

# Policy / Restriction

## RULES AND REGULATIONS FOR VENDORS

1. Under no circumstances may a vendor assign, sell, sub-license or transfer in any way the vendor's license to use a space at the Cypress Swap Meet, or permit any person other than the vendor to sell from the space or use the space in any way. Any vendor who violates this rule in any way will be immediately and permanently barred from licensing or reserving a space at the Cypress Swap Meet.
2. No vendor may distribute or hand out at the Cypress Swap Meet any advertising, marketing or solicitation material of any kind without the prior written permission of the Cypress Swap Meet management.
3. No pets or animals are allowed at the Cypress Swap Meet at any time, except for licensed guide dogs.
4. Licensed spaces are assigned by the Cypress Swap Meet solely for the display and sale of goods, merchandise and services approved by Swap Meet management. Approval may be withheld for any reason, in the absolute and sole discretion of Swap Meet management. Please be advised that the following goods and services are prohibited:
  - a.
    - a. Drinks, food and any other item used for human consumption with the exception of pre-approved food trailers, carts and trucks. Swap Meet management will approve fruits, vegetables, and prepackaged items, such as potato chips and candy and similar items sold for off-site consumption. Please see Swap Meet management for approval of food items that may be sold at Cypress Swap Meet for off-site consumption. Note that this approval MUST be given in advance. Vendors should not buy food items assuming they will be approved. Health permits issued by Health Department, may be required.
    - b. Entertainment, game arcade, game of chance and grab bag.
    - c. Ammunition, axes, daggers, firearms, fireworks, flammable materials, guns (whether real, replica or toy), hatchets, knives, except for knives which are part of a packaged tableware set, swords and weapons of any kind.
    - d. Drug paraphernalia, drugs, hash or water pipes, roach clips and paraphernalia commonly associated or used with marijuana or any drug or narcotic.
    - e. Endangered species or goods, merchandise or products made from endangered species.

- f. Pornography, illegal items and any adult entertainment good or service.
  - g. Goods and services that infringe on or violate any copyright, patent or trademark. Counterfeit goods. Goods and services that make or suggest any misrepresentation.
  - h. Palm reading.
  - i. Motor vehicles, including but not limited to motorcycles. Vehicle accessories, parts and supplies may be sold.
  - j. Personal health services.
  - k. Any item that in the sole discretion of Swap Meet management is or may be hazardous to the health, safety or welfare of any person.
1. It is against the law to possess or consume alcoholic beverages on public school property. Cypress Swap meet operates on school property; therefore, the consumption or possession of alcohol is prohibited.
  2. Every vendor space is clearly marked. Every vendor must conduct all of his or her business, including but not limited to the display and sale of goods and services, within the boundaries of his or her space.
  3. Refunds of any monies paid will not be made for any reason. However, credits will be issued for the following reasons: In the event the Swap Meet cannot operate due to rain, a permanent vendor may receive one credit per day, per calendar month. To obtain the credit, the vendor must appear in person at the Swap Meet prior to 8:00 A.M. and exchange that day's admission ticket for the following week's admission ticket. Other credits may be issued under certain circumstances, on a case-by-case basis at management discretion. (i.e. sickness, emergency, vacation, etc.) Swap Meet management will decide each case in its sole discretion.
  4. In the event a permanent vendor loses his reserve due to non-renewal, Cypress will consider reinstatement for legitimate reasons, such as circumstances beyond the vendor's control.

Note: Vendors original space may not be available.

1. If any check or money order given to Cypress Swap Meet bounces or is dishonored, a \$25.00 fee will be charged to and must be paid by the vendor in cash before the vendor will be allowed to return to the Swap Meet. In addition, each such vendor will be required to make all future deposits or payments of any kind in cash.
2. Each vendor must have all appropriate and required documentation and licenses, including but not limited to personal identification with photograph (such as a driver's

license), resale license and all other legally required licenses and permits. Each vendor's resale license must be conspicuously displayed at all times. All vendors must show proof of liability insurance coverage on the vehicle they bring into the Cypress Swap Meet.

3. Each vendor shall keep his or her space clean at all times. Each vendor shall take his or her trash and unsold goods from the Cypress Swap Meet at the end of every day it operates. No vendor may leave any trash or unsold goods behind for any reason. Any vendor whose space is found to be dirty or whose space contains trash or unsold goods at the end of any day will be assessed a MINIMUM clean-up fee of \$25.00 for each violation and is subject to having all future space assignments denied, suspended or terminated. Note that the clean-up fee may be more than \$25.00. Note that the trash boxes in the aisles are for customer use only, no vendor may use any of the trash boxes for any reason.
  4. Gates open for entry at 5:00 a.m. and each vendor must be in his designated space by 7:00 a.m. There is no driving on the property until after 2:30 p.m. Each vendor must vacate his or her space and leave the Cypress campus by 5:30 p.m.
  5. Each vendor must park his or her vehicle in his or her vending space or in the Cypress College parking lots (unless told otherwise). Vendor vehicle parking is NOT allowed on adjoining streets or in the surrounding neighborhood.
  6. California retail permit, business license and sales tax.
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    - a. Every vendor who sells or offers for sale at the Cypress Swap Meet any taxable good or service MUST have in his or her possession a current and valid California State Board of Equalization Seller's permit and must be presented immediately for inspection by Swap Meet management, the State Board of Equalization or law enforcement. Note that certain types of merchandise such as fresh produce, vegetables and other food products sold for consumption off the premises are exempt from sales tax and that their sale does NOT require a permit. Note also that vendors who sell or offer for sale on a regular basis garage sale type items must have a current and valid permit. Any vendor who has any questions about whether he or she is required to have a permit should call the local office of the State Board of Equalization. Cypress Swap Meet is not liable for and assumes no responsibility for any vendor's familiarity with or ignorance of his or her obligations under the law, or for notifying any vendor of changes in the law. Each vendor is solely responsible for complying with the law. Any vendor who does not have a State Board of Equalization Seller's Permit will be refused space assignments for the sale of taxable merchandise until a permit is obtained.
    - b. Each vendor must designate his or her business address as 9200 Valley View St,

