility and/or Area only at entrances and hours designated by Fairplex. Fairplex shall not be obligated to accept delivery of Licensee's property addressed to Licensee at the Facilities and/or Areas unless Fairplex has agreed in advance in writing. Fairplex shall not be liable for damage to such property and Licensee shall indemnify and hold harmless Fairplex for and against any loss or damage to such property.

26. **OBSTRUCTIONS**. No portion of the sidewalks, ramps, entries, doors, corridors, passageways, hallways, stairways, aisles or driveways shall be impeded by Licensee or their agents, employees, contractors or invitees, or used by any of them for the purpose other than ingress or egress from the premises. Access to public utilities, fire hose cabinets, heating and air conditioning vents, lighting fixtures, fire hose or fire extinguishers and fire prevention water sprinkler systems, shall not be covered or obstructed at any time by Licensee or their agents, employees, contractors, patrons or invitees.

27. **ABANDONMENT OR VACATION OF FACILITIES**. If any part of the Facilities and/or Areas covered by this Contract is vacated or is not used by Licensee, Fairplex may offer such Facilities and/or Areas to others. In such event, all Event Use Charges received from others shall belong to Fairplex.

28. **ASSIGNMENT OR SUBLETTING**. Licensee shall not assign, sublet or transfer this Contract or any of Licensee's rights or interests therein, without prior written approval from Fairplex.

MISCELLANEOUS

29. **HEADINGS**. The headings used in this Contract are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Contract nor the intent of any provision thereof.

30. **NOTICES**. Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing, sent by registered or certified mail or personally delivered, as follows:

MAIL TO:	**DELIVER TO:**
FAIRPLEX	FAIRPLEX
Sales and Events Department	1101 West McKinley Avenue
P.O. Box 2250	Pomona, CA
Pomona, CA 91769-2250	91768

Licensee
Mail to: the address designated on page 1 of this Contract.
Deliver to: the Facility and/or Area during the Event.
The addresses for the purposes of this paragraph may be changed by giving written notice of such change in the manner provided herein for giving notice. Unless and until written notice is received, the last address stated herein shall be deemed to continue in effect for all purposes hereunder.

31. **NON-DISCRIMINATION**. Licensee agrees not to discriminate against any employee or any applicant for employment because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin and further agrees not to discriminate for the same aforementioned reasons against any person or persons in connection with admission, services or privileges offered to or enjoyed by the general public.

32. **EVENT GUIDELINES**. The Fairplex Event Guidelines and the Fairplex Fire and Safety Rules and Regulations are hereby incorporated into this Contract by reference. Copies of such Guidelines and Rules have been provided and Licensee acknowledges receipt thereof. Fairplex reserves the right to change such Guidelines and Rules in writing from time to time and will provide Licensee with any changed Guidelines or Rules which shall be binding upon Licensee.

33. **ENTIRE AGREEMENT**. Except as provided in Paragraph 32, this document contains the complete and exclusive agreement between the parties, and it is intended to be a final expression of their agreement. No promise, representation, warranty or covenant not included in this document has been or is relied upon by any party. Each party has relied upon its own examination of this Contract and the provisions thereof, the counsel of its own advisors and the warranties, representation, and covenants expressly contained in the Contract. No modification or amendment of this Contract shall be in force or effect unless in writing executed by all parties hereto.

34. **APPROVAL OF CONTRACT**. It is agreed that this Contract will not be in force until it has been signed by both parties.

Event Information

Event Name:	County of Los Angeles,Treasurer & Tax Collector	**Contract No:**	3097
Contact Person:	Henry Roman	**Phone:**	
Event Dates:	08/11/03 - 08/12/03	**Hours:**	8:00 AM - 12:00 PM

Facility Usage	Date-Time	Usage
Building 5	08/10/03 8:00 AM - 5:00 PM	Move In
Building 5	08/11/03 8:00 AM - 5:00 PM	Event
Building 5	08/12/03 8:00 AM - 12:00 PM	Event
Building 5	08/12/03 12:01 PM - 5:00 PM	Move Out
Building 5	08/13/03 8:00 AM - 12:00 PM	Move Out

Admission Prices: Adult: NC Seniors: NC Child: NC

Parking Area: Gate 14 and Hotel @ Prevailing Rates. Projected Attendance: 2500

Concessions

Concessions

C&C Concessions

Event Use Charges

Facility and/or Area Charges	Date-Time	Activity	Actual
NC MI/MO Building 5	08/10/03 8:00 AM - 5:00 PM	Move In	0.00
ER per day Building 5	08/11/03 8:00 AM - 5:00 PM	Event	2,250.00
ER per day Building 5	08/12/03 8:00 AM - 12:00 PM	Event	2,250.00
NC MI/MO Building 5	08/12/03 12:01 PM - 5:00 PM	Move Out	0.00
NC MI/MO Building 5	08/13/03 8:00 AM - 12:00 PM	Move Out	0.00
		Total:	**4,500.00**

Payment Schedule	Due Date	Amount
First Payment	04/16/03	2,250.00
Second Payment	06/11/03	2,250.00
	Total:	**4,500.00**

Equipment, Insurance, and/or Service Charges

Description	Units	Rate	Actual
Fire Permit - up to 5000 attend	1.00 EA	35.00 EVT	35.00
Clean Up Fee, Not Building 4	1.00 EA	300.00 EVT	300.00
Waste Disposal Fee	1.00 EA	125.00 EVT	125.00
General Janitorial	20.00 HR	15.50 EVT	310.00
EMS	13.00 HR	24.00 EVT	312.00
Security	20.00 HR	16.00 EVT	320.00
		Total:	**1,402.00**

Payment Schedule	Due Date	Amount
Estimate Equipment Charges	07/11/03	1,402.00
	Total:	**1,402.00**
	Total	**5,902.00**

I HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS CONTRACT, THE FAIRPLEX EVENT GUIDELINES AND THE FAIRPLEX FIRE AND SAFETY RULES;

LICENSEE		**FAIRPLEX**	
By	_____	By	_____
Title	_____	Title	Director of Sales
Date	_____	Date	_____

INVOICE No. 111936

FAIRPLEX

L.A. County Fair, Hotel & Exposition Complex

P.O. BOX 2250 • POMONA, CA 91769
TEL: (909) 623-3111 FAX: (909) 865-3602

DATE: 6/04/03

TO: Mary Tranckino
County of Los Angeles
Chief Administrative Office
222 So. Hill St 3rd Floor
Los Angeles CA. 90012

TERMS: DUE AND PAYABLE UPON RECEIPT OF INVOICE

DESCRIPTION	CHARGES	CREDITS	BALANCE
10 Tables @ N/C (Fairplex to provide)			
2000 Chairs @ .95 each = $1,900.00			
Tax on chairs @ 8.25% = $ 156.75			
Delivery/Set up Charge = $ 150.00			
Total Charge $2,206.75			$2.206.75
TOTAL			$2,206.75

FINANCE CHARGE will be assessed on balances remaining unpaid 30 ys from date on invoice computed at a periodic rate of 1-1/2% per nth which is an ANNUAL PERCENTAGE RATE OF 18%.