

**COAST COMMUNITY COLLEGE DISTRICT ENTERPRISE, INC.
SWAP MEET VENDOR CONTRACT FOR GOLDEN WEST COLLEGE**
15744 Golden West Street, Huntington Beach, CA 92647
(714) 898-SWAP or (714) 898-7927

This contract must be made available on request.

This **Swap Meet Vendor Contract** ("Contract") is entered into, as indicated on the signature lines below, by and between Coast Community College District Enterprise, Inc. ("Enterprise") and _____ ("Vendor").

Participation in the Swap Meet is a privilege, not a right. Enterprise and the Golden West College ("College") administration reserve the right to revoke this privilege at any time. Permission to participate as a Vendor at the Swap Meet does not create a continuing right of use of any space at, or participation in, the Swap Meet. **No property rights** whatsoever are created by the rental of space at the Swap Meet. Violation of any rules and regulations of the Swap Meet, or harassment of the Swap Meet staff or other vendors, will result in the immediate and permanent loss of this privilege. Swap Meet staff reserves the right to relocate Vendor, when deemed necessary. All sales are final and no space changes are permitted. Vendor assumes complete responsibility for all goods, merchandise, and equipment brought on the premises of College. The mission statement of the Swap Meet is available upon request. **Enterprise reserves the right to terminate this Contract, with or without cause.** Terminations for cause will not require notice. CCCD Enterprise can terminate this Contract without cause by providing the Vendor with at least 10 days written notice, prior to any such termination.

SET UP SCHEDULE

The speed limit in the Swap Meet area is 5 miles per hour, or less when pedestrians are present.

5:30 a.m.	The Gothard Street entrance gate opens for pre-paid Vendors.	10:00 a.m.	Police reports (listing merchandise) are completed.
8:00 a.m.	Vendor set-up is complete. No late vehicle access is allowed. Entrances are closed. Swap Meet opens for selling.	2:30 p.m.	Early Vendor departure begins.
8:30 a.m.	"No Show" spaces are resold.	3:00 p.m.	Official Swap Meet closes.
		5:00 p.m.	Vendors must vacate the premises.

RESTRICTIONS: Enterprise reserves the right to prohibit the sale or display of any item that is unlawful, or which affects the orderly operation of the Swap Meet. Selling from the adjacent vehicle parking space is strictly prohibited. Vendor may not bring pets to the Swap Meet. Music, radios, stereos, televisions, or other audio devices may be played at the Swap Meet, only with prior College administration approval only. Food or beverage items may not be sold, nor generators used, without Swap Meet staff approval. If any merchandise displayed or sold is in violation of this Contract, Vendor will be ordered to vacate the space(s) without a refund and all selling privileges may be revoked. Any violation of law by Vendor, or Vendor's agents or employees, may subject Vendor to revocation of all privileges.

PROHIBITED ITEMS: Include, but are not limited to, used mattresses, satellite dishes and receivers, ingestible items, such as toothpaste, medicines (aspirin, supplements, etc.), prescription drugs, illegal knives, weapons (including swords), any projectile (BB guns, pellet guns, etc.), drug-related paraphernalia, paint of any kind, motorized vehicles including, but not limited to, automobiles, boats, and motorcycles, animals/livestock, and pornographic items, or any items containing nudity. Marketing services, or accepting orders for merchandise, are not permitted without prior administration approval. Only cash and carry sales are permitted.

PROHIBITED ACTIVITIES:

HAVING, BUYING, OR SELLING ANIMALS/PETS / SUBLEASING OF SPACES / MAKING LOUD NOISE OR MUSIC / RIDING SKATEBOARDS, BICYCLES, SCOOTERS OR SKATING
COLLECTING OF SIGNATURES / MARKETING OF SERVICES / DISTRIBUTING OF FLYERS OR OTHER PRINTED MATERIALS / HAVING PROPANE TANKS OR OTHER HAZARDOUS MATERIALS
HAVING INCENDIARY DEVICES SUCH AS, BUT NOT LIMITED TO, FLARES / SELLING OR CONSUMING ALCOHOL / SOLICITING IN AISLES
***SELLING COUNTERFEIT MERCHANDISE (Counterfeit merchandise is subject to seizure by the appropriate authorities, and may result in permanent expulsion from the Swap Meet.)**

SPACE INFORMATION

- Spaces are 9 feet wide and 18 feet long; vehicles over 18 feet are not permitted. Merchandise may be sold behind the white selling line area, only if the back vehicle space is completely sealed off from buyers by your vehicle and/or is a barrier. The barrier must be within the parking space vertical lines. Vendors and their merchandise must remain within selling space area.
- Footing weights are required on each tarp pole with a minimum weight of **25 pounds each**. Hanging weights must be appropriate for the structure of the tarp.
- There is a four-space limit, per Vendor, per selling date.

VENDOR CLASSIFICATIONS / INFORMATION:

(**Monthly**) - Monthly payment must be received by the Swap Meet office no later than the 23rd day of the previous month. A late charge will be added if payment is not made by the due date. Spaces will be surrendered if payment is not made by the last day of the previous month.

(**Daily**) - Reservations are made on a lottery draw basis, with any remaining spaces awarded on a first-come, first-serve basis.

