

VENDOR OPERATING RULES

Kern County Swap Meet, LLC

NOTICE:

Management reserves the right to refuse assignment of space to any seller. Any failure of sellers to comply with these rules, and any amendments thereto, could result in removal from the premises. Management further reserves the right at its sole discretion to decline any application. Vendor Operating Rules are subject to change without notice. Please contact the office for the current version.

RULES:

1. Space may not be sold, assigned, or transferred by Vendor.
2. No alcoholic beverages can be brought to this event.
3. No soliciting or distribution of advertising materials without prior written approval of management.
4. No loud music, sounds, or noises that can be heard outside Vendor's assigned space.
5. No skateboarding, bicycle riding, motorcycle riding, roller skating, motorized bikes or scooters, or any other activity that may endanger persons or property.
6. No pets are permitted at this event or in parked vehicles. (Service animals permitted as required by applicable law.)
7. Space is assigned solely for the display, sale, and/or exchange of approved merchandise or services. Management reserves the right at its discretion to prohibit the sale, swap, or display of any item or service. Items prohibited include, but are not limited to the following:
 - a) No food, candy, gum, drinks, or other items intended for human consumption. "Food-To-Go" items may not be sold without prior written approval of management.
 - b) No entertainment or games to be played by the public without prior written approval of management.
 - c) No hash or waterpipes, roach clips, or other paraphernalia commonly used or associated with the use of any drug, marijuana, or other form of dangerous drug or narcotic.
 - d) No adult magazines such as Playgirl, Playboy, Penthouse or Hustler, which depict or portray persons in the nude.
 - e) No guns or ammunition of any kind, including BB guns.
 - f) No pets or animal life of any description.
 - g) No endangered species products of any description.

- h) No items which may constitute patent, trademark or copyright infringement and no counterfeit products nor any items involving a misrepresentation of any type.
- i) No items which are illegal or pornographic.
- j) No other item which in the opinion of management may be hazardous or otherwise objectionable.

8. State Law requires all Vendors to file a list of identifiable personal property with management prior to offering such items for sale, swap, or display. Appropriate forms may be obtained from the sale office. Presently, the California Attorney General's Office requires all items that have a serial number, whether new or used, to be listed on these forms. All Vendors must comply with State Law requirements.

9. Space sizes are approximately 20 ft. frontage by 20 ft. deep. Other nonconforming space may be assigned.

10. Vendors are not permitted to do business outside the assigned space unless authorized.

11. No exchanging of space(s). No refunds will be authorized.

12. SALES TAX: CALIFORNIA RETAIL SELLERS PERMIT/BUSINESS LICENSES.

- a) Any person desiring to engage in the sale of taxable merchandise at this event must hold a valid California Department of Tax and Fee Administration (CDTFA) Seller's Permit.
- b) Certain products may be exempt from sales tax requirements under California law. It is the sole responsibility of the Vendor to determine whether a Seller's Permit or other documentation is required and to comply with all applicable laws and regulations.
- c) The California Department of Tax and Fee Administration (CDTFA) Seller's Permit, or written statement of exemption, must always be kept in the Vendor's possession while selling at this event.
- d) Vendors who do not obtain a Seller's Permit from the California Department of Tax and Fee Administration (CDTFA) will be refused space assignments for the sale of taxable merchandise.

13. Vendor shall engage in prudent customer relations and sound business practices in the sale of all merchandise, including, but not limited to, exchanging items or providing refunds in the event goods are damaged or defective, unless a sign clearly stating "NO REFUNDS" is posted in a location readily visible to customers at the point of sale.

14. Vendor assumes full responsibility for any injury to persons or property resulting from the display, sale, exchange, or use of Vendor's merchandise, equipment, or other property, or the assigned ground space, by Vendor and/or Vendor's agents; Vendor further agrees to indemnify the owners and operators of the Kern County Swap Meet, LLC, and their officers, directors,

employees and agents, and to hold them free and harmless therefrom, and to defend them at Vendor's sole expense, against all such liabilities, claims and damages.

a) Vendor is solely responsible for obtaining and maintaining all insurance required by law or reasonably necessary for their operations. Swap Meet management assumes no responsibility for verifying or ensuring adequate coverage.

15. Vendor agrees that Swap Meet is not responsible for the loss, theft, or damage of Vendor's property or merchandise while on the premises.

16. Ground space only is provided to Vendor for the display, sale and/or exchange of approved merchandise by Vendor; Vendor is not an employee, subcontractor or otherwise an agent of Swap Meet.

17. Vendor's status is that of a temporary revocable permittee only and not that of a tenant or holder of any real property interest.

18. Vendor agrees to pay Swap Meet reasonable attorney's fees and costs incurred by it should legal action be instituted by reason of Vendor's failure to comply with these rules or to enforce any of the provisions hereof.

19. RESTRICTIONS: Nothing in your selling area shall exceed a height limit of 10 feet.

20. The Kern County Swap Meet does not provide electrical service to vendor spaces. Vendors may use their own quiet, well-maintained generators, including inverter-style or "whisper-quiet" models (such as Honda EU-series generators), subject to management approval. Excessive noise, fumes, unsafe operation, or disruption to neighboring vendors or customers may result in the generator being prohibited. Gasoline, propane, butane, and other fuels necessary for the operation of approved generators or equipment must be stored, handled, and used in accordance with all applicable fire, safety, and legal requirements. Open flames and hazardous fuel practices within the selling area are strictly prohibited. Personal heaters may be used only if they comply with applicable safety regulations and are approved by management.

21. Each Vendor must pay the full space use fee when two Vendor agree to share the same space(s). Management approval must be obtained to share space(s). No advance agreements by Vendors are permitted.

22. All merchandise must enter with the Vendor and must remain within the space(s) assigned.

23. Each Vendor shall be responsible for the acts and omissions of any employees, agents, representatives, or associates acting on the Vendor's behalf.

- 24.** Each space shall always be kept clean, and all Vendors must take their trash with them when they leave. The trash barrels in the aisles are for customer use only.
- 25.** The event operates rain or shine. No refunds will be issued.
- 26.** All Food Booths must obtain ALL Local Health Permits AND management approval before selling food items.
- 27.** You must take all cardboard boxes with you.
- 28.** Reserved spaces are held until 6:30 a.m. only (food vendor spaces until 8:00 a.m.). Vendors may call in and request that their space be held with a valid reason; however, management reserves the sole discretion to determine whether a space will be held and makes no guarantee that any space will remain available after the applicable hold time.
- 29.** All produce vendors must display appropriate signage identifying the vendor and product origin.
- 30.** Vendor must leave the assigned space in the same clean condition in which it was received. Failure to do so may result in cleanup charges, suspension, or denial of future space assignments.