

Stadium Swap Meet

SELLER RULES AND REGULATIONS

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GENERAL

1. By purchasing a seller's admission ticket, you are agreeing to adhere to the Rules and Regulations listed below. Stadium Swap Meet Management reserves the right to revoke the authorization granted by the seller's admission ticket.
2. Stadium Swap Meet Management reserves the right to add, change or remove rules and regulations as needed without notice. By purchasing a seller's ticket you agree to follow all rules as they are updated.
3. All sellers must have a California State Board of Equalization Resale Permit unless they are a one-time seller. To obtain a seller's permit or for further information, please go to www.boe.ca.gov or call (800) 400-7115.

ENTERING THE STADIUM SWAP MEET

4. All sellers who drive a vehicle onto the Stadium Swap Meet Venue area must have a valid Driver's License and proof of auto insurance.
5. The purchase of one seller's ticket allows the entrance of one vehicle per selling space. If more than one vehicle or vehicles with trailers longer than 20' are used to carry merchandise, an additional ticket must be purchased.
6. Damaged vehicles and trailers or vehicles and trailers with graffiti markings will not be allowed to park in selling spaces during the Swap Meet. There is dedicated free parking for sellers against Friars Road.
7. A seller's employees/helpers/family members must be present with the seller at the time of entry. Otherwise, the purchase of a shopper entry ticket may be required, at the discretion of Swap Meet Management.

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8. There is a 3 mph (miles per hour) speed limit while driving within the Swap Meet venue.
9. Upon entering the Swap Meet area, all sellers agree to accept and abide by **all Stadium Swap Meet** rules and regulations included herein.
10. Sellers must comply with all local, state and federal laws and ordinances at all times while on Swap Meet premises.
11. A maximum of four (4) people per seller's booth, and a maximum of two (2) per carry in seller's booth, will be allowed to enter the event. They must accompany seller at time of ticket validation. Additional helpers or those arriving later will be required to purchase admission tickets at the Swap Meet office G1 before the date of the event.
12. As a seller in the Stadium Swap Meet, you agree to refrain from physically altering the grounds in any way such as: painting or marking the ground, driving stakes, etc. Your ticket and future ability to sell at the Swap Meet may be revoked if damage is found.

EVENT RULES

13. All sellers must be off property by 11:30 pm.
14. All music must be kept at a level so as not to disturb any surrounding sellers. Swap Meet Management reserves the right to regulate sounds levels. Music with sexually explicit lyrics and/or graphic content will not be permitted. This is a family event.
15. Sellers are responsible for maintaining a safe environment within their space(s) to prevent any injury to shoppers and to prevent any damage to stadium property.
16. Sellers must clearly display and/or inform all shoppers of their individual policies regarding returns, exchanges and warranties. The Stadium Swap Meet, its employees, management and/or its affiliates will not be responsible for any returns, exchanges or warranties for items sold by sellers.
17. All merchandise for sale must be displayed within the designated selling space(s) (including any vehicles).

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18. Any merchandise that requires special permitting or licensing and/or is designated as a "restricted sale" item will not be displayed or sold without the approval of Swap Meet Management. Refer to list of merchandise not permitted to be sold.
19. Food and/or beverages of any kind will not be permitted for sale and/or display without the prior approval of Swap Meet Management.
20. All selling spaces must be left in a clean and orderly manner. Refer to "Trash Disposal" for cleanup up policies.
21. Pets are strictly prohibited within the Swap Meet venue. Only service and/or companion animals are permitted. Sellers will be responsible for cleaning up after their service animals.
22. Reserve credit
 - a. Management reserves the right to issue and handle credits when necessary as deemed appropriate on an individual basis.

VENUE RULES

23. Trash Disposal
 - a. All Stadium Swap Meet selling spaces must be left in the same or better condition than they were originally selected.
 - b. All unsold merchandise must be taken with seller by the end of the selling day (pack in/pack out).
 - c. The dumpsters/trash cans have been provided for your selling convenience and are to be used for any small items and/or packaging materials in addition to any waste generated by Swap Meet shoppers.
 - d. If deemed acceptable, Management will assess a \$25 fee for use of dumpsters. This fee is due immediately and must be received before the next event. If fee is not paid, entrance to the next event may be denied.
 - e. All cardboard must be broken down and laid down flat neatly next to the dumpsters.
 - f. Any and all pallets (including portions and/or fragments) must be taken with you.

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- g. Any and all unsold or unsellable electronic devices and/or electronic components must be disposed of properly (ex. E-Recycling/City Dump).
 - i. Electronic Recycling is available at the San Diego Stadium and is provided by Urban Corps (Thursday – Monday from 8am – 3pm).
 - ii. Please contact (619) 235-6884 for more information.
- 24. Overnight parking on stadium property is not permitted. Vehicles left overnight are subject to being towed at the vehicle owner's expense. Refer to item 13.
- 25. Stadium Swap Meet Management reserves the right to revoke future event space availability if trash is left by seller. Management also reserves the right to deal with sellers on an individual basis.

FOOD CONCESSIONS

- 26. The Stadium Swap Meet contracts directly with independent food truck companies which have exclusive rights to the Stadium Swap Meet parking lot. No Sellers are permitted to sell "concession" items identified as: any food item(s) which could be consumed on the premises. Sellers who want to sell packaged, bulk, non-prepared food items must have the appropriate permits. For further clarification or information please inquire at the Reservation Office at office G1 (located next to Gate G).

