# Orange Coast College Swap Meet

## VENDOR MANUAL

REVISED OCTOBER 2026

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

# Contents

Definitions ..... 3
Policies and Procedures ..... 7
Vendor Information ..... 7
Banned Items for Sale ..... 7
Buying a Space – Daily Vendors only ..... 7
Complaint Process ..... 8
Daily Vendor Payments ..... 9
Hours of Operation ..... 10
Lottery ..... 10
Weekend Lottery ..... 10
Monthly Lottery ..... 11
Monthly Vendors ..... 11
Monthly Vendors Payments ..... 12
Food Vendors and Payment ..... 12
Product Conflict ..... 13
Contract Compliance ..... 13
Animals ..... 13
Bicycles/Skateboards/Scooters ..... 13
Counterfeit Merchandise ..... 13
Plants/Flowers ..... 14
Suspension or Termination of Sales ..... 14
Vendor Employees ..... 14
Weights ..... 15

Other Information....17
Emergency Leave....17
Free Speech Zones....17
Illegal Dumping....17
Merchandise....18
Appendix....19
Frequently Asked Questions (FAQ)....19
Swap Meet Pricing....21
Parking....21
Swap Meet Contract....22
Seller's Permit....24
Certificate of Insurance....25
Insurance Endorsement....26
Comment & Suggestion Form....27
Examples of Banned Brands....28
Swap Meet Space Layout....29

Be advised that operating procedures, rules, and regulations contained herein, including fees, terms, and conditions, are subject to change without notice. Orange Coast College Swap Meet makes every reasonable effort to notify vendors of any changes. Vendors are responsible for regularly checking https://orangecoastcollege.edu/community/swap-meet/ for the most current information, changes, and notifications.

# Definitions

**Bursar's Office**

All Swap Meet transactions take place in the OCC Bursar's office located on the first floor of the College Center off Fairview Road & Pirate Way. 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 employee(s) 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.

**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-term 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.

**Illegal Dumping**
Unlawful, unauthorized disposal of waste (including food waste), garbage, or hazardous materials on public or private property without authorization, carrying fines up to $10,000 (Per California Penal Code 374.3)

**Lottery**
The daily or monthly process by which high demand, "at the door", or next month spaces are sold. Please see "Lottery" section for more information.

**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. Please see "Monthly Vendor Process" section for more information.

**New Merchandise**
Any item or unit that has not been previously owned or used is considered new. Examples:

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

**No-Show Spaces**

When a vendor does not show up to sell by 7:45 AM, 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 and cannot remove their vehicle before 3:00 PM.

**Professional Expert Lead**

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

**Receipts**

State law requires vendors, 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.

**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.

**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.

**Service Animals**

Service animals are defined as dogs that are individually trained to do work or perform tasks for people with disabilities. No other dogs are allowed on the swap meet premises.

**Services/Subscriptions**

The OCC Swap Meet strictly prohibits the sale of all services and subscriptions. This includes, but is not limited to, magazine subscriptions, television or streaming packages, and contracting or construction services.

**Supervisor**

College and Community Services Supervisor oversees the Swap Meet. The Supervisor is responsible for implementing the business plan and vision of the Swap Meet as mandated by the Enterprise Corporation. **During vacancy duties are assigned to the VP of Administrative Services, or designee, and the Swap Meet Committee.*

**Swap Meet Committee**

A group of Swap Meet, Bursar's office, 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



# Policies and Procedures

## 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.

## 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. Please refer to Appendix for examples.

### 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 Please see "Lottery" section for more information.

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

### *Occupying the Wrong Space*

Vendors are encouraged to review their contracts upon purchase to verify their assigned space. Vendors must occupy the specific space designated in their contract. If a space is occupied by mistake, the vendor must move immediately unless a mutually agreeable arrangement can be made with the rightful space owner for that day.

