

ADDENDUM A

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

S20-43

PURCHASING AUTHORITY NUMBER (If Applicable)

02015

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

CONTRACTING AGENCY NAME

15th District Agricultural Association dba Kern County Fair

CONTRACTOR NAME

Speeda Sound, Inc.

2. The term of this Agreement is:

START DATE

Monday, September 14, 2020

THROUGH END DATE

Wednesday, October 2, 2024

3. The maximum amount of this Agreement is:

Five (5) year total of \$754,000.00, (2020 - \$149,500.00; 2021 - \$149,500.00; 2022 - \$151,000.00; Option Year 1 2023 - \$152,000.00; Option Year 2 2024 - \$152,000.00, upon satisfactory completion of the terms and conditions of this agreement.

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 | 1 | |
| Exhibit C | Workers' Compensation Exempt Statement | 1 | |
| + - | Exhibit E | Insurance Requirements | 2 |
| + - | | CCC-307 - Certification | 4 |
| + - | | Payee Data Record | 1 |
| + - | * | GTC 307 - General Terms and Conditions | |

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.)

Speeda Sound, Inc.

CONTRACTOR BUSINESS ADDRESS

4740 N. Sonora Avenue

CITY

Fresno

STATE

CA

ZIP

93722

PRINTED NAME OF PERSON SIGNING

Mike King

TITLE

Owner

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

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PURCHASING AUTHORITY NUMBER (If Applicable)

02015

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

15th District Agricultural Association dba Kern County Fair

CONTRACTING AGENCY ADDRESS

1142 South P Street

CITY

Bakersfield

STATE

CA

ZIP

93307

PRINTED NAME OF PERSON SIGNING

Michael Olcott

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Entertainment - 69000-75-1600

2020 EXHIBIT "A"

SCOPE OF WORK

The 15th District Agricultural Association (hereinafter referred to as "State" or "Fair") and **SPEEDA SOUND**, (hereinafter referred to as "Contractor") hereby agree to the following:

1. Contractor herein agrees to provide the 15th District Agricultural Association with Fairtime Sound Systems, Equipment, Service Personnel, and related sound entertainment services, as set forth in RFP#20-01 "2020, 2021 and 2022 Fairtime Sound System With Two (2) One (1) Year Options for 2023 and 2024", dated April 23, 2020, which is incorporated herein, by this reference, and made a part of this agreement, on the grounds of the 15th District Agricultural Association, unless otherwise coordinated with Fair Management. The tentative tear-down and set-up dates are as follows:

2020 Kern County Fair

Set-up will begin on Monday, September 14, and must be completed by Friday, September 18, 2020, unless otherwise mutually coordinated with Fair Management.*

Tear-down will begin on Sunday, October 4, and must be completed by Wednesday, October 7, 2020, unless otherwise mutually coordinated with Fair Management.*

2021 Kern County Fair

Set-up will begin on Monday, September 13, and must be completed by Friday, September 17, 2021, unless otherwise mutually coordinated with Fair Management.*

Tear-down will begin on Sunday, October 3, and must be completed by Wednesday, October 6, 2021, unless otherwise mutually coordinated with Fair Management.*

2022 Kern County Fair

Set-up will begin on Monday, September 12 and must be completed by Friday, September 16, 2022, unless otherwise mutually coordinated with Fair Management.*

Tear-down will begin on Sunday, October 2, and must be completed by Wednesday, October 5, 2022, unless otherwise mutually coordinated with Fair Management.*

2023 Kern County Fair (Option Year One - If picked up)

Set-up will begin on Monday, September 11, and must be completed by Friday, September 15, 2023, unless otherwise mutually coordinated with Fair Management.*

Tear-down will begin on Sunday, October 1, and must be completed by Wednesday, October 4, 2023, unless otherwise mutually coordinated with Fair Management.*

2024 Kern County Fair (Option Year Two - If picked up)

Set-up will begin on Monday, September 9, and must be completed by Friday, September 13, 2024, unless otherwise mutually coordinated with Fair Management.*

Tear-down will begin on Sunday, September 29, and must be completed by Wednesday, October 2, 2024, unless otherwise mutually coordinated with Fair Management.*

*The Kern County Fair reserves the right to change the set-up dates and tear-down dates for each respective year, by coordinating with Contractor.