INSURANCE, PERMITS, AND LICENSES

- 27. Risk of Loss, Insurance and Indemnification
 - a. Seller (Vendor) assumes sole risk of loss, theft or damage to merchandise and other personal property belonging to Seller while such property or merchandise is in Seller's space or on the Swap Meet premises.
 - b. Seller acknowledges that neither Management nor the owner of the Swap Meet assumes any responsibility to ensure the safety or to protect Seller's merchandise from loss or damage caused by fire, rain, theft, malicious mischief, accident or any other cause.

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- c. Seller acknowledges that Seller has been advised to purchase insurance to protect against these and other losses. Seller agrees to indemnify and hold Management and the owner of the Swap Meet and their partners, directors, officers, shareholders, managers, employees and its agents harmless from any liability damage, cost or expense (including reasonable attorneys' fees and court costs) arising from (a) Seller's use of or activities in or around Seller's space(s) or the Swap Meet premises and/or (b) injury to persons or property resulting from any cause whatsoever including, but not limited to, any furniture or fixtures in Seller's space, or from merchandise, other property or other items sold or exchanged by Seller.
- d. Seller assumes full responsibility for all merchandise Seller offers for sale. By purchasing a Seller admission ticket, Seller accepts these conditions to sell at the Swap Meet.

28. California State Board of Equalization Seller's Permit

- a. All potential Sellers of new or handcrafted merchandise must have a California State Board of Equalization Seller's Permit ("California Seller's Permit") issued in the seller's name(s) and the Seller's Permit must specify the address of the Stadium Swap Meet, 9449 Friars Road, San Diego, CA 92108, before being permitted to purchase a ticket to sell at the Stadium Swap Meet. This is also the case for sellers selling large quantities of one particular item; the accumulation of a quantity of one particular item is for the purpose of resale. If you are selling used or garage sale items, you are entitled to sell two (2) times in a twelve (12) month period without a California Seller's Permit. After selling two (2) times in a twelve (12) month period, YOU MUST HAVE a California Seller's Permit regardless of what type of merchandise you are selling. This is all in accordance with California State law (18 California Admin. Code §1595(a)(1)). The California Seller's Permit and further information can be obtained by contacting the State Board of Equalization located at 15015 Avenue of Science Ste. 200, San Diego, CA 92128 or by calling (858) 385-4700. Each Seller is responsible for becoming familiar with all requirements

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of the California State Board of Equalization, as well as filing any necessary forms required by law.

29. City of San Diego Business Tax Certificate

- a. All sellers selling more than six (6) times in a twelve (12) month period MUST HAVE A CURRENT City of San Diego Business Tax Certificate ("San Diego BTC"). The San Diego BTC is issued by the City of San Diego, Office of the City Treasurer, Civic Center Plaza Lobby located at 1200 3rd Avenue, San Diego, CA 92101. The phone number is (619) 615-1500. Your space at the Swap Meet is your store front and it is taxed accordingly.

30. Other Licenses

- a. Depending on what you sell, there are specific licenses that may affect your sales. If you are selling a food item, such as produce or bread, candies or honey, you must have a Health Permit issued to you with the Stadium Swap Meet listed on it. A Health Permit is required by law for anyone selling a product that is designed to be consumed by a human being and must be presented to any of Stadium Swap Meet's employees upon request. Health Permits may be obtained at the Environmental Health Services, 5500 Overland Ave., Suites 110 & 210, San Diego, CA, 92123. The phone numbers are: (858) 505-6700 or (800) 253-9933.

ANIMAL REGULATIONS

31. Animal Regulations

- a. If you are selling animals of any kind, you must follow all applicable County of San Diego Health Department rules. The Stadium is frequented by the Humane Society and Animal Control personnel who inspect selling areas containing animals. These agencies may impound your animals, and fine you on the spot for any violations; compliance with all local Health Department rules, and regulations is mandatory.

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PROHIBITED ITEMS

32. No vendor shall offer or display at a Swap Meet any new or used personal property or merchandise of a kind which the Swap Meet Management has expressly prohibited.

33. The sale of weapons is absolutely prohibited

- a. No Seller may sell, exchange, offer to sell or exchange, expose for sale or exchange, or possess with the intent to sell or exchange, store, or transfer any weapons, or obviously harmful products at the Stadium Swap Meet, or on the grounds thereof.

Additional prohibited items consist of, but are not limited to, the following:

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| i. Aerosol paint and marking pens | x. Guns |
| ii. Ammunition | xi. Mace |
| iii. Bombs | xii. Mace-like products |
| iv. Counterfeit merchandise | xiii. Martial arts weaponry |
| v. Cross bows | xiv. Pepper spray |
| vi. Dogs/cats (see "Animal Regulations") | xv. Pornography |
| vii. Drug paraphernalia | xvi. Rifles |
| viii. Fireworks | xvii. Stun guns |
| ix. Grenades | xviii. Swords |
| | xix. Tear gas |
| | xx. Tobacco and/or tobacco products |

- b. Each Seller shall hold the Stadium Swap Meet harmless from any violation of any of the foregoing provisions. Violation of any of the above rules will result in revocation of your selling privileges at the Stadium Swap Meet at the sole discretion of the Stadium Swap Meet's Management.