

Orange Coast College Swap Meet

VENDOR MANUAL

REVISED DECEMBER 2024

College and Community Support
2701 FAIRVIEW RD. COSTA MESA, CA
92626 |
714-432-5882

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Be advised that operating procedures, rules, and regulations, including fees, terms, and conditions are subject to change without notice

Definitions

Bursar's Office

All Swap Meet transactions take place in the Campus accounting office. The hours are:

Monday – Thursday	8:30 am – 4:00 pm
Friday	8:30 am – 11:00 am
Saturday & Sunday	7:00 am – 9:00 am

Chargeback

A chargeback occurs when a cardholder disputes a transaction with their credit card issuer, resulting in a reversal of payment from the merchant's account

Compliance Officer

OCC Campus Public Safety employees responsible for ensuring that vendors comply with Swap Meet policies and procedures.

Contract Agreement

The agreement between the Enterprise and all vendors (daily and monthly) that describes the roles, responsibilities, and liabilities of all parties.

Counterfeit Goods

Representatives from various industries work to control the sale of their goods. Counterfeit items are common and difficult to distinguish. An item may look like "the real thing," but the price is much lower than customers would pay in a normal store.

Daily Vendors

A daily vendor may be either a casual or regular vendor who buys a space on a week-by-week basis. The daily vendors are not assigned a permanent space.

Director

Director of College and Community Services oversees the Swap Meet. The Director is responsible for implementing the business plan and vision of the Swap Meet as mandated by the Enterprise Corporation.

Enterprise Corporation

This is the limited liability corporation that owns the OCC Swap Meet. Its Board of Directors has governing oversight of the Swap Meet.

Grandfathered Vendors

Some vendors are long time vendors who were selling items prior to changes to Swap Meet regulations. They are allowed to continue selling merchandise that the OCC Swap Meet no longer accepts. Their spaces are not transferable once they decide not to sell anymore. Examples: Birds.

Handcrafted Items

Handcrafted/homemade items that comply with the contractual guidelines are acceptable year-round. Example: handmade pillows, ceramics that were made by the vendor, etc. Items assembled by the vendor cannot be considered "homemade."

Lottery

The process by which the Sunday "at-the-door" and spaces are sold. These include the sale of the "no show" spaces. (Note: Saturday spaces typically do not sell out, and therefore a lottery is not currently needed for Saturday "at the door" spaces.)

Manager

Under the general supervision of the Director, this person is responsible for daily operations at the OCC Swap Meet including leading the work of the Swap Meet staff, supervisors, and Campus Public Safety employees.

**During vacancy duties are assigned to the Director and the Swap Meet Committee.*

Monthly Vendors

Monthly Vendors are assigned a permanent space and pay one month in advance to retain that space. Monthly vendors are accepted and assigned spaces through an application process.

New Merchandise

Any item or unit that has not been previously owned or used is considered new.

Examples:

- Irregular, seconds, or damaged merchandise
- Refurbished items
- Returned items
- Surplus
- Plants/flowers

No-Show Spaces

When a vendor does not show up to sell, these “no show” spaces are available for resale on the morning of the Swap Meet.

Parking

Parking is free for patrons of the Swap Meet and available in all campus parking lots. Swap Meet vendors receive one parking space with their sales space, located directly behind their sales space. Vendors must park their vehicle in the designated parking space.

Professional Expert Lead

Daily operation lead staff who report to the manager and are responsible for morning set-up, afternoon break down, and scheduling walk-throughs.

Resale Permit

The California Department of Tax and Fee Administration requires any vendor who has an inventory of items, whether new, used, or handcrafted, and sells more than twice in a calendar year to obtain a Resale Permit. Sales tax owed to the state is tracked through this permit.

Risk Services

Risk Management supports the District and our colleges in mitigating its financial, operational, and reputational risks. Working collaboratively with all campus departments, Risk Management evaluates and addresses potential risk exposures, manages claims, and administers the District’s workers’ compensation, property & liability, and other insurance programs.

Swap Meet Committee

A group of Swap Meet, Bursar’s office, and Campus Safety staff and management who meet weekly to discuss Swap Meet processes, procedures,

incidents, and related matters. This committee aims to uphold process control, equity, and transparency through shared governance in Swap Meet operations.

Traffic Control

OCC Swap Meet and Campus Public Safety employees that work together to control traffic flow in the parking lots and on the surrounding city streets.

Used Merchandise

Any item or unit that has been previously owned and/or utilized is considered used merchandise.