The 15th District Agricultural Association reserves the right to allow Sound Contractor to remove sound systems from certain stages earlier than the close of Fair on final Sunday, in accordance with the type of entertainment booked at the various stages, as coordinated with Grounds Entertainment Coordinator and Fair Management.

2. The Contractor's submitted "Financial Proposal Bid Form", dated April 23, 2020, shall be on file at the 15th District Agricultural Association, 1142 South "P" Street, Bakersfield, CA 93307-3950 and at the Division of Fairs and Expositions, 1010 Hurley Way, Suite #200, Sacramento, CA 95825. Said attached documents are incorporated herein, by reference, and made a part of this agreement
3. The Contractor's Technical documents "Sound Systems, Equipment & Services For The 2020, 2021, 2022, 2023 and 2024 Kern County Fairs", are incorporated herein, by this reference, and made a part of this agreement.

4. **LIVESTOCK EVENT INFORMATION**

Special Horse Events Scheduled must be set up by 12:00 Noon, unless otherwise mutually coordinated with Dawn Stornetta, Livestock Supervisor and/or Fair Management, with a show time of 7:00 pm, each respective day, on the following days:

Monday, September 28, 2020;
Monday, September 27, 2021;
Monday, September 26, 2022;
Monday, September 25, 2023;
Monday, September 23, 2024.

Flying U Rodeo, Inc. P.R.C.A. Events must be set up by 12:00 Noon, unless otherwise mutually coordinated with Cotton Rosser, Coordinator (530) 713-3940, and/or Fair Management, with a show time of 7:30 pm, each respective day, on the following days:

Friday, October 2 & Saturday, October 3, 2020;
Friday, October 1 & Saturday, October 2, 2021;
Friday, September 30 & Saturday, October 1, 2022;
Friday, September 29 & Saturday, September 30, 2023;
Friday, September 27 & Saturday, September 28, 2024.

Flying U Rodeo, Inc., Fiesta Day Rodeo must be set up by 12:00 Noon, unless otherwise mutually coordinated with Cotton Rosser, Coordinator (530) 713-3940, and/or Fair Management, with a show time of 6:00 pm, each respective day, on the following days:

Sunday, October 4, 2020;
Sunday, October 3, 2021;
Sunday, October 2, 2022;
Sunday, October 1, 2023;
Sunday, September 29, 2024.

5. **ADDITIONAL SOUND SYSTEMS, EQUIPMENT, DEVICES, ETC. (BACKLINE)** Emergency Sound Systems, Equipment, Personnel, devices, etc. requested by any of the Kern County Fair's Performing Artist/Entertainers, will be placed on a Purchase Order, only after the approval of Fair's Chief Executive Officer, Michael G. Olcott.*

*The Fair reserves the right to bid out emergency sound systems, equipment, etc., instead of using Contractor, when time allows.

6. **SOUND TECHNICIANS**

Contractor agrees to provide experienced sound technicians on-site daily to secure their equipment and to monitor and/or supervise the operation of their equipment, at each respective stage or area, for the duration of the 2020, 2021, 2022 Kern County Fair, and if picked up, Option Years #1 and #2, for the 2023 and 2024 Kern County Fairs.

Failure to supply adequate experienced sound technicians, may result in the Fair hiring additional experienced sound technicians and deducting the payment for these additional experienced sound technicians from monies due Contractor.

Contractor must provide two-way radios for at least one of their sound technicians at each stage site and/or area, in order to maintain radio communication between all the stages and to troubleshoot sound problems immediately. Said radios will be at the sole expense of Contractor, and will have at least one channel in common with the two-way radios used by the Kern County Fair Staff, and are not to be cell phone two-ways.

Contractor must clearly identify "Sound TechnicianS" with the proper "logo" of their company on their shirts or hats.

7. **CONTACT PERSON**

Contractor must designate a contact person to be on-site during Fair operating hours (not after close of Fair each night). Contractor must designate a person who can be reached via phone twenty-four (24) hours a day beginning:

Monday, September 21, through Sunday, October 4, 2020 for the 2020 Kern County Fair.

