

RG Canning

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rgcshows.com

San Bernardino Office: 909-889-9300 / Beaumont Office: 909-542-3322

VENDOR RULES AND REGULATIONS

(Please read carefully)

1. The acceptance of this signed sellers permit constitutes an implied agreement to adhere to the Rules and Regulations. The person using this ticket assumes all risk of personal injury and loss of property. Management reserves the right to revoke the license granted by this ticket. All sales are final. NO refunds or exchanges.
2. Move in is from 5:30 am. to 7:00 am. All reserved sellers must check in by 7:00 am. or ticket may be voided with no refunds, or you may be reassigned to a different location or area. You may not drive out of your space or the event until after closing at approximately 2:00 pm.
3. All dealings conducted by booth personnel must be performed so as to not infringe upon the rights of other Sellers or offend visitors to the event. Should the Seller desire to pass out printed material, or other articles, this must take place only from the assigned space, subject to PRIOR Management approval. No manner of attracting attention in a noisy or undignified manner will be permitted.
4. The Producer retains the rights to restrict, exclude, or evict Sellers or exhibits, which because of their method of operation, noise, or other features become objectionable, or which, in the opinion of the Producer, may detract from the general character of the event as a whole. This includes persons, things, printed matter or anything else the Producer judges to be objectionable. If the above-mentioned action becomes necessary, the Producer may retain the rent paid as liquidated damages for breach of this agreement.
5. The Seller is advised that the Producer assumes no responsibility whatsoever to ensure the safety of product in any way, the property of the Seller from fire, theft, malicious mischief, accident, or other cause. The Seller is charged with the responsibility of protecting his own property at all times during the event.
6. A Seller's License cannot be assigned, transferred or resold by a Seller, and any such assignment, transfer or resale shall be null and void.
7. All Sellers must have a valid State Board of Equalization Resale Number, unless the Seller is advertising a product or service only, you may sell two (2) times in a 12 month period without a permit.
8. Excessive noises (such as stereos, radios, televisions, shouting, amplified voices) will not be allowed if such noises disturb other Sellers or shoppers.
9. Each Seller shall comply with all applicable city, county, state and federal laws and shall hold the management harmless against any failure to do so.
10. The Management reserves the right to reasonably refuse service and/or admission to anyone.
11. Each Seller must vacate the premises by 4:00 pm. or as such other times as Management deems necessary each selling day.
12. The speed limit inside the Market grounds is 3 M.P.H. Pedestrians have the right of way.
13. All Sellers setting up a canopy in a space must have it properly anchored and constructed. The Management shall not be responsible or liable for a Seller's use of a canopy or its construction. Each Seller shall hold the Management harmless from and indemnify the Management against any injury that may occur in a Sellers space due to the use of a canopy. If a Seller erects a canopy, the Management reserves the right to require the Seller to take it down at any time due to the windy conditions, however, the Management will not be liable for this decision. The Management will not give refunds if it requires the removal of canopies.
14. A Seller who does not occupy an electrical space may not run a cord to these spaces without prior approval from Management. Sellers may not have electrical cords in the aisles. The Management shall not be held responsible for damage or injury that may occur as a result of electrical cords or wiring. Electricity is not guaranteed.
15. All Vendors driving on the grounds are required to have in their possession a valid Driver's License and proof of automobile insurance.
16. The Management reserves the right to formulate additional Rules and Regulations if necessary and each Seller shall abide by such additional Rules and Regulations.
17. Sellers are required to keep their booth area and the area directly in front of their booth clean. All sellers must leave their booth area clean when they exit. Trash, boxes or other debris may not be left on the grounds.
18. For the Rain Out policy for this event please visit our web site at: rgcshows.com
19. The following items may not be sold: No food or beverages of any kind including fruits and vegetables. (See Rule #20) No consumable products of any kind. No dogs, cats or rare or vicious animals. No pornography of any kind. No firearms, weapons or ammunition. No drug related paraphernalia. No medications of any kind. No Henna Tattoos, face painting, massage booths, or any type of business that requires physical contact. No counterfeit merchandise. No prerecorded music, cd's or tapes. No satellite or cable TV services. No consignment services.