VENDOR REQUIREMENTS: Vendor must be present in their space at all times. If Vendor is not present in Vendor's space, Vendor's selling privileges may result in permanent revocation. Children of Vendor must remain in Vendor's space at all times. Vendors must be at least 18 years of age to purchase a space, and hold a valid photo I.D. (State-issued Driver's License, State-issued I.D. card, documentation meeting the State Board of Equalization requirements, or a U.S. passport). All Vendors must produce proof of current automobile liability insurance for vehicles driven on Swap Meet grounds. It is the Vendor's responsibility to leave their space clear of trash and unsold items.

MERCHANDISE CLASSIFICATIONS

- **New** – Items that have never been used by a consumer. (No seconds, damaged, repaired but new, surplus, or irregular merchandise).
- **Used** – Any item or unit that has been previously owned and used.
- **Handcrafted** – Any item that is handmade by the Vendor.

NEW MERCHANDISE: Vendor must obtain Swap Meet staff approval, prior to the sale of such items on Saturday.

INSURANCE INFORMATION

Included in the Vendor's space fee is a comprehensive general liability coverage for bodily injury and property damage, subject to a deductible. Further, *Products Liability, Completed Operations, and Medical Expenses*, are specifically excluded, and not provided for, as a part of this policy. Products Liability and Completed Operations coverage is the sole responsibility of the Vendor. Additional insurance information is available upon request. Additional insurance coverage requirements may be set, depending on risk.

SALES TAX INFORMATION: All persons who sell more than two times per 12-month period are required by State law to have a VALID seller's permit, and to pay the State Board of Equalization sales tax on all sales. State seller's permits are free of charge. The seller's permit must show the College's address as the place of business. For more information, please contact your local State Board of Equalization office.

CITY BUSINESS LICENSE: Vendor selling more than eight times per year are required by the City of Huntington Beach to purchase a business license with the College's address. Business License, Seller's Permit, and contract must be made available upon request.

STATE LAW: VENDOR INFORMATION REPORT: State law requires that Vendor report all identifiable personal property offered for sale or exchange with the Swap Meet staff, prior to offering such items for sale, swap, or display. The *Swap Meet Vendor Information (Police) Report* is distributed by Swap Meet staff, and must be completed and ready for pickup by 10:00 a.m. of the selling day. **Failure to cooperate with the collection of this information will result in the loss of Vendor's selling privileges.**

CANCELLATIONS/REFUNDS: Vendor may not receive a credit or a refund for any space not used. If a Vendor elects not to use his/her space, he/she forfeits the fee for that day. This space is not transferable, with the sole exception of space being resold by Enterprise, should a Vendor fail to occupy his/her space by 8:00 a.m. **ALL SALES ARE FINAL.**

VENDOR ASSISTANCE: Assistance during Swap Meet operations may be obtained from Swap Meet staff and/or Campus Public Safety. Additional information is available by calling the Swap Meet office at (714) 895-8737, Monday - Friday, 8 a.m. - 5 p.m. Requests by Vendors requiring special accommodations should be made at least five days in advance, by contacting Swap Meet office at (714) 895-8737.

PROVIDING RECEIPTS: State law requires Vendors, upon request, to provide the purchaser with a written receipt complete with the Vendor's name, address, and phone number, when items of \$15.00 or more are sold.

PRIVACY ACT: Personally identifiable information: Vendor acknowledges that any personally identifiable information provided by Vendor, including, but not limited to name, address, telephone number, and license number, is a matter of public record, and may be released to a member of the public, upon written request under certain circumstances.

RAIN POLICY: The Swap Meet will operate, rain or shine, on every scheduled weekend. NO CREDITS WILL BE GIVEN. Please see Cancellations/Refunds above.

VIOLATION OF POLICY: Violation of any of the above rules and regulations, or violations of law by Vendor, or Vendor's agents or employees, may subject Vendor to revocation of all selling privileges at both Golden West College and Orange Coast College Swap Meets.

RELEASE, WAIVER, AND INDEMNIFICATION CLAUSE: Vendor assumes all responsibility for accidents to Vendor, or to others injured as a result of participating as a visitor or customer of Vendor at his/her space within the Swap Meet. The Vendor releases, and shall protect, hold harmless, indemnify, and defend the College, Coast Community College District ("District"), Enterprise, including all of their trustees, officers, employees, and agents, from any and all liability caused by Vendor's negligence or other wrongdoing. For the purposes of this agreement, "liability" means any and all claims, demands, losses, causes of action, suits or judgments, of any and every kind, including reasonable attorneys' fees, that any person, including Swap Meet attendees and other Vendors, or such person's heirs, executors, administrators, or assigns, may have against College, District, or Enterprise, or that any entity may have against College, District, or Enterprise, arising out of or in connection with Vendor's activities under this Contract, which gives rise to any personal injury, accident, illness, death, or any loss or damage to property, or any other claim by Swap Meet attendees or other vendors, that results from any cause other than fraud or willful misconduct of College, District, or Enterprise.

VENDOR HAS CAREFULLY READ, AND FULLY UNDERSTANDS, THE TERMS AND CONDITIONS OF THIS CONTRACT, AND HEREBY AGREES TO THESE CONDITIONS. VENDOR ACKNOWLEDGES THAT VENDOR'S SWAP MEET SPACE IS RENTED TO VENDOR PERSONALLY, AND IS NOT TO BE ASSIGNED OR CONVEYED TO OTHERS.

Vendor's Signature

Date

Enterprise Signature
Date