Monday, September 20, through Sunday, October 3, 2021 for the 2021 Kern County Fair.

Monday, September 19, through Sunday, October 2, 2022 for the 2022 Kern County Fair.

Monday, September 18, through Sunday, October 1, 2023 for the 2023 Kern County Fair.

Monday, September 16, through Sunday, September 29, 2024 for the 2024 Kern County Fair.

The 15th District Agricultural Association/Kern County Fair reserves the right to require the owner-operator of the sound company to be on-site, during the full run of the 2020-2021-2022-2023-2024 Kern County Fairs, immediately upon request.

8. **ADDITIONAL SOUND SYSTEMS/EQUIPMENT/SERVICES**

Contractor must have the capability to provide – on short notice – emergency specialized rental equipment such as band gear, stage gear, instruments, grand pianos, upgraded sound systems/equipment, etc., upon request of Fair Management

If entertainers request additional sound equipment and services, etc. it must be approved by Fair's Chief Executive Officer and authorized on a Fair Purchase Order ~ only then shall Contractor provide additional sound equipment and services, etc. to the entertainers.

PAYMENT BY FAIR SHALL **NOT** BE MADE FOR ADDITIONAL SOUND EQUIPMENT AND SERVICES, ETC., REQUESTED BY ENTERTAINERS, UNLESS APPROVED BY THE KERN COUNTY FAIR'S CHIEF EXECUTIVE OFFICE AND WRITTEN ON A FAIR PURCHASE ORDER

THE 15TH DISTRICT AGRICULTURAL ASSOCIATION/KERN COUNTY FAIR RESERVES THE RIGHT TO CANCEL ADDITIONAL SOUND EQUIPMENT AND SERVICES IN THE EVENT THAT PERFORMING ARTIST(S)/ENTERTAINER(S) DECIDE TO BRING THEIR EQUIPMENT, ETC. THE FAIR SHALL NOT BE HELD FINANCIALLY RESPONSIBLE FOR PAYMENT FOR SOUND SYSTEMS, INSTRUMENTS, ETC., NOT ORDERED BY THE FAIR AND NOT USED AND/OR REQUIRED BY ARTISTS.

9. **OUTSIDE PROMOTERS**

In the event the 15th District Agricultural Association/Kern County Fair rents the Main Grandstand Arena to an outside promoter during the 2020-2021-2022-2023-2024 Kern County Fairs, said outside promoter has the right to bring in their own stage, sound system, lighting system, stage crew, technicians, etc., for their event, at their own cost. If the outside promoter wants to use any of Fair's Contractors for their Main Grandstand event, said outside promoter is responsible for paying Fair's Contractor direct for equipment and services provided for their event.

The Fair is not financially responsible for sound, lights, equipment rentals, technicians, and services ordered by "outside promoters" for their events.

10. **CANCELLATION OF SOUND SYSTEMS/EQUIPMENT SERVICES**

The 15th District Agricultural Association/Kern County Fair reserves the right to cancel/decrease the number of sound systems, amps, microphones, speakers, etc. in this contract, for the 2020-2021-2022-2023-2024 Kern County Fairs.

The 15th District Agricultural Association/Kern County Fair will not be held financially liable or responsible for sound systems and/or equipment canceled prior to installation on the grounds of the 15th District Agricultural Association/Kern County Fair.

11. **DEFACEMENT OF PROPERTY**

Contractor shall not injure, mar or in any manner deface the premises, and shall not cause or permit anything to be done whereby the premises shall be in any manner injured, marred, damaged, or defaced. This will apply to the driving of nails, placement of hooks, tacks or screws or alterations of any kind to the premises without express approval of Association's Maintenance Superintendent.

Contractor further agrees if the premises are damaged by the act, accident, default or negligence of Contractor or Contractors agents, sub-contractors, employees, members, guests, participants, contestants, contenders, or Associations employees acting on behalf of Contractor, said Contractor shall be held financially responsible to repair all damage done to the premises and will pay to the Association upon demand such funds as shall be necessary to restore the premises to their original condition. Contractor is notified herewith that funds for such estimated repairs shall be withheld by Association from monies due Contractor until such repairs are completed and property is restored.