20. In order to sell any type of food product, you must first meet all the requirements set forth by management. And obtain all necessary Applications, Permits and Insurance. If you are interested please contact event management prior to selling these items. (See Rule #19)
21. The following brands are not allowed to be sold in **ANY** form. Louis Vuitton, Chanel, Coach, Christian Dior, Michael Kors and Gucci. Any seller caught selling these products could face immediate eviction from the event with no refund.
22. The Management reserves the right to relocate a vendor without notice.
23. Space prices and sizes are subject to change at anytime without prior notice. All vendors wanting to reserve the same locations must do so by 12:15 pm., either by collections person, or by going to the office, or by calling the office and using a credit card. The office is open from 5:30 am. to 2:30 pm.
24. This ticket remains the property of R.G. Canning Enterprises, Inc. and must be produced for inspection and be surrendered upon demand to an authorized company official.
25. Vendors may not purchase spaces under current vendors account, unless that vendor is present at the time of purchase.
26. All spaces accommodate one vehicle, if you have a trailer or second vehicle, you must have two spaces or the trailer or second vehicle will not be permitted to enter the event.
27. Except for Management's willful or grossly negligent conduct, Seller hereby agrees that Management and/or the hosting Public Entity or City shall not be liable for any injury to Seller's business or loss of income therefrom or for damage to the goods, wares, merchandise, or other property of Seller, nor shall Management of the hosting Public Entity or City be liable for injury to the person of Seller, Seller's employees, agents, or invitees, 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, whether such damage results from conditions arising upon the premises or upon other portions of the area at large in which the Seller's rented space is part, or from any other sources or places. Management and/or the hosting Public Entity or City shall not be liable to Seller for any damages arising from any act or neglect or any other Seller or invitee, of the entire area of the event in which the Seller's rented space is located.
28. Seller shall indemnify and hold Management, Producer, hosting Public Entity or City harmless from and against any and all claims arising from Seller's space or from the conduct of its employees or other Seller's use of the rented space or general premises or from any activity, work, or things which may be permitted or suffered by Seller in or about the entire premises including all damage, costs or attorney's fees, expenses and liabilities in the defense of any claim or action or proceeding arising therefrom. Except for Management's or Producer's willful or grossly negligent conduct, Seller assumes all risk of damage to property or injury to person in or about the entire premises of the event from any cause, and Seller hereby waives all claims in respect thereof against Management, Producer or the hosting Public Entity.
29. No vendor shall physically alter the grounds of the event in any manner, including 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.
30. **Any vendor caught selling stolen, counterfeit, black market, illegal merchandise of any kind or any food or beverages, is subject to having said merchandise confiscated at the event, may face arrest by local authorities, immediate eviction from the event and loss of future selling privileges with no refunds.**
31. No pets are allowed. Sellers are not permitted to bring pets, even if they remain in the vehicle.
32. No open flame or BB-Q cooking is permitted at the event.
33. A maximum of four (4) people per seller's booth will be allowed to enter the event, and must accompany seller at the time of ticket validation. Additional helpers or those arriving later will be required to purchase admission tickets at the box office.
34. At this time RG Canning does not require proof of Liability Insurance, however each vendor is completely liable for anything that happens in their selling areas and for the products they sell, as well as the method of operation. We strongly recommend you review your current insurance coverage with your insurance carrier. If your current carrier does not include this coverage, we suggest the following company; Swap PRO Insurance, 800-428-1985 or swapproinsurance.com.

Additional rules specific to the Beaumont Outdoor Market

1. If Sellers are no longer present, due to inclement weather management may close the event and no refunds or exchanges will be issued.
2. If you need to exit the event prior to closing, you must get an escort from a staff member.
3. All electrical deposits must be picked up the same day by 2:30 pm or the deposit is forfeited.
4. No animals of any kind can be sold at the Beaumont Swap Meet.

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