- c. Cypress, CA 90630, on the seller's permit issued by the State Board of Equalization. No other address will be accepted or permitted by Swap Meet management. Please note that since no vendor may receive mail at this address, each vendor must list his or her mailing address with the State Board of Equalization.
  - d. Each vendor's space must be in the personal name of the individual vendor or vendors, not a business name. If the vendor is a partnership, each partner's name must be on the vendor card.
  - e. Business Licenses: Cypress Swap Meet vendors do not need an individual business license. All city business license fees are included in space prices.
1. Each vendor shall engage in courteous, polite customer relations at all times, including but not limited to exchanging goods or refunding the purchase price when goods are damaged or defective.
  2. The Cypress Swap Meet is not responsible for damaged, lost or stolen articles.
  3. The operating rules of the Cypress Swap Meet, including but not limited to its fees, terms and conditions, are available from Swap Meet management in English and Spanish. Vendor acknowledges that the Swap Meet's days and hours of operation may be changed, altered, limited, reduced, expanded or canceled altogether at any time without notice. Cypress management will make a reasonable effort to give advance notice of changes. Some examples of notification methods are; memos and handouts at event, posting, mailings, etc. Each vendor should consult with the Swap Meet business office, (telephone 562-921-4359 x 0) on a monthly basis, regarding changes. Vendor agrees to comply with all such changes. It is the responsibility of each vendor to obtain from the Swap Meet office a copy of the current rules. In the event rules are changed or amended, the vendor agrees to sign a copy of such amendment, which will be attached to this document.
  4. Cypress Swap Meet reserves the right to change all fees subject to market conditions.
  5. Each vendor who uses poles to support an overhead awning or tarp at his or her space must place a "pole cap" over the base of each support in order to protect the asphalt surface of the field. For vendor and customer safety, each awning or shade tarp shall be secured by the vendor to ensure that it does not blow over or away.
  6. No vendor may attach any goods to or hang any goods on any Cypress structure, including buildings and walls.
  7. Cypress Swap Meet vendors must remember there are residents in the surrounding area. For that reason, all noise must be kept to a minimum. This includes music, loudspeaker, and public address system. All noise must be kept to a reasonable noise level not to be audible 25 ft. from its source.

8. Vendor acknowledges and agrees that the Cypress Swap Meet has the unconditional right to alter, suspend or terminate the vendor's license without notice at any time for any reason, including but not limited to any violation of any of these rules and regulations. Vendor acknowledges and agrees that if he or she is suspended or terminated he or she will immediately clean up his or space as set forth in these rules and regulations and depart the premises immediately. If vendor fails to depart the premises immediately the Cypress Swap Meet may have the vendor ejected, by police escort and tow truck if necessary.
9. Vendor acknowledges that other locations and swap meets offer the opportunity to display and sell vendor's goods or services. Vendor agrees that he or she will not be damaged in any way if the Swap Meet alters, suspends or terminates his or her license to sell goods or services at Cypress Swap Meet.
10. Vendor recognizes that causes outside of the control of the Cypress Swap Meet may require that it not open for business or that it be closed once it has. These include emergency, natural disaster, threat to health, life or property, storm, flood, fire, civil disturbance, crime, electrical outage, poor air quality, strike, riot, commotion and act of any body of government that in way limits or impinges on the ability of the Swap Meet to operate, or as a result of which the Swap Meet would be fined or penalized for operating.
11. Vendor hereby releases and discharges Swap Meet and Newport Diversified, Inc., and each of their owners, operators, officers, directors and employees, and the owner and operator of the facility where the Swap Meet is held (hereinafter referred to as the "Releasees") from, and waives all claims against and covenants not to sue Releasees for, any and all liability to Vendor and Vendor's personal representatives, guardians, conservators, assigns, heirs and next of kin for any and all claims, damages, harm, injuries or losses suffered because of bodily or personal injury or property damage or loss, whether caused by any negligent or grossly negligent act or omission of any of the Releasees or otherwise when Vendor is participating in any activity at the Swap Meet facility, using any Swap Meet facility or in connection with the Swap Meet in any way.
12. Vendor agrees to relieve Releasees from and against any and all such liability and responsibility for bodily or personal injury and loss of or damage to property, whether caused by Vendor, third parties or the negligence or gross negligence of the Releasees. Vendor agrees to defend, indemnify and hold harmless the Releasees and each of them from and against any and all claims, demands and lawsuits arising out of or in any way based on Vendor's activities at or in connection with the Swap Meet including but not limited to all activities of the Vendor from entry onto the property, throughout the sales day and up to and including his/her exiting the property where the Swap Meet is held or in any other way arising out of or involving Vendor's activities at or in connection with the Swap Meet.
13. In the event of any litigation over vendor's license to use space at the Swap Meet, these rules and regulations, vendor's compliance or failure to comply with any of these rules and regulations, the alteration, suspension or termination of vendor's license or privileges at the Swap Meet or any other matter between vendor and Cypress Swap Meet, Newport

Diversified, Inc., the prevailing party shall be entitled to recover its attorney fees and costs from the other party.