## 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 College and Community Services Supervisor. Forms are available in the Bursar's office, the Swap Meet operations office, or online at: https://orangecoastcollege.edu/community/swap-meet/docs/occ-swapmeet-suggestion-form.pdf

**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@cccd.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.
- Vendors are encouraged to verify their spaces and dates purchased prior to leaving the Bursar's Office.
- The Swap Meet operates rain or shine.
- Limit of no more than 4 spaces per Saturday and 4 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.
- Vehicle must be present in the selling space at all times
- Should the buyer accidentally set up in the incorrect space, the vendor must vacate the space immediately once the error is identified.
- Person driving onto campus must have a current driver's license.
- Present a Resale Permit with OCC's address and seller's name prior to the purchase of spaces for their third sales date in a calendar year. The permit must contain the seller's personal name; business names cannot be accepted.

## 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.

All purchase receipts are sent via e-mail directly from the system

- Emails are sent from no-reply@audienceview.com
  Please check your spam/junk folders as all communications from the system (including important updates, write-ups, etc.) are sent from this email address.

## Hours of Operation

Vendors: Shoppers: 8:00 am – 3:00 pm

- 6:00 am: Arrival
- 6-7:45 am: Set up
- 7:45 am: No vehicle entry
- 8:00 am: Resale
- 8:00 am: Swap Meet open to the public
- 9:00 am: Resale vehicle entry closes
- 3:00 pm: Swap Meet closes
- 4:00 pm: Vendors must be vacated

# Lottery

## Weekend Lottery

A lottery is held every Sunday morning and as needed on Saturday mornings 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.
- At 7 a.m. swap meet staff begin the process of allowing vendors to randomly draw numbers in the following order:
    1. Vendors selling used items
    2. Vendors selling new items who sold the Saturday immediately prior
    3. Vendors selling new items who did not sell the Saturday immediately prior
- Swap Meet staff assist vendors in lining up in the order of the numbers that were chosen.
- Swap Meet staff does a walk through the swap meet to check for "no-show" spaces.
- Sales of "no-show" spaces begin at 8:00am starting with vendors who participated in the lottery. All remaining spaces are then available to those who did not participate in the lottery.
    - Vendors have the opportunity to wait for available "no show" spaces to be sold; however, "no show" spaces are not guaranteed

## Monthly Lottery

A lottery is held every month when the following month's spaces go on sale. The lottery will be held as follows:

- Vendors line up at the Bursar's office no earlier than 7:00 a.m.
- At 7:30 a.m. swap meet staff begin the process of allowing vendors to randomly draw numbers.
- Swap Meet staff assist vendors in lining up in the order of the numbers that were chosen.
- Sales begin at 8:30 a.m.
- Vendors who arrive after the lottery process is complete will be placed at the end of the list in the order in which they arrived.

Lottery dates are posted in the Bursar's office and online at https://orangecoastcollege.edu/community/swap-meet/index.html

## 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 three-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 – business names cannot be accepted.

  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 4 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 on 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 space, and the spaces are released for general sales.
- Checks returned for non-sufficient funds (NSF) 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 College and Community Services Supervisor 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)
- All vehicles must be present at time of entry

## Product Conflict

OCC Swap Meet staff work to prevent product conflict in assigning spaces; however, 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, e-bikes, e-scooters, 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 College and Community Services Supervisor have the right to shut 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 or illegal merchandise
- selling prohibited items
- engaging in illegal acts in public or private, or doing anything that is listed in the contract as forbidden

Any vendor may be permanently terminated for cause, with their selling privileges immediately revoked, at the discretion of the College and Community Services Supervisor. Additionally, if the Office of Public Safety determines that a vendor's operation poses a health, safety, or environmental risk to the swap meet and/or the community, the OCC Swap Meet reserves the right to permanently suspend the vendor.

Upon official suspension or termination, any already purchased future spaces will be refunded through AudienceView. Refunds will be credited to the original credit card used for payment if paid via credit card or issued by check if the original payment was made in cash and mailed to the address on file with the Bursar's Office. Refunds will be processed within 7–10 business days of the date of the official suspension or termination. Vendors must maintain correct and up-to-date contact information, including address. This information can be updated on OCCTickets.com, under Edit Profile.

## 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.

## Weights

Vendors must place weights of a minimum of 25 lbs. to secure each individual tarp pole. Hanging weights must be appropriate for the structure. Please refer to the contract for additional information.

