

RULES AND REGULATIONS

- 1) Right to Refuse a Space: Management reserves the right to refuse to rent space to any vendor (the "Vendor") for reason other than race, creed, national origin, gender, physical handicap, or other reason prohibited by applicable law.
- 2) No Transfers: Under no circumstances may a reservation or space be sold, sublet, assigned, transferred to or used by another individual. Any Vendor doing so will lose his/her reservation and/or space and be barred from obtaining further reservations or spaces at Roadium Open Air Market ("The Roadium").
- 3) No Solicitations: No soliciting or distributing of any advertising or marketing material is allowed without the prior written approval of management.
- 4) No Animals: No pets or animals are allowed on the premises.
- 5) Limitations on Use: Space is assigned solely for the display and sale of merchandise or service approved by management. The Roadium also reserves the right at its discretion to prohibit the sale or display of any item or service deemed inappropriate. Items prohibited include, but are not limited to the following:
 - a. No gum, candy, drinks, or other items which may be used for onsite consumption (except approved fruits, vegetables, and other food items for offsite consumption) will be allowed. See management for approved items.
 - b. No entertainment or games of chance to be played by the public.
 - c. No hash or water pipes, roach clips, other paraphernalia commonly used or associated with the use of marijuana, or other forms of illegal drugs or narcotics will be allowed.
 - d. No guns, fireworks, or ammunition of any kind will be allowed.
 - e. No endangered species products of any description will be allowed.
 - f. No items, which may constitute patent, trademark, or copyright infringement and no counterfeit products or any item involving a misrepresentation of a trademark, patent, or copyright of any type, will be allowed. If any Vendor is found to be in violation of this rule, s/he will be permanently banned from selling at The Roadium.
 - g. No items, which are illegal or pornographic, will be allowed. No adult magazines, which depict or portray persons in the nude, may be conspicuously displayed.
 - h. No other item, which in the opinion of management may be illegal and/or hazardous to the health and/or welfare of other sellers and/or other persons on the premises of The Roadium, will be allowed.
 - i. There will be no palm reading.
 - j. There will be no motor vehicle sales permitted.
 - k. There will be no ear piercing allowed without proper insurance certification.
 - l. There will be no other body piercing, brow threading, body painting, henna, or tattoos allowed. Any skin or body contact between Vendors and shoppers is strictly prohibited.
 - m. Personal health services will not be allowed.
- 6) Vendor Space Sizes: Vendor spaces are approximately ten by sixteen (10 x 16); however, management reserves the right to vary said space sizes at its sole discretion.
- 7) Defined Spaces: All Vendor spaces are clearly marked with yellow and white painted boundary lines. Vendors must conduct all business and display all merchandise within the confines of said boundaries.
- 8) Single Vehicle: Only the vehicle which the Vendor is personally driving will be admitted to the seller's area. Vehicle that brings in the merchandise cannot leave until the space is clean.
- 9) No Refunds: No refunds will be issued for any reason. There are no "rain checks."
- 10) No Checks: Payment for reservations will be accepted in cash only. Checks are not accepted. Should The Roadium accept a check and it is returned for any reason, the fee charged by the bank will be charged to the Vendor.
- 11) Required Documents: Vendors should have all appropriate documentation ready when entering the Park (Resale License, Reservation Card, Valid ID). Vendor's selling permit must be conspicuously displayed at all times. Roadium ID Card must be on hand at all times and must be presented to any Roadium Employee when requested. Roadium ID Card is not to be used as a free entrance to the park. Roadium ID Card is required to make reservations.
- 12) No Resupplying: All merchandise must enter with the Vendor and must remain within the space(s) assigned. No re-supplying or deliveries to the Vendor at The Roadium are permitted or exchanging of merchandise with another seller. Entering of an additional load of merchandise will be charged at the current day's rate.
- 13) Vendor Responsibility for Helpers/Children/Associates: Each Vendor is responsible for the action of his/her helpers, children, and/or associates and agrees to indemnify and hold harmless The Roadium for any damages, expenses, and costs (including attorneys fees and court costs) which it may incur as a result of Vendor's failure to properly monitor the actions of such helpers, children, and/or associates.
- 14) Clean Spaces: Each space shall be kept clean at all times and all Vendors must take their trash with them when they leave. The trash barrels in the aisles are for customers' use only. If a Vendor's space is found to be dirty or trash left behind, a minimum clean-up charge of fifty dollars (\$50.00) per space will be assessed to the Vendor and future space assignments to Vendor may be denied.
- 15) Removal of Merchandise: Vendors must remove all merchandise brought in for sale. Should they fail to do so, they will be assessed fifty dollars (\$50.00) as a cleaning fee and issued a citation.
- 16) Hours of Operation: The Roadium closes at 4 p.m. All Vendors must vacate the property prior to 5 p.m. Failure to comply could result in the Vendor being cited.
- 17) Seller's Permit: Sales Tax California Retail Permit:
 - a. Any person desiring to engage in the sale of taxable merchandise at The Roadium must hold a valid California State Board of Equalization Seller's Permit. Certain types of merchandise, such as fresh produce sold for consumption off the premises are at present exempt from sales tax and Vendors are not required to hold a permit. Other exceptions are professional services and used "garage sale" items sold once or twice a year. Persons selling garage sale type items on a regular basis must obtain a permit. If a Vendor has any questions regarding whether a permit is required, s/he should call the local State Board of Equalization. Management assumes no responsibility for notification to Vendor of any change in sales tax law.
 - b. All Vendors must designate their business address as 2500 W. Redondo Beach Blvd., Torrance, California on the Seller's Permit issued by the State Board of Equalization. No other address will be accepted. Since a Vendor cannot receive mail at this address, he must also list his mailing address with the California State Board.
 - c. All Sellers' reservations must be in the personal name of the individual Vendor in whose name a space is issued (not a business or corporation name). In the case of a partnership, State Board of Equalization will give you an "ET AL permit" and a printout of the ET AL names must be submitted. The primary name will appear on the reservation card.

