

Yuma Swap Meet

Last Updated September 2014

Yuma Swap Meet is a unique place to visit and great place to operate a business. Yuma Swap Meet has rules and regulations to make this better flea market. Which is a fun place to visit and a great place to do business. We look forward to working with you. Please feel free to provide us with any thoughts and comments you have regarding these Rules and Regulations.

General Rules & Regulations

1. Vendors must sign a Vendor Agreement prior to being a vendor at Yuma Swap Meet. These Rules and Regulations are the ones referenced in the Vendor Agreement.
2. Vendors must comply with all federal, state, county and city ordinances, laws and regulations, and have appropriate permits and/or licenses.

Equal Opportunity

Yuma Swap Meet adheres to the principles of Equal Opportunity. Yuma Swap Meet does not and will not discriminate against any employee, any applicant for employment, any vendor, because of race, color, religion, age, sex, national origin, disability or veteran's status.

& Regulations

3. Vendors must possess a Space Ticket for each space the vendor will occupy **prior** to setting up.
4. A Space Ticket represents a temporary license to occupy a particular space on a particular day and can be revoked for any reason without compensation to license holder vendor. A Space Ticket cannot be sublet, assigned or transferred by the purchaser. All changes must be approved by the management in writing. There are **no refunds or rain checks**. Vendors have no proprietary rights to any space.
5. Vendors who buy a Space Ticket accept the space on an as is, where is, basis. Yuma Swap Meet offers no guarantees or warranties of any kind. The vendor will specifically hold Southern Arizona Greyhound Racing, Inc. dba's Yuma Swap Meet, its officers, employees, directors, shareholders and agents harmless from any and all damages and/or injuries suffered in conjunction with its operation. Vendors must execute a Space Agreement before occupying a space. Should a vendor fail to execute a Space Agreement, the vendor agrees (which agreement is evidenced by occupying a space or purchasing a Space Ticket), nonetheless, to be bound by the terms of a Space Agreement.
6. Vendors must occupy their designated space by 8:00 am each operating day or it may be re-licensed without any compensation to the vendor.
7. Vendors cannot hold a space for another vendor.
8. Vendor who purchase a space ticket for a space on

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- a monthly basis have priority over vendors who only purchase a space ticket on a daily or weekly basis.
9. Space Tickets purchased on a monthly basis must be paid for by the last Sunday of the prior month. If the next month's license fee is not paid on time, the vendor's reservation is cancelled and the space may be licensed to another vendor.
10. Management reserves the right to move vendors, and/or refuse to sell a Space Ticket to a vendor from occupying a space for which they have a Space Ticket.
11. Management reserves the right to refuse admission to any person (vendor, shopper, or visitor) to the grounds.
12. Management reserves the right to access any space at any time to inspect all merchandise and regulate what the vendor sells.
13. Vendor merchandise, awning frames, vehicles, tie downs, tables, racks, etc. must remain within the lines of the rented space.
14. All awning shades, tents, tarps, etc. must be firmly secured to the ground. Vendors are responsible for any injuries or damage that occur from vendor awning, shades, tarps, tents, etc.
15. Vendors must remove their trash from the grounds. Trash cans and the trash compactor are provided for shoppers' trash only. Vendors leaving trash may be fined up to \$100.00

for trash removal. A cardboard container is provided for the vendors on the south east corner of the property. Cardboard must be broken down flat. Vendors leaving cardboard in the trash cans or in the aisle may be fined up to \$100.00.

16. Due to insurance requirements and the safety of our shoppers and vendors, driving in the selling area of the swap meet is strictly prohibited during the busiest hours. These hours will be announced and vary throughout the year.
17. All awning, frames, merchandise, tables, racks, and vehicles must be removed by the end of the day for any space if the vendor does not possess a space ticket for the following selling days. Any property left in a space may be confiscated and destroyed at Yuma Swap Meet's discretion. If property is returned, a return fee of \$ 100.00 will be assessed. This return fee must be paid prior to the return of said property.
18. Vendors wanting to reserve a space for the next season (November-March) must pay for the month of November no later than the last Sunday of March of the same year.
19. The right to license specific spaces will be auctioned off. The auction price only provides the right to lease a space, and is in addition to the regular space rent. Certain spaces will be auctioned on a monthly basis; others will be auctioned only once per season (October through April). Auctions may be conducted as a silent or a live auction. Auctions forms and complete information will be available in the office.
20. Vehicles left on the property will be towed unless they are in a prepaid space.
21. Vendors are expected to conduct their business in a professional and fun manner.

PROHIBITED ITEMS

The following are strictly prohibited:

- => Counterfeit Items or unlicensed merchandise
- => Guns, ammunition, explosives, fireworks, etc.
- => Adult books, magazines, videos or like material
- => Drug paraphernalia
- => Games of chance
- => Solicitation of Vendors and shoppers
- => Distribution of fliers, handbills, etc.
- => Explosive or noxious items or products

Regulated items

These may be stored or sold only with management approval

- => Storage, sale or use of gasoline or petroleum
- => Prepared food, drinks or snacks

Yuma Swap Meet may take appropriate action against any vendor who fails to comply with or violates a rule or regulation of Yuma Swap Meet. Such action may include, but is not limited to, canceling or revoking any Space Ticket, forfeiting any deposits or other monies paid to Yuma Swap Meet, declining any future sales to such vendor, or any other relief or action deemed necessary by Yuma Swap Meet. These rules and regulations are subjected to change without notice. All Vendors agree to be bound by any changes, revisions and interpretation of these Rules and Regulations.



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Business.,!*