The premises includes all facilities, equipment, buildings, grandstands, and all other personal property and real property of the 15th District Agricultural Association/Kern County Fair.

12. DAMAGE TO CONTRACTOR'S PROPERTY

Damage occurring to Contractor's property (sound systems, radios, and/or equipment), while on the grounds of the 15th DAA, must be reported to Fair Management immediately – and prior to – removal of said damaged property from the Fairgrounds.

13. ABANDONED SOUND SYSTEMS, WIRING, HORNS, EQUIPMENT, ETC.

Any sound equipment, wiring, horns, etc., left on the grounds of the 15th District Agricultural Association/Kern County Fair, 30 days or more after the close of the 2020-2021-2022-2023-2024 Kern County Fairs, shall be considered abandoned property and said abandoned property shall become the sole and separate property of the 15th District Agricultural Association, unless otherwise agreed by Fair Management ~ **IN WRITING.**

14. LICENSES AND SAFETY

Contractor must have the appropriate licenses, as required by Local and State laws to operate a business in the State of California.

Contractor must be in compliance with any and all health and safety laws in order to insure the highest level of safety for his/her employees, the general public, animals, contractors, horse show exhibitors, and Fair employees. Contractor shall at all times make safety its number one concern.

15. BUSINESS AND PROFESSIONAL WORK ETHIC

Contractor must practice good business and professional work ethic, Concrete Management Philosophies, and policies to ensure professional behavior during the execution of this contract. Sound Technicians and other sound company employees must always perform in such a manner that enhances the Fair in the eyes of Fair patrons/visitors, performing artist/entertainers, show participants, and back stage visitors.

Contractor's employees should always be properly uniformed and clearly identified with name badges and sound company's logo on their shirt/uniform. Uniforms, Hats, or T-Shirts (with logos) must be clean and pressed prior to their arrival on the Fairgrounds each morning.

16. FULL RUN OF FAIR

"Full run of Fair" pertains to Fair operating hours during the twelve days of Fair. Fair's lighting, sound, staging, and tent Contractors are not authorized to stay on the Fairgrounds after the close of Fair each evening for an overnight stay or security sleepover. Contractor must perform in a professional manner and provide himself/herself, his/her staff, his/her technicians, etc., with "housing accommodations", off the Fairgrounds after the close of Fair each day/evening.

17. SOUND SYSTEM SPECIFICATIONS FOR THE KERN COUNTY FAIR

The scope of work to be performed by Contractor, terms and conditions, sound systems, equipment, services, band gear, etc, as set forth under Sound System Specifications For The Kern County Fair, in RFP #20-01, on Page 18 through Page 28, are incorporated herein and made a part of this agreement.

18. INVOICE FOR PAYMENT

Payment for services rendered by Contractor shall be made in full, upon satisfactory completion of the terms and conditions of this contract and submittal of an invoice/bill itemizing the applicable amount due for the 2020, 2021, 2022, 2023, and 2024 Kern County Fairs, which includes any additional equipment and services provided with Purchase Order numbers noted, as set forth in RFP#20-01.

19. TERMINATION CLAUSE

The performance of this Agreement is subject to termination without liability by either party upon the occurrence, or upon the prediction by the National Oceanic and Atmospheric Administration, any agency of the United States Government, or any agency of the Government of the State of California of the occurrence of any circumstance beyond the control of either party - including, without limitation, act of God, war, acts of terrorism within a fifty (50) mile radius of Kern County Fairgrounds and Event Center facility, government regulations, disaster, pandemic/epidemic illness, strikes or threat of strikes (except that neither party may terminate this Agreement for situations involving that party's own employees), civil disorder, or curtailment of transportation facilities - to the extent that such circumstance makes it illegal, impossible or economically impracticable for the Kern County Fairgrounds and Event Center to provide, or for the Artist in general to use, the Kern County Fairgrounds and Event Center facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice from one party to the other within 10 days of such occurrence or upon delivery of written notice from one party to the other within 24 hours of the receipt of notice of the prediction of any of the above occurrences.