## 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). Please check your spam/junk folders as all communications from the system. Printed copies of the written warning can be made available upon request.

| Level | 1st Offense* | 2nd Offense* | 3rd Offense* | 4th Offense* |
|---|---|---|---|---|
| **Level 1** | Written Warning | Written Warning | 1-Weekend Suspension | 2-Weekend Suspension |
| **Level 2** | 1-Weekend Suspension | 2-Weekend Suspension | 30-Day Suspension | Termination of Selling Privileges |
| **Level 3** | Termination of Selling Privileges | - | - | - |

*OCC Swap Meet management reserves the right to adjust the level of offense or suspension length of any violation at its sole discretion.

**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 College & Community Services Supervisor or designee, Campus Public Safety, & the Bursar's office for filing in the vendor file.

Examples of Level 1 offenses:

- Leaving early/late

- Extending beyond your selling space
- Not having weights on canopy/structure

**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 College and Community Services Supervisor 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)
- College and Community Services Supervisor 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 within 6 months
    - Repetitive infractions of the same nature do not expire
- Subleasing spaces
- Illegal dumping
- 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 College and Community Services Supervisor 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 College and Community Services Supervisor & 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.
- College and Community Services Supervisor or designee will notify the vendor that their selling privileges are terminated.

Examples of Level III offenses:
- Three Level II offenses within 6 months
    - Repetitive infractions of the same nature do not expire
- Abusive behavior towards the staff, other vendors, or shoppers
- Consistent non-compliance with Swap Meet rules, regulations, contract terms and conditions, policies, and procedures.

## Other Information

### Emergency Leave
In the case of 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.

### Free Speech Zones
Designated areas available outside the footprint of the swap meet 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. Swap meet spaces cannot be purchased for this purpose.

### Illegal Dumping
Vendors illegally disposing of waste (including food waste), garbage, or hazardous materials will be suspended for no less than 1 weekend and fined a minimum of $150 in addition to any remediation costs associated with clean up. State fines may also be incurred depending on severity, please see California Penal Code 374.3.

## Merchandise

Vendors may only sell items listed on their contract. Limited changes may be made in the Bursar's Office prior to paying for the next month. Large change requests such as switching from used to new items will require the approval of the Swap Meet Supervisor.

## 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 the 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 seller's 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).

Resale permits with business names in lieu of personal names cannot be accepted. 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 no less than 10 days prior to the requested vacation day. Vendors requesting

vacation after paying their invoice will receive a credit for their next month's purchases – no refunds will be granted.

### Vendor Privacy

Swap Meet staff are 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 Supervisor 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 |
| College and Community Services Supervisor | 1-714-432-5882 |

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

## Frequently Asked Questions (FAQ)

**What size are the spaces?**

The spaces are generally 8.5 feet wide by 36 feet deep with a sales space of 8.5 feet x 18 feet. Spaces with obstructions (i.e. solar panel posts) may affect the total sale space area. The space size is designed to accommodate the seller's vehicle, as well as to display material and merchandise. If your vehicle is larger than 8 feet wide or 18 feet long, you must purchase enough spaces to accommodate your vehicle's size. 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. Refer to diagram on page 23. Drive ways must remain clear at all times for emergency service purposes.

**Can I unload my items and park my car outside the footprint of the swap meet?**

No. Your vehicle must remain in your designated space for the entire duration of the swap meet operation hours for safety purposes.

**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?**

Yes, visit the link below to fill out an interest card. Please note, filling out this card does not guarantee a monthly space, but will place you on an e-mail list for notifications when new monthly vendor periods become available.

https://occtickets.universitytickets.com/w/event.aspx?id=5808

**What if I see a safety concern (e.g. a spill, tripping hazard, etc.)?**

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

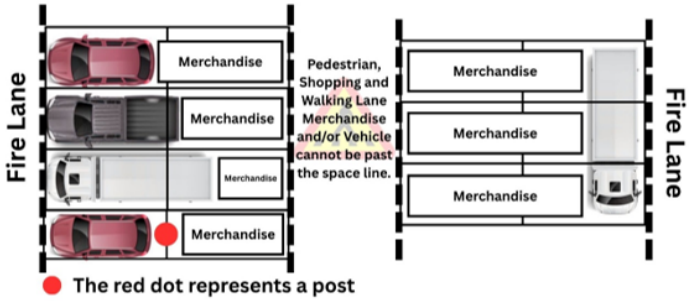
## Swap Meet Pricing

| Space Type | Price Type | Cost per space |
|---|---|---|
| Regular Space | Advance/Monthly | $ 60.00 |
| Regular Space | At-the-Door | $ 70.00 |
| Corner | Advance/Monthly | $ 145.00 |
| Corner | At-the-Door | $ 155.00 |
| X & Z Rows | Advance/Monthly | $ 95.00 |
| X & Z Rows | At-the-Door | $ 125.00 |
| Pre-packaged Food | Monthly Sat/Sun | $ 60.00 |
| Prepared Food Vendor | Monthly Saturday | $ 105.00 |
| Prepared Food Vendor | Monthly Sunday | $ 135.00 |
| Produce Vendor | Monthly Saturday | $ 95.00 |
| Produce Vendor | Monthly Sunday | $ 125.00 |

# Parking

**Selling Set-Up Information**

All merchandise and vehicles must remain within the lines of your space(s). Poles or merchandise cannot extend past the space lines into walkways or drive lanes. Canopies and support legs must fit within the lines of your space. An 8x8 pop-up canopy will fit within a single space. Your vehicle MUST REMAIN behind your selling spaces at ALL TIMES. Vendors in violation of this policy will receive a written warning. Repeated violations may result in the permanent loss of vendor privileges. If you've purchased multiple spaces, you may park sideways behind your selling space (see example on the diagram below.) For larger vehicles it is recommended to buy additional spaces.




**FIRE LANES MUST HAVE ENOUGH CLEARANCE FOR EMERGENCY VEHICLES TO ENTER.**

# Swap Meet Contract

Vendor DL #: _____

**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

# Seller's Permit

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINES

[redacted]

CALIFORNIA STATE BOARD OF EQUALIZATION

**SELLER'S PERMIT**

*ACCOUNT NUMBER*

1/1/2006 SR EAA [redacted]

[redacted]
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 (2-06)

## 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

**INSURED**

COMPANY LETTER B: c/o BLISS & GLENNON

COMPANY LETTER C:

COMPANY LETTER D:

COMPANY LETTER E:

**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<br>X COMMERCIAL GENERAL LIABILITY<br>X CLAIMS MADE [X] OCCUR<br>OWNER'S & CONTRACTOR'S PROT | | 04/01/06 | 04/01/07 | GENERAL AGGREGATE | $ 1,000,000 |
| | | | | | PRODUCTS-COMP/OP AGG. | $ INCLUDED |
| | | | | | PERSONAL & ADV. INJURY | $ 1,000,000 |
| | | | | | EACH OCCURANCE | $ 1,000,000 |
| | | | | | FIRE DAMAGE (any one fire) | $ 50,000 |
| | | | | | MED EXPENSE (any one person) | $ EXCLUDE |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY | | | | COMBINED SINGLE LIMIT | $ |
| | | | | | BODILY INJURY (per person) | $ |
| | | | | | BODILY INJURY (per accident) | $ |
| | | | | | PROPERTY DAMAGE | $ |
| | EXCESS LIABILITY<br>OTHER THAN UMBRELLA FORM | | | | EACH OCCURANCE | $ |
| | | | | | AGGREGATE | $ |
| | WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY | | | | EACH OCCURANCE | |
| | | | | | 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

**Orange Coast College Swapmeet**
**Attn: Community Service-Swapmeet**
**P.O. Box 5005**
**Costa Mesa CA 92628-5005**

CANCELLATION

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

Dick Wardlow

# Insurance Endorsement

POLICY NUMBER: TBD

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.**<br>**Attn: Community Service-Swapmeet**<br>**P.O. Box 5005**<br>**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.

CG 20 26 07 04

© ISO Properties, Inc., 2004

# Comment & Suggestion Form

Orange Coast College Swapmeet

## Comment and Suggestion Form

Name: _____ Date: _____

Phone: _____

Email Adress: _____

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

- [x] 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?

- [x] Yes
- [ ] No

Submit Email

CCCDE Coast Community College District Enterprise, Inc

Orange Coast College

# Examples of Banned Brands






























# Swap Meet Space Layout

