

# *The Orange Show Swap Meet*

## **Rules & Regulations**

By participating in the National Orange Show Swap Meet (the "Market") each participating Seller ("Vendor") is bound by and agrees to abide by the following Rules and Regulations (the "Rules"):

1. The National Orange Show ("NOS") management reserves the right to revoke the license granted and to exclude any Vendor from the market for any violation of the following Rules, or any other behavior which threatens to or does cause harm to any person or property, which threatens to or does cause any breach of the peace of the Market or which interferes with the rights of other Vendors or guests at the Market. In the event any Vendor is so excluded pursuant to these Rules, there will be **NO REFUNDS OR EXCHANGES**.
2. The NOS reserves the right to make additional Rules & Regulations as necessary or advisable and without prior notice, and each Vendor shall abide by them once notified of such new Rules and Regulations.
3. Vendor move-in is from 6:00 am to 8:00 am all reserved Vendor must check in by 8:00 am or your ticket may be voided **You may not drive out of your selling space until after the Market closes at approximately 1:00 pm.**
4. All Vendors must be off the grounds by 3:00 pm or as such a time the NOS deems necessary each event.
5. The speed limit on the NOS grounds is 5 MPH. Pedestrians have the right of way.
6. All persons driving on the Market grounds are required to have in their possession a valid driver's License and proof of automobile insurance.
7. Most spaces accommodate one (1) vehicle, if you have a trailer or second vehicle, you must have two spaces or the trailer or second vehicle may not be permitted to enter the event.
8. Space prices and sizes are subject to change at any time, without prior notice.
9. All dealings conducted by booth personnel must be performed so as to not infringe upon the rights of other Vendors or offend other persons. Should the Vendor wish to pass out printed material or other articles, this must take place from the assigned space, and subject to prior NOS management approval. No attracting attention in a noisy or undignified manner, including the use of P.A. or speaker systems is permitted.
10. The NOS reserves the right to restrict, exclude, or evict Vendors or exhibits, which because of their method of operation, noise, or other features become objectionable, or which, in the opinion of the NOS, may infringe upon the rights of other Vendors, offend other persons or detract from the general character of the event as a whole. This includes, but is not limited to, persons, things, printed material, merchandise the NOS deems objectional and excessive noise such as that from such as stereos, radios, televisions, shouting, and amplified voices.
11. The Vendor has the responsibility for protecting his/her/its own property at all times.
12. A Vendor's license is personal to the Vendor and cannot be assigned, transferred, or resold by the Vendor, Any such assignment, transfer or resale shall be null & void.
13. All Vendors are responsible for having a valid resale number from the California Department of Tax and Fee Administration, unless you are advertising, lead generating, or selling items that are exempt from taxes. Vendors are responsible for collecting and paying all sales taxes on taxable sales.
14. Each Vendor must comply with all applicable city, county, state and federal laws and COVID-guidelines.
15. The NOS reserves the right to reasonably refuse service and/or admission to anyone and to evict any person(s) from the Market.
16. Anyone setting up a canopy, umbrella, or any type of shade structure, must have it properly anchored and it must be structurally sound. The NOS is not responsible or liable for a Vendor's use of any such structures. If a Vendor erects such a structure, the NOS reserves the right to require the Vendor to take it down at any time it deems necessary for any reason, including weather conditions. However, the NOS undertakes no duty to inspect or confirm the safety of any such structure, which duty remains that of the Vendor.
17. A Vendor who occupies a space without an electrical supply may not run a cord to other spaces without prior approval from NOS Management. Vendor may not have electrical cords in the aisles or otherwise where it may cause a trip or other hazard. Electricity is available is select locations for an additional fee.