Example:

- Garage or rummage sale items
- Previously used items re-packaged as new

Ethics

Vendors are expected to comply with the Ethics policies and procedures of the Coast Community College District. Vendors are not permitted to engage in any transaction that can be construed as a bribe, kick-back, gift, or payment in exchange for any service or benefit from any OCC staff member. Such activities would be considered misconduct and subject to Vendor Sales Termination process as described within this manual.

Policies and Procedures

Vendor Information

Banned Items for Sale

The Enterprise Corporation aims to ensure the Swap Meet offers a wide variety of legal items that are of interest to the purchasing community. For that purpose, items may intermittently be placed on restriction to help balance the environment of the swap meet. Additionally, there are items that are permanently banned as per the Swap Meet contract. The contract follows all state, county, and city rules and regulations governing swap meets and general business practices as it applies to restricting items for sale.

Buying a Space – Daily Vendors only

Advance Sales

Spaces may be purchased up to one month in advance.

A lottery is held every month when the following month's spaces go on sale. Lottery dates are posted in the Bursar's office and online at

<https://orangecoastcollege.edu/community/swap-meet/index.html> Advanced Sales are available for purchase in the OCC Bursar's Office during posted business hours until they are sold out.

Same Day Sales

Line up begins at the Bursar's Office no earlier than 6:00am. Doors open for "at-the-door" vacant space sales at 7:00am on Saturday and Sunday. On days where the spaces sell out, available "no-show" spaces are sold beginning at 8:00am. Space sales end at 9:00am.

Complaint Process

There are three ways for Swap Meet vendors and/or staff to offer suggestions, complaints, concerns, or recognition to Swap Meet personnel. The last two options are set up for anonymous reporting.

Option 1: Complete a comment form in writing and turn it into the Director of College and Community Services. Forms are available in the Bursar's office, the Swap Meet operations office, or online at:

<https://orangecoastcollege.edu/community/swap-meet/>

Option 2: Anonymously by using the online form found here:

<https://www.cccd.edu/departments/chancellor/internalaudit-issues.html> You may also visit Internal Audit in person at the District Office, by calling the Department at 714-438-4602, or you may submit a confidential email directly to InternalAudit@ccd.edu

Option 3: Call 714-432-6881 or toll-free 1-888-622-5376 and leave a message. Messages will be received by the Coast Community College District Internal Auditor.

Daily Vendors

Daily vendors must comply with the following:

- Purchase spaces in advance or on the day of, based on availability.
- Present a current USA ID or passport.
- Advance spaces are sold for New, Used and Handcraft items on Saturday and Used items only on Sunday.
- Vendors selling new items who wish to purchase advance spaces for Sunday must also buy the Saturday preceding the chosen Sunday.
- All sales are final.
- No space changes may be made.
- No refunds, exchanges, credits, or rain checks given.
- The Swap Meet operates rain or shine.

- Limit of no more than 4 spaces per Saturday and 3 spaces on Sunday.
- Buyer of the space must be the person selling items and be present in the space while the Swap Meet is operational.
- Person driving on to campus must have a current driver's license.
- Present a Resale Permit with OCC's address prior to the purchase of spaces for their third sales date in a calendar year.

Daily Vendor Payments

Daily vendors may pay via cash or credit card (AMEX not accepted). Credit cards must be verified with a current ID.

- Chargebacks will result in the vendor being prohibited from using a credit card on any future swap meet purchases.

Hours of Operation

Vendors:

6:00 am arrival

7:45 am set up

3:00 pm Swap Meet closes

4:00 pm vendors must be vacated at this time

Shoppers:

8:00 am – 3:00 pm

Saturdays and Sundays

Lottery

A lottery is held every Sunday morning to sell all remaining available spaces (including "no-show" spaces). The lottery will be held as follows:

- Vendors line up at the Bursar's office no earlier than 6:30 a.m.
- Three lines are formed using the criteria outlined below:
- At 7am the Swap Meet Manager assigns random numbers to vendors in line in the following order:
 1. Vendors selling used items are granted priority, draw from the lottery first, and are sold spaces first.
 2. Vendors selling new items who sold the Saturday immediately prior draw next and are sold any spaces remaining after the vendors with used merchandise have purchased their spaces.
 3. Finally, the vendors selling new items who did not sell the Saturday immediately prior draw and are sold any remaining spaces.
- Swap Meet staff assists vendors in lining up in the order of the numbers that were chosen.
- Swap Meet staff does a walk through to check for "no-show" spaces.
- Sales of "no-show" spaces begin at 8:00am

Monthly Vendors

A vendor may gain the status of Monthly Vendor by complying with all daily vendor regulations in addition to the following steps:

- Establish a six-month consistent sales history of selling at the OCC Swap Meet.
- Possess a valid permanent Resale Permit showing the vendors name and the college address.