INITIAL & DATE

END EXHIBIT "A"

2020 EXHIBIT "B"

BUDGET DETAILS & PAYMENT PROVISIONS

The 15th District Agricultural Association (hereinafter referred to as "State") and "**SPEEDA SOUND**", (hereinafter referred to as "Contractor") hereby agree to the following:

1. The State agrees to pay the Contractor for the 2020-2021-2022-2023-2024 Fairtime Rental of Sound Systems, Services, Equipment, Technician Radios, and related hardware, etc., as set forth in Contractor's RFP#20-01, beginning Monday, September 14, 2020 through Wednesday, October 2, 2024, unless otherwise coordinated with Fair Management, for the 2020-2021-2022-2023-2024 Kern County Fairs, on the grounds of the 15th District Agricultural Association.
2. Contractor agrees to submit to the State a detailed bill/invoice of the sound systems, equipment, and services, etc., provided for the 2020-2021-2022-2023-2024 Kern County Fair, by the 5th day following close of Fair and tear-down of Contractor's sound systems and equipment. If Contractor causes damage to State property, any payment due Contractor will be held back pending satisfactory completion of repairs and restoration of State property back to its original condition or better, as determined by Fair Management.
3. The State agrees to pay the Contractor a yearly amount, as stated in RFP#20-01 as follows, upon satisfactory completion of the terms and conditions of Standard Agreement S20-43 and Exhibits issued thereto.

| | |
|------------------|---------------------|
| 2020 Fair | \$149,500.00 |
| 2021 Fair | \$149,500.00 |
| 2022 Fair | \$151,000.00 |
| 2023 Fair | \$152,000.00 |
| 2024 Fair | \$152,000.00 |

Total amount of this agreement shall not exceed the amount above, for twelve (12) days of performance.

SPEEDA SOUND
4740 N. SONORA AVE.
FRESNO, CA 93722

FEDERAL ID #

INITIAL & DATE

15th DISTRICT AGRICULTURAL ASSOCIATION

1142 South "P" Street • Bakersfield, CA 93307 • (661) 833-4900
fax (661) 836-2743 • www.kerncountyfair.com

2020 Exhibit "C"

**WORKERS' COMPENSATION
EXEMPT STATEMENT**

I HEREBY CERTIFY THAT I AM AN INDEPENDENT CONTRACTOR AND HAVE NO PAID OR VOLUNTEER EMPLOYEES AND THEREFORE, WORKERS' COMPENSATION INSURANCE WHICH IS REQUIRED FOR EACH CONTRACT AS STATED IN ITEM I.A.3#c. WORKERS' COMPENSATION (CALIFORNIA FAIR SERVICES AUTHORITY INSURANCE REQUIREMENTS DATED 06/06), DOES NOT APPLY TO ME.

I AM AWARE THAT THIS STATEMENT IS FOR THE INTERNAL USE OF CFSA AND THE 15TH DISTRICT AGRICULTURAL ASSOCIATION – KERN COUNTY FAIR AND DOES NOT ALTER THE WORKERS' COMPENSATION REQUIREMENTS IN THE LABOR CODE OF THE STATE OF CALIFORNIA DEFINING "EMPLOYEES."

Date

Signature of Contractor

Contract Number: S20-43

Print/Type Name & Title of Person Signing

EXHIBIT "E"

INSURANCE REQUIREMENTS

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the agreement protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, or California Exposition and State Fair, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
1. List as the Additional Insured: "That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, or California Exposition and State Fair, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events all types **with a paid gate** and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock events; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.
 - b. Automobile Liability - 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) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
 - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
 - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
 - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
 4. Cancellation Notice: A statement by the insurance company that it will not cancel or reduce the limits or coverages of said policy or policies without giving 30 days prior written notice to the named certificate holder.
 5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair' s address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
 6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

INITIAL & DATE

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

| | | |
|---|---|--|
| <i>Contractor/Bidder Firm Name (Printed)</i> Speeda Sound, Inc. | | <i>Federal ID #</i> 77-0154894 |
| <i>By (Authorized Signature)</i> | | |
| <i>Printed Name and Title of Person Signing</i> Mike King/Owner | | |
| <i>Date Executed</i> | <i>Executed in the County of</i> Kern | |

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.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the: certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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))

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.
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.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be:
(1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.