

**COAST COMMUNITY COLLEGE DISTRICT ENTERPRISE, INC.
SWAP MEET VENDOR CONTRACT for ORANGE COAST COLLEGE**

Location: Adams Avenue Parking Lot

Information: 714-432-5880

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. Coast Community College District Enterprise, Inc. (“Enterprise”) and the administration of Orange Coast College (“College”) reserve the right to revoke this privilege at any time. Permission to participate as a Vendor at the OCC Swap Meet (“Swap Meet”) does not create a continuing right of use of any space at, or participation in, the Swap Meet. No property rights 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 onto the premises of the Swap Meet. It is Vendor’s responsibility to leave their space clear of trash and unsold items. The mission statement of the Swap Meet is available on request. Enterprise reserves the right to terminate this Contract, with or without cause. Terminations for cause will not require notice. Enterprise can terminate this Contract without cause by providing Vendor with at least 10 days written notice, prior to such termination.

SET-UP SCHEDULE: The speed limit in the Swap Meet area is 5 miles per hour, or more slowly if pedestrians are present.

6:00 a.m.	The Adams gate opens for Vendor to set-up.	12:00 p.m.	Police reports (listing merchandise) are completed.
7:45 a.m.	Vendor set-up is complete. No vehicle access is allowed. Entrances are closed.	3:00 p.m.	Swap Meet closes. Vendor departure begins.
8:00 a.m.	The Swap Meet is open to the public. “No show” spaces are resold.	4:00 p.m.	Vendor will clear the Swap Meet grounds area.

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. Marketing services, or accepting orders for merchandise, are not permitted, for example: cellular phones, calling cards, pagers, satellite service, etc. **PROHIBITED ITEMS** include, but are not limited to, ingestible medicinal items (aspirin, diet products, etc.), prescription drugs or medicines, toothpaste, pepper spray, firearms (including pellet and BB guns), ammunition, volatile chemicals, illegal knives, weapons, drug-related paraphernalia, paint, animals/livestock, used mattresses, and pornographic items, or any items containing nudity. If any merchandise is displayed in violation of the Agreement, Vendor may be ordered to vacate the space(s) without a refund, and all selling privileges may be revoked. Children of Vendor must remain in Vendor’s space at all times. Food or beverage items may not be sold, nor generators used, without Swap Meet staff approval. **COUNTERFEIT MERCHANDISE IS SUBJECT TO SEIZURE BY THE APPROPRIATE AUTHORITIES.**

PROHIBITED ACTIVITIES:

HAVING, BUYING, OR SELLING ANIMAL OR PETS
RIDING SKATEBOARDS, SKATING, BICYCLES, OR SCOOTERS
DISTRIBUTING OF FLYERS OR OTHER PRINTED MATERIALS
HAVING PROPANE TANKS OR OTHER HAZARDOUS MATERIALS

SUBLEASING SPACES – **OWNER MUST BE PRESENT
AT ALL TIMES**

MARKETING SERVICES OR SOLICITING IN AISLES
HAVING INCENDIARY DEVICES SUCH AS, BUT NOT LIMITED, TO FLARES

MAKING LOUD NOISE OR MUSIC
SELLING OR CONSUMING ALCOHOL
SELLING COUNTERFEIT MERCHANDISE
COLLECTING SIGNATURES

VENDOR INFORMATION:

- Vendor must have a valid photo I.D. (i.e., a State-issued Driver’s License or U.S. passport). **Only licensed and insured drivers may drive upon the premises.**
- Spaces are 8 feet wide and 18 feet long; vehicles over 18 feet are not permitted. Vendor and their merchandise must remain within the selling space area.

- Weights of 25 lbs. minimum are required on tarp poles. Hanging weights must be appropriate for the structure of the tarp.
- There is a four (4)-space limit per Vendor, per selling date, on Saturday, and a two (2)-space limit per Vendor, per selling date, on Sunday.
- The speed limit in the Swap Meet area is 5 miles per hour, or more slowly if pedestrians are present.

