

# **COD ALUMNI ASSOCIATION**



## **MERCHANT HANDBOOK RULES AND REGULATIONS Effective June 2018 - May 2019**

**PHONE: 760-636-7957      FAX: 760-636-7983**

**43500 MONTEREY AVENUE  
PALM DESERT, CA 92260**

**COD Alumni Association is an organization separate and apart from College of the Desert.**

**Timeline and Application Checklist Included Within**

# 2018-2019 APPLICATION CHECKLIST

Please return the following documents with EACH application. Applications will not be considered until all required documents have been received.

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Summer 2018	Fall- Spring 2018-2019	
<input type="checkbox"/>	<input type="checkbox"/>	<b>Application and Merchandise Listing.</b> Make sure this is completed and signed. All returning applicants who wish to add new items to sell <b>MUST</b> list these in the New Merchandise section on the Merchandise Listing. Any new merchandise not listed in this section will automatically be denied.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Acknowledgment of 2018-2019 Merchants Handbook Rules and Regulations.</b> Signed and dated by merchant.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Driver's License.</b> We must have a copy of the merchants valid driver's license.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Photographs.</b> Returning merchants must provide a current photo of booth set-up. Photographs from last year are not acceptable. Photos of booth must be as it will be displayed. Any change from previous year's booth must be approved by Street Fair Management. Newly applying merchants may provide photos of merchandise only, if one of setup is not available but must submit a picture of their booth set-up within the first two weeks of the season. <b>These photos will not be returned to you!</b>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Seller's Permit from the California State Board of Equalization.</b> A copy of the merchants valid permit with the business address designated as: 43-500 Monterey Avenue, Palm Desert, California 92260 <b>DO NOT LIST THIS AS YOUR MAILING ADDRESS!</b> Any mail received at this address will not be forwarded to you. The Board of Equalization can be contacted at 760-770-4828.
<input type="checkbox"/>	<input type="checkbox"/>	<b>County Health Certificate.</b> Farmer's Market and Food Merchants who do not