Example: Joe Swap Meet
 2701 Fairview Road
 Costa Mesa, CA 92626

- Possess a current California driver's license or California identification card.
- Sign an annual contract with the Bursar's Office every January.
- Fill out Monthly Vendor application.
- Receive approval from Swap Meet Administration
- A limit of 4 consecutive spaces per Saturday per vendor.
- A limit of 3 consecutive spaces per Sunday per vendor.
- Checks, Cash or Credit Cards are acceptable for payment. Credit Cards must be verified with a current ID. (AMEX not accepted)
- Special coupons, discounts or promotions for Monthly Vendors will be communicated to all vendors.

Monthly Vendors Payments

To remain a Monthly Vendor, vendors must purchase spaces for the entire month.

- Invoicing is done the 10th of the month for the following month.
- Payment is due the 25th of the month.
- Payment by check must be received in the Bursar's office by the 18th of the month.
- Payments received after the due date must be paid by the last day of the month and are subject to a \$25 late fee.
- If the payment is not received by the last day of the month, a \$100 reinstatement fee will be charged.
- Vendors cannot sell if payment for their spaces has not been received.
- After three months of non-payment the monthly vendor loses their spaces, and the spaces are released for general sales.
- Checks returned for non-sufficient funds will be treated the same as non-payment and subject to an NSF fee as established by the Bursar's

Office.

- Vendors who bounce checks will not be able to pay by check for 6 months after the infraction
- Chargebacks will result in the vendor being prohibited from using a credit card on any future swap meet purchases.
- Monthly spaces that are not paid for are released for general sales.

Food Vendors and Payment

To maintain a balance of food services offered at the Swap Meet, food vendors must receive approval from the Director of College and Community Services and Swap Meet Committee. A limited number of food vendor spaces are designated for the Swap Meet. Food vendors are Monthly Vendors and must adhere to the same policies as non-food Monthly Vendors. Pricing structure is based on space, other resources required, and product. Food vendors are required to adhere to the following stipulations:

- Possess a current California driver's license or California identification card
- Have a Current health permit appropriate to their product
- Current million-dollar liability insurance policy with an endorsement holding the Coast Community College District, Orange Coast College, and its employees harmless.
- Fill out Monthly Vendor application.
- Purchase spaces for the month (no daily food vendors)

Product Conflict

OCC Swap Meet staff works to prevent product conflict in assigning spaces, the OCC Swap Meet is not responsible for guaranteeing product conflict in adjoining spaces.

Contract Compliance

Animals

Animals are not allowed on the Swap Meet premises, except for service animals. Vendors or attendees who bring pets will be asked to remove the animal. In the event of non-compliance, Campus Public Safety or Costa Mesa Police department will be called. In the event of any incident involving an animal, such as aggressive behavior, injuries caused by an animal, or any situation where the animal poses a potential risk to people or property, Costa Mesa Animal Services will be promptly dispatched to manage the situation.

Bicycles/Skateboards/Scooters

Riding skateboards, bicycles, or scooters in the Swap Meet is prohibited.

Counterfeit Merchandise

If a vendor is suspected of selling counterfeit merchandise, they will be asked to stop selling all items and vacate the Swap Meet vending space(s). Any counterfeit or suspected counterfeit merchandise is subject to seizure by law enforcement authorities. Any vendor suspected of selling counterfeit materials will be reported to the proper authorities. (See California Penal Code § 350 PC)

Plants/Flowers

Vendors selling plants or flowers must have a seller's permit, in addition to an agricultural license.

Suspension or Termination of Sales

The weekend Leads and Swap Meet Manager have the right to close down a vendor at any time and ask them to leave the property without warning based on any one of these infractions if the vendor is:

- harassing public or personnel
- selling counterfeit merchandise
- selling illegal merchandise
- engaging in illegal acts in public or private, or doing anything that is listed in the contract that is forbidden

Any vendor can be terminated immediately, and their selling privileges revoked at the discretion of the Director of College and Community Support.

Vendor Employees

Vendor agrees to assume any and all liability for injury or property damage incurred by vendor, vendor's employees, agents, and invitees, arising from, or relating to, vendor's, vendor's employees, and vendor's agent's conduct at the swap meet.

Contract Enforcement

OCC Swap Meet is dedicated to operating an efficient and equitable Swap Meet. The following guidelines are followed when a vendor is not complying with Swap Meet policies and procedures, contract terms and conditions, or other rules and regulations. All written reports are processed and distributed through OCC's ticketing system. Vendors will receive an e-mail copy of the write up directly from the system (no-reply@audienceview.com). Printed copies of the written warning can be made available upon request.

Level 1 Offense: Written warning

- A written notification is given to the vendor by the compliance officer or Swap Meet staff stating they are to stop their actions or face having their selling privilege revoked.
- The following designees receive a copy of the written warning: the Direct of College & Community Support or designee, Campus Public Safety, & the Bursar's office for filing in the vendor file.

Examples of Level 1 offense:

- Selling outside the parameters of your space
- Selling items not listed on your contract
- Being on Swap Meet grounds after 4:00pm

Level II Offense: Temporary termination of sales privileges.

- Vendor will be asked to stop selling and leave the college property immediately by OCC Campus Public Safety, swap meet staff, and/or Costa Mesa Police will be called for non-compliance or refusal to vacate.
- An incident report is written and given to the vendor, to the Director of College and Community Support or designee, Campus Public Safety, and Bursar's office for inclusion in the vendor file.

- Written reports are processed and distributed through OCC's ticketing system. Vendors will receive an e-mail copy of the write up directly from the system. (The sender is no-reply@audienceview.com)
- The Director of College and Community Support or designee, will notify the vendor that their selling privileges are revoked and for how long. Infractions will require at least one weekend of sales termination.

Examples of Level II offenses:

- Three Level I offenses
- Sub-Leasing spaces
- Selling a prohibited item as listed on the contract or as stated by governing rules and regulations.

Level III Offense: Permanent Termination of Vendor

- Vendor will be asked to leave the property immediately.
- An incident report is written and given to the vendor, to the Director of College and Community Support or designee, Campus Public Safety, and Bursar's office for inclusion in the vendor file. The report states the reasons the vendor should be terminated. The Director & Swap Meet Committee review the incident report and determine the appropriate action to be taken.
- A copy of the incident report will be given to Swap Meet Supervisors, Bursar's Office staff for inclusion in the vendor file, and Campus Public Safety office.
- The Director of College and Community Support or designee, will notify the vendor that their selling privileges are terminated and for how long.

Examples of Level III offenses:

- Three Level II offenses
- Abusive behavior towards the staff, other vendors, or shoppers
- Consistent non-compliance with Swap Meet rules, regulations, contract terms and conditions, policies, and procedures.
- Possession of weapons

Other Information

Free Speech Zones

Designated areas on campus available for the sole purpose of the non-commercial expression of ideas or dissemination of literature. Policies and procedures for these areas are overseen by the Vice President of Administrative Services.

Medical Emergencies

In the case of medical emergencies Monthly Vendors can request to hold their spaces without payment for up to 90 days. The spaces will be made available to daily vendors until the Monthly Vendor returns. There is a \$100 reinstatement fee for emergency holds. Any extenuating circumstances regarding medical leave will be brought to and decided by a Committee vote.

Merchandise

Monthly Vendors can only sell items listed on their original contract. Limited changes can be made in the Bursar's Office prior to paying the next month's invoice. Large change requests such as switching from used to new items will require the approval of the Swap Meet Manager. Seasonal items cannot be added, even on a temporary basis.

Resale Permit

Any vendor may sell two (2) times, in a calendar year, without a Resale Permit. A Resale Permit is required to purchase spaces for the third sales date in a calendar year. The Seller's Permit must have the vendor's name and OCC's campus address (see example on page 24). Seller's permits with business names will not be accepted.

To verify a Resale Permit with the California Department of Tax and Fee Administration in Sacramento, visit <https://onlineservices.cdtfa.ca.gov/>

The following types of Resale Permits will be accepted for the Swap Meet:

- **Individual Resale Permit:** The sellers name will appear on the Resale Permit.
- **Individual Resale Permit with Additional Sellers:** The seller's name will appear on the Resale Permit with "et. al." after their name. Must have a (530B), which is a list of individuals authorized to sell attached.
- **Consolidated Resale Permit:** This permit authorizes the seller to sell at all Swap Meets in California.
- **Temporary Permit:** The temporary permit is valid for a three-month permit (specified on permit).

Please contact your local CA Department of Tax and Fee Administration office for more information.

Vacation Days

Two vacation days per Saturday and two per Sunday are offered per calendar year. Vacation notices must be made in person in the Bursar's office. Unused vacation days expire at the end of each calendar year and may not be carried over to the following calendar year. Vendors must notify the Bursar's Office staff and complete a vacation request prior to paying for that month's spaces. Vacation notices given after payment of invoice will not be honored and a refund or credit will not be granted.

Vendor Privacy

Swap Meet staff is often asked to provide personal information regarding vendors. Any computer information, including the name, phone number, address, space number, the last time, or how many times a vendor has sold, etc., is private information. Any requester should be directed to the Swap Meet Manager or the Supervisor on duty. If you are told that an attorney is making the request, the procedure remains the same.

Appendix

Important Numbers

Anonymous Comments and Concerns Hotline	1-888-622-5376
Bursar's Office	1-714-432-5880
Campus Public Safety	1-714-432-5017
Director	1-714-432-5882
Manager	Vacant

CDTFA Office Locations: <https://www.cdtfa.ca.gov/office-locations.htm>

Frequently Asked Questions (FAQ)

What size are the spaces?

The spaces are 8.5 feet wide by 36 feet deep with a sales space of 8.5 feet x 18 feet. The space size is designed to accommodate the seller's vehicle, as well as to display material and merchandise. The space boundaries are marked, and spaces are numbered. All display material, merchandise, and the seller's vehicle must be within the boundaries at all times.

What do I do with my empty boxes, packing materials and trash?

Vendors must dispose of their own boxes and trash. The space must be free of trash and debris when vendors leave at the end of the day. Vendors are not permitted to put their trash into another space. Vendors found in non-compliance may be fined.

What do I do in case of an emergency situation?

Contact OCC Campus Safety at 714-432-5017 or call 911.

Can I be put on a list to become a Monthly Vendor?

No, there isn't a list. When it is decided to add Monthly Vendors, Swap Meet staff will notify vendors of the requirements and process.

What do I do if there has been a spill requiring a clean-up?

Find a staff member in orange or a Campus Public Safety Officer at 714-432-5017. If a staff member cannot be found immediately, call the office at 714-432-5882.

What do I do if I have a problem with my neighbor?

Find a staff member in orange or a Campus Public Safety Officer. Or go to the Swap Meet Office located near the stadium.

Who do I call if I have to report an injury, lost child, and emergency?

Call Campus Public Safety at 714-432-5017 or 911 Costa Mesa PD/Fire Department.

Swap Meet Pricing

Swap Meet Pricing

effective July 2024

Space Type	Price Type	Cost per space
Regular Space	Advance/Monthly	\$ 55.00
Regular Space	At-the-Door	\$ 65.00
Corner	Advance/Monthly	\$ 140.00
Corner	At-the-Door	\$ 150.00
X & Z Rows	Advance/Monthly	\$ 90.00
X & Z Rows	At-the-Door	\$ 120.00
Pre-packaged Food	Monthly Sat/Sun	\$ 55.00
Prepared Food Vendor	Monthly Saturday	\$ 100.00
Prepared Food Vendor	Monthly Sunday	\$ 130.00
Produce Vendor	Monthly Saturday	\$ 90.00
Produce Vendor	Monthly Sunday	\$ 120.00

Nuevos Precios del Swap Meet

efectivo Julio 2024

Tipo de Espacio	Tipo de Precio	Costo de Espacio
Espacio Regular	Por Adelantado/Mensual	\$ 55.00
Espacio Regular	Precio para el mismo dia	\$ 65.00
Esquina	Por Adelantado/Mensual	\$ 140.00
Equina	Precio para el mismo dia	\$ 150.00
Filas X & Z	Por Adelantado/Mensual	\$ 90.00
Filas X & Z	Precio para el mismo dia	\$ 120.00
Comida Empacada	Mensual-Sab/Dom	\$ 55.00
Comida Preparada	Mensual-Sabado	\$ 100.00
Comida Preparada	Mensual- Domingo	\$ 130.00
Vendedor de Verdura	Mensual-Sabado	\$ 90.00
Vendedor de Verdura	Mensual-Domingo	\$ 120.00

Swap Meet Contract

COAST COMMUNITY COLLEGE DISTRICT ENTERPRISE, INC.
SWAP MEET VENDOR AGREEMENT
(ORANGE COAST COLLEGE SWAP MEET)

This Swap Meet Vendor Agreement ("Agreement") is entered into between the Coast Community College District Enterprise, Inc. ("Enterprise") and _____ ("Vendor"). This Agreement governs Vendor's conduct and responsibilities for Vendor's use of assigned Orange Coast College Swap Meet ("Swap Meet") space as more fully set forth in Attachment 1 to this Agreement, which is incorporated by reference herein.

TERM: This Agreement is effective as of the latest date of signature below and shall terminate one year from this date. This Agreement governs each date that Vendor rents a space at the Swap Meet during the term of this Agreement.

LIMITED VENDOR RIGHTS: Except as set forth in this Agreement, neither Vendor's Swap Meet space rental nor this Agreement creates a continuing property right for the continued use of any Swap Meet space. Vendor's violation of any rules and regulations Enterprise or of the Swap Meet, harassment of Swap Meet staff, disputes with other vendors, or disputes with the public may result in the immediate termination of this Agreement. Vendor acknowledges that Swap Meet staff may relocate Vendor's location in the Swap Meet. Vendor understands that all Swap Meet Space rentals are final and are not refundable. Vendor shall occupy only its assigned Swap Meet space. Vendor shall not change the assigned Swap Meet space without Enterprise's written permission. Vendor assumes sole responsibility for, and all liability arising from, all goods, merchandise, and equipment brought onto the premises of the Swap Meet by Vendor. Vendor shall leave its assigned space clear of trash and unsold items at the conclusion of each Swap Meet day. Enterprise reserves the right to terminate this Agreement at any time, for any reason.

PROHIBITED ITEMS AND CONDUCT: Enterprise reserves the right to prohibit the sale or display of any item that is unlawful, constitutes a risk of harm to the public, is a nuisance to the public, or which affects the orderly operation of the Swap Meet. Vendor shall not sell goods from other than its assigned Vendor space. Vendor is prohibited from subleasing, assigning, or sharing Vendor space. Vendor must be present in assigned space. Vendor is prohibited from riding skateboards, bicycles, or scooters in the Swap Meet. **VENDOR SHALL NOT SELL ANY OF THE FOLLOWING ITEMS:** Ingestible medicinal items, including, but not limited to, aspirin, diet products, prescription drugs or medications, topical medications, or toothpaste; pepper spray; firearms, including pellet and BB guns; ammunition; volatile or toxic chemicals; illegal knives; weapons; drug-related paraphernalia; paint of any kind; animals (except that birds may be allowed with the express written permission of Enterprise); used mattresses; pornographic items; any items containing nudity; food or beverage items unless expressly authorized by Enterprise. Vendor shall not use generators nor sell or use propane tanks. Vendor shall not sell nor solicit customers to purchase, or register for, magazine subscriptions. Vendor shall not sell nor market cellular telephone services, calling cards, pagers, satellite services, or real estate sales or rentals. Vendor is prohibited from playing music, radios, stereos, televisions, or other audio devices at the Swap Meet, unless expressly authorized by Enterprise staff. Vendor is prohibited from selling, consuming, or distributing alcoholic beverages at the Swap Meet. Enterprise reserves the right to exclude other items at its sole discretion. Vendor shall not distribute flyers or other printed materials within the Swap Meet, except at Vendor's own space. Vendor shall not solicit customers at the Swap Meet, except from Vendor's own space. Vendor is prohibited from selling counterfeit or stolen merchandise. Vendor is prohibited from possessing or selling incendiary devices, including flares. **ANY COUNTERFEIT OR SUSPECTED COUNTERFEIT MERCHANDISE IS SUBJECT TO SEIZURE BY LAW ENFORCEMENT AUTHORITIES.**

VENDOR IDENTIFICATION / SWAP MEET SAFETY: Vendor must possess a valid photo identification (example: a State-issued Driver License or U.S. passport) at all times while on Swap Meet premises. Only licensed and insured drivers may drive vehicles on the Swap Meet premises. Vendors operating a vehicle in the Swap Meet in violation of this provision will have this Agreement terminated immediately. Swap Meet spaces are typically 8 feet wide and 18 feet long; vehicles over 18 feet in length are not permitted to park in a Swap Meet space. Vendors and all Vendor merchandise must remain completely within their designated Swap Meet space area. Vendors must place weights of a minimum of 25 lbs. to secure each individual tarp pole. Hanging weights must be appropriate for the structure of the tarp. Vendor acknowledges that there is a 5 miles per hour speed limit in the Swap Meet and its surrounding parking area. Vendor acknowledges its obligation to exercise extreme caution and to drive more slowly if pedestrians or hazards are present. Vendor shall supervise and maintain control of all minor children that accompany Vendor to the Swap Meet.

ENTERPRISE RIGHTS IF VENDOR VIOLATES THIS AGREEMENT: Should Vendor display, sell, or offer any prohibited merchandise, or otherwise fail to abide by the terms of this Agreement, Enterprise, in its sole discretion, may terminate this Agreement immediately. If this Agreement is so terminated for cause, Vendor immediately and peaceably shall vacate the assigned space(s) without refund of rental fees paid. Enterprise reserves the right to ban or suspend Vendor from participating at the Swap Meet in the future.

VENDOR LIABILITY INSURANCE: As part of the Vendor's Swap Meet space rental fee, Vendor is provided with comprehensive general liability coverage for bodily injury and property damage, subject to a deductible to be paid by Vendor. Further, Products Liability, Completed Operations, and Medical Expenses coverages, are specifically excluded, and not provided for, as part of this policy, and are the sole responsibility of the Vendor. Additional Vendor insurance coverage requirements may be set by Enterprise, depending on risk and Vendor's type of activity in Swap Meet. Swap Meet rental derived general liability and property damage insurance information is available for inspection upon request.

SALES TAX: Vendors are required to comply with all applicable statutes and regulations of the California Board of Equalization, including Title 18, Section 1595(a)(1). Vendors should reference Form BOE-410-D, available at <http://www.boe.ca.gov/pdf/boe410d.pdf> for more information.

VENDOR INFORMATION REPORT: State law requires that vendors 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 Enterprise Swap Meet staff. This form must be completed and submitted to Enterprise by 12:00 p.m. of the selling day. Vendor's failure to comply with the collection of this information shall result in the termination of this Agreement.

CANCELLATION/NO REFUNDS: All Vendor Swap Meet space rentals are non-refundable and non-cancellable. If a Vendor elects not to use their space, or does not occupy their space by 7:45 a.m., the fee for that day is forfeited, and the Enterprise has the right to resell the space. Swap Meet space(s) cannot be transferred, assigned, or subleased by Vendor.

RAIN POLICY: The Swap Meet operates, rain or shine, on all scheduled weekends. Vendor shall not be entitled to refunds due to inclement weather, or for rain occurring prior to or during Swap Meet operations.

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 or more.

VENDOR 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, pursuant to state law.

VENDOR'S RELEASE, WAIVER, HOLD HARMLESS, AND INDEMNIFICATION:

VENDOR AGREES TO ASSUME ANY AND ALL LIABILITY FOR INJURY OR PROPERTY DAMAGE INCURRED BY VENDOR, VENDOR'S EMPLOYEES, AGENTS, AND INVITEES, ARISING FROM, OR RELATING TO, VENDOR'S, VENDOR'S EMPLOYEES, AND VENDOR'S AGENT'S CONDUCT AT THE SWAP MEET. VENDOR HEREBY AGREES TO RELEASE, PROTECT, HOLD HARMLESS, INDEMNIFY, AND TO DEFEND ENTERPRISE AND ITS OFFICERS, AND THE COAST COMMUNITY COLLEGE DISTRICT ("DISTRICT"), DISTRICT'S COLLEGES, ITS TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS, FROM ANY AND ALL LIABILITY ARISING FROM, RELATING TO, OR 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, invitees, other vendors, or such person's heirs, executors, administrators, or assigns, may have against Enterprise, its officers, the Coast Community College District, its colleges, trustees, officers, employees, and agents, arising out of, or in connection with, Vendor's activities under this Agreement, including, but not limited to claims of 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 Enterprise, District, or College.

SWAP MEET LOCATION/VENDOR SET-UP SCHEDULE: The Orange Coast College Swap Meet is located at 2701 Fairview Road, Costa Mesa, CA 92626, in the Adams Parking Lot at the intersection of Adams Avenue and Pinecreek Street. Vendor shall comply with the following set-up schedule when conducting Vendor activities at the Swap Meet:

6:00 a.m. The Swap Meet area opens for Vendor to set-up.

7:45 a.m. Vendor set-up is complete. No further Vendor vehicle access is allowed.

8:00 a.m. Swap Meet is open to the public.

8:00 a.m. "No show" Vendor spaces are resold.

12:00 p.m. "Swap Meet Vendor's Information (Police) Report" (listing merchandise that Vendor is selling must be completed and submitted by this time.)

3:00 p.m. Swap Meet closes. Vendor departure begins.

4:00 p.m. Vendor must have vacated the Swap Meet area by this time.

VENDOR CLASSIFICATION: Monthly Vendors: Monthly payment must be received by the Swap Meet Business Office no later than the specified "DUE DATE" on the invoice. A late charge of \$25.00 will be added if Vendor payment is not made by the due date. This late charge is subject to change without notice. Vendor may be also subject to reinstatement fees for late payments. Daily Vendors: Reservations are made on first-come, first-serve basis and/or lottery basis.

MERCHANDISE CLASSIFICATION: Vendors of new merchandise items must obtain Swap Meet administration approval, prior to the sales of such items. New Merchandise: Any item that has not been used by the owner. Any unused items that are 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.

ADDITIONAL INFORMATION OR ASSISTANCE: Vendor can call the Swap Meet Business Office at (714) 432-5880, Monday through Friday, from 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.

VENDOR REPRESENTS THAT HE/SHE HAS CAREFULLY REVIEWED AND UNDERSTANDS THIS AGREEMENT AND CONSENTS TO THE FOREGOING TERMS.