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d. The California State Board of Equalization Seller's Permit must be kept in the Vendor's possession at all times at The Radium and be presented for inspection by the State Board, or law enforcement personnel on demand.

e. Vendors who do not hold a Seller's Permit from the State Board will be refused space assignments for the sale of taxable merchandise until such times as a permit is obtained.

f. At present, no city business license is required from the City of Torrance.

18) **Business Practices:** Vendors shall engage in prudent customer relations and good business practices in the sale of all merchandise, including, but not limited to, exchanging items or providing refunds in the event that goods are damaged or defective.

19) **Limitation on Liability:** Vendor agrees that The Radium is not responsible for the loss, theft, or damage of Vendor's property or merchandise while on the The Radium premises.

20) **No Partnership:** Ground space only is provided on a rental basis to Vendor for the display and sale of approved merchandise. Vendor is not an employee, subcontractor, partner, or otherwise an agent of The Radium.

21) **License Only:** Vendor's status is as an occupant of the ground space at The Radium only and is not a tenant or other form of permissive user.

22) **Legal Fees:** Vendor agrees to pay The Radium reasonable attorneys' fees and costs incurred by it should legal action be instituted by reason of Vendor's failure to comply with these Rules and Regulations or the enforcement of any of the provisions hereof.

23) **Changes:** Operating rules, including fees, terms, and conditions, are subject to change without notice. Vendor agrees to comply with all Rules and Regulations as modified from time to time. Vendor should consult with the business office at (323) 321-3920 regarding any questions. It is the responsibility of the Vendor to obtain a current copy of these Rules and Regulations from time to time.

24) **Cooperation:** The Radium requires that Vendors fully cooperate with fellow Vendors and all employees and staff of The Radium. Customers must be treated with courtesy and fairness when conducting business on these premises.

25) **Termination:** Failure to comply fully with all terms and conditions of the Vendors Rules and Regulations may result in immediate termination of a rental and removal of a Vendor and his product from the premises. Non-compliance may also result in non-renewal of a monthly or annual reservation or lease. No refunds on any pre-payment.

26) **Electricity:** Electrical wires must be installed flush against asphalt. Vendor using electrical cords are required to tape these cords to the asphalt using duct tape. The tape should be placed no further apart than every six (6) feet. Should a Vendor fail to comply with this request s/he will not be allowed to utilize electricity at The Radium.

27) **Canopies:** If a Vendor uses a canopy for its selling space, all four corners of it must be weighted with a minimum of twenty (20) pounds of weight per corner, and it must be tied to your vehicle. Also, all canopy poles, racks, and table legs must be put on coasters or some flat, solid device to ensure no damage is done to the asphalt.

28) **Violations:** Any Vendor who receives any three (3) citations for violating these Rules and Regulations will forfeit his/her selling space and be permanently barred from The Radium. (Examples: Excessive trash, noise, poor business practices, etc.) However, The Radium reserves the right to eject a Vendor for even one (1) violation. For example, a single violation of Rule 5.f. will result in immediate eviction.

29) **Helpers' Access:** Helpers can enter without charge if they enter with space holder. Helpers can not park on Radium grounds.

30) **No Alcohol:** No alcoholic beverages are permitted on the grounds.

31) **Use of Utilities:** Electrical outlets on the grounds are provided to assist sellers in the sale of their merchandise. Outlets may not be utilized to supply electrical current to mobile homes or campers. Any Vendors abusing electrical use will be barred from The Radium.

32) **Indemnification:** Vendor agrees to indemnify, hold harmless, and defend Pioneer Theatres, Inc. DBA The Radium Open Air Market, its officers, directors, and employees, from any claim for injury or property damage arising out of Vendor's actions or occurring within the space occupied by Vendor.

33) **Warranty of Goods Sold:** Vendor expressly assumes full responsibility for all merchandise that Vendor offers for sale at The Radium and shall hold it harmless against any liability, including attorneys' fees and court costs, arising from the sale of such merchandise, including, without limitation, claims for the sale of counterfeit merchandise, or infringement of copyright, trademark, or patent rights.

34) **Vehicle Insurance:** Vendor acknowledges that any claims arising out of the use of his/her motor vehicle on The Radium grounds is his/her sole responsibility. Vendor agrees to keep his/her vehicle insured to adequate levels pursuant to California state law. Motor vehicles are not to be driven through the aisles from 9:00 a.m. - 3:00 p.m. during swap meet operations.

35) **Right to Enter:** Management reserves the right to enter any Vendor's space at any time to ensure compliance with these Rules and Regulations.

36) **Containers:** Management reserves the right to place a storage container on any space, whether or not that space may be assigned to a Vendor. If Management places a storage container on a space that has been assigned to a Vendor, then that Vendor shall be relocated. Upon such relocation, any agreement between Management and Vendor with respect to the original space (on which a container is now located) shall thereafter apply to the relocated space.

37) **City Authority:** All containers are owned by The Radium and are to be used as temporary, movable storage units for certain sellers' convenience. The City of Torrance exercises all building and safety controls over such structures' uses, viability, and legality, even though these units are located on private property.

38) **Spray Paint:** Vendors selling spray paint must cover all merchandise with netting or have it secured in display cases. Vendor shall not sell spray paint to a minor (a person under eighteen (18) years of age).

39) **Competition:** Lease Vendors only selling the same or similar merchandise will be separated by three (3) spaces, unless both Vendors agree otherwise.

40) **Modifications:** The Radium management reserves the right to change these Rules and Regulations for Vendors at any time without notice.