VIOLATION OF ANY OF THE ABOVE, OR VIOLATION OF THE LAW, BY VENDOR, VENDOR'S AGENT, OR VENDOR'S EMPLOYEES, MAY RESULT IN THE VENDORREVOICATION OF ALL OF VENDOR'S PRIVILEGES, AT BOTH THE SWAP MEET OF ORANGE COAST COLLEGE, AND THE SWAP MEET OF GOLDEN WEST COLLEGE.

VENDOR CLASSIFICATION:

- Monthly: Monthly payment must be received by the Bursar's Office no later than the specified "DUE DATE" of the invoice. A late charge will be added if payment is not made by the due date. (The late charge is subject to change.)
- Daily: Reservations/are made on first-come, first-serve basis and/or lottery basis. (OCC has the discretion to make such determination.)

MERCHANDISE CLASSIFICATION: Vendors of NEW MERCHANDISE items must obtain Swap Meet administration approval, prior to the sales of such items.

- New: Any item that has not been used by the owner. Any items that is irregular, a second, damaged, or repaired as new, is considered a new item.
- Used: Any item or unit that has been previously owned or used by the owner.
- Handcrafted: Any item that is handmade by the Vendor.

INSURANCE INFORMATION: Included in the Vendor's space fee is 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 part of this policy. Products Liability and Completed Operations coverage is the sole responsibility of the Vendor. Additional coverage requirements may be set, depending on risk. Additional insurance information is available on request.

SALES TAX: All persons who sell used or handcrafted items at the Swap Meet more than TWO (2) times per year are required by California State Law to hold a VALID Vendor's Permit, and to pay the State Board of Equalization sales tax on all taxable sales. Vendors of new or inventoried items are required to have this permit, in order to sell for the first time. The Vendor's Permit must have College's address as the place of business. The California State Vendor's Permit is free of charge. For more information, please call your local State Board of Equalization office.

VENDOR INFORMATION REPORT (STATE LAW): State law requires that you 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's Information (Police) Report" is distributed by the Enterprise or Swap Meet staff, and must be completed and ready for review or pick-up by 12:00 p.m. of the selling day. **Failure to comply with the collection of this information will result in the loss of Vendor's privileges.**

CANCELLATION/REFUND/CREDIT: /Vendor may not receive a credit, or refund, for any date that their space is not used. If a monthly Vendor elects not to use their space, the fee for that day is forfeited. Space(s) are non-transferable, with the sole exception of space being resold by the Enterprise, should a Vendor fail to occupy their space by 8:00 a.m. ALL SALES ARE FINAL.

RAIN POLICY: The Swap Meet operates, rain or shine, on all scheduled weekends. NO CREDITS WILL BE PROVIDED ON RAINY DAYS. Please refer to above Cancellation/Refund/Credit policy.

ADDITIONAL INFORMATION OR ASSISTANCE: Additional information may be obtained by calling the Bursar's Office at 714-432-5880, Monday through Friday, 8:00 a.m. to 4:30 p.m. Assistance during Swap Meet operations may be obtained from Swap Meet staff and/or Campus Public Safety.

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

PRIVACY ACT: 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.

RELEASE, WAIVER, AND INDEMNIFICATION CLAUSE: Vendor assumes all responsibility for accidents to Vendor, or others, as a result of participating as a vendor at the Swap Meet. Vendor releases, and shall protect, hold harmless, indemnify, and defend, College, District, Enterprise, including its trustees, officers, and employees, 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 the College, District, Enterprise, or that any entity may have against the College, District, or Enterprise, arising out of, or in connection with, Vendor's activities under this agreement, which gives rise to any personal injury, accident, illness, or 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 the College, District, or Enterprise.

The Swap Meet space(s) on the reserved side is/are reserved for Vendor's exclusive use on the date(s) indicated, only upon the timely receipt of the applicable payment, AND by your signature accepting all of the terms and conditions of Vendor Contract.

VENDOR HAS CAREFULLY READ, AND FULLY UNDERSTANDS, THE TERMS AND CONDITIONS OF THIS CONTRACT, AND HEREBY AGREES TO ITS TERMS.

Vendor's Signature

Date

Enterprise's Signature

Date

Revised 03/09