Vendor Signature

Date

Enterprise Signature

Date

The Vendor's use of designated Swap Meet space set forth on Attachment 1 to this Agreement is effective only upon Vendor's authorized signature on this Agreement and the timely receipt of full payment from Vendor.

Vendor E-mail Address

Vendor Phone Number

CCODE Standard Swap Meet Vendor Agreement 03/2015 (OCC)

Seller's Permit

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS

CALIFORNIA STATE BOARD OF EQUALIZATION

SELLER'S PERMIT

ACCOUNT NUMBER

1/1/2006

SR

EAA

2701 FAIRVIEW RD
COSTA MESA, CA 92626-5563

NOTICE TO PERMITTEE:
You are required to obey all Federal and State laws that regulate or control your business. This permit does not allow you to do otherwise.

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION. THIS PERMIT IS VALID ONLY AT THE ABOVE ADDRESS.

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED AND IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES OWED BY THE NEW OPERATOR OF THE BUSINESS.

Not valid at any other address

For general tax questions, please call our Information Center at 800-400-7115.

For information on your rights, contact the Taxpayers' Rights Advocate Office at 888-324-2798 or 916-324-2798.

BOE-442-R REV. 15 (2-08)

A MESSAGE TO OUR NEW PERMIT HOLDER

As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

- Visiting our website at www.boe.ca.gov
- Visiting a district office
- Attending a Basic Sales and Use Tax Law class offered at one of our district offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Information Center at 800-400-7115

As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. Conversely, you have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the Board
- You are responsible for following the regulations set forth by the Board

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a Board representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a Board office, or giving it to a Board representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with the Board, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 888-324-2798 or 916-324-2798. Their fax number is 916-323-3319.

Please post this permit at the address for which it was issued and at a location visible to your customers.

STATE BOARD OF EQUALIZATION
Sales and Use Tax Department

Certificate of Insurance

CERTIFICATE OF INSURANCE		ISSUE DATE (MM/DD/YY) 8/21/07			
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
COMPANIES AFFORDING COVERAGE					
	COMPANY LETTER A NAUTILUS INSURANCE COMPANY				
	COMPANY LETTER B c/o BLISS & GLENNON				
	COMPANY LETTER C				
	COMPANY LETTER D				
	COMPANY LETTER E				
INSURED					
COVERAGES					
THIS IS TO CERTIFY THAT THE POLICIES OR INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY BE REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRED DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				GENERAL AGGREGATE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG. INCLUDED
	☒ CLAIMS MADE ☒ OCCUR				PERSONAL AND ADJ. INJURY \$ 1,000,000
	☐ OWNERS & CONTRACTORS PROT.		04/01/08	04/01/07	EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (any one fire) \$ 50,000
	AUTOMOBILE LIABILITY				MED EXPENSE (any one person) EXCLUDE
	☐ ANY AUTO				COMBINED SINGLE LIMIT \$
	☐ ALL OWNED AUTOS				BODILY INJURY (per person) \$
	☐ SCHEDULED AUTOS				BODILY INJURY (per accident) \$
	☐ HIRED AUTOS				PROPERTY DAMAGE \$
	☐ NON-OWNED AUTOS				EACH OCCURRENCE \$
	☐ GARAGE LIABILITY				AGGREGATE \$
	EXCESS LIABILITY				
	☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				EACH ACCIDENT \$
					DISEASE-POLICY LIMIT \$
					DISEASE-EACH EMPLOYEE \$
	OTHER				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS					
The Coast Community College District, its Colleges, its Boards of Trustees, officers, agents, representatives and employees are named as additional insured; but only insofar as the operations under this contract are concerned.					
CERTIFICATE HOLDER		CANCELLATION			
Orange Coast College Swapmeet Attn: Community Service-Swapmeet P.O. Box 5005 Costa Mesa CA 92628-5005		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			
		AUTHORIZED REPRESENTATIVE <i>Dick Wardlaw</i>			

Insurance Endorsement

POLICY NUMBER: T80

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
The Coast Community College District, its Colleges, its Board of Trustees, officers, agents and representatives and employees. Attn: Community Service-Swapmeet P.O. Box 5005 Costa Mesa CA 92628
EXAMPLE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

Comment & Suggestion Form

Orange Coast College Swapmeet

Comment and Suggestion Form

Name: Date:

Phone:

Email Address:

Please check the boxes that most closely match your inquiry today:

- ☐ Comment
☐ Suggestion for improvement
☐ Concern
☐ Confidential

Please detail your comment, suggestion or concern in the space provided:

Do you wish to be updated on the progress of our response?

- ☐ Yes
☐ No

Submit Email

CCCDE Coast Community College District
Enterprise, Inc