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## **Rules & Regulations** (Continued)

18. The following items may not be sold at the Market: ***dogs, cats or animals of any kind; pornography of any kind; firearms, weapons or ammunition; drug related paraphernalia; medications of any kind; counterfeit merchandise of any kind; pre-recorded music, CD's or tapes; and consigned products.***
19. Vendors may not sell snacks or other foods, such as hot dogs and hamburgers, intended for consumption at the Market. Vendors selling other consumables must obtain specific advanced consent from NOS Management, ***and*** must obtain all necessary applications, permits and insurance. Vendors interested in selling consumables should contact the NOS prior to selling any such products.
20. No Vendor may offer tattoos, Henna Tattoos, face painting, massage services, or any type of service that requires physical contact with customers.
21. The following brands or so called "knock offs" of the following brands, may not be sold in any form. ***Louis Vuitton, Chanel, Coach, Christian Dior, Michael Kors and Gucci.*** Anyone caught selling these products could face immediate eviction from the Market. The NOS reserves the right to expand this list of prohibited brands at any time.
22. A Vendor's ticket remains the property of The National Orange Show and must be produced for inspection and be surrendered upon demand to an authorized employee.
23. Vendors may not purchase spaces under another Vendor's account, unless that Vendor is present at the time of purchase, or prior written authorization is on file.
24. Vendors may not physically alter the grounds of the Market in any manner, including by driving any objects into the ground to secure canopies, securing their merchandise or canopies to the fences, or painting or marking the ground in any way.
25. Any Vendor caught selling stolen, counterfeit, black market or illegal merchandise or any goods or services prohibited by these Rules is subject to immediate eviction from the Market and loss of future selling privileges.
26. No pets are allowed. Vendors are not permitted to bring pets, even if they remain in a vehicle. No open flame or BBQ cooking is permitted at the event.
27. All Vendors and staff must follow COVID-19 requirements set forth by The NOS, The County of San Bernardino, or The State of California.

## **Assumption of Risk, Release, Indemnification and Coronavirus/COVID-19 Acknowledgment**

**By their execution hereinbelow, each Vendor specifically acknowledges and agrees as follows:**

1. Vendor, on behalf of him/her self and each of Vendor's assistants, employees, family members, invitees and each and every other person assisting or otherwise accompanying Vendor at the Market (collectively the "Vendor Parties"), hereby assumes, as to the National Orange Show, all risk of personal injury and loss of property including, without limitation, any injury to Vendor's business or loss of income therefrom or for damage to the goods, wares, merchandise, or other property of Vendor, injury to the person of Vendor and the Vendor Parties or injury ties whether such damage or injury is caused by or results from fire, electricity, gas, water or rain, or from the breakage, collapse, depression or other defects of paved areas, structures, fences, or from any other cause whatsoever, whether such injury or damage results from conditions arising upon the premises of the Market or upon other portions of the NOS, as well as all suits, claims, damages, liabilities and costs arising therefrom ("collectively "Losses"). Vendor agrees, by its execution hereinbelow, to indemnify, defend (with counsel approved by the NOS) hold harmless the National Orange Show, its officers, directors, agents, employees, and representatives from and with respect to all such Losses as well as all liabilities, suits, losses, cost and damages to third parties and the property of third parties arising from or related to the acts or omissions of Vendor and Vendor Parties at or with respect to the Market. The foregoing release and indemnification shall further apply to any and all Losses arising from or related to Risk of Exposure to Covid-19 as further detailed below. Notwithstanding foregoing, the preceding waiver and indemnification shall not apply to Losses caused by the grossly negligent or reckless conduct of the National Orange Show.

## Risk of Exposure to Covid-19

The novel coronavirus, or COVID-19, has been declared a worldwide pandemic by the World Health Organization. The National Orange Show the State of California and the County of San Bernardino have put in place preventative measures to reduce the spread of COVID-19. However, the NOS cannot guarantee that you will not become infected with COVID-19. Further, being a Vendor exposes you to other people and may, therefore, increase your risk of contracting COVID-19. By your execution below, you acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you may be exposed to or infected by COVID-19 by participating as a Vendor or otherwise attending the Market and further acknowledge that such exposure or infection may result in personal injury, illness, permanent disability, and death.

**By signing below, I acknowledge receiving a copy of these Rules & Regulations, and have read & understand them, and agree to follow them. I further specifically agree to the Assumption of Risk, Release and Indemnification set forth above, including, without limitation, assumption of the risk of exposure to Covid-19.**

Date: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Drivers License or ID #: \_\_\_\_\_ State of Issue: \_\_\_\_\_

Form Reviewed and accepted by: \_\_\_\_\_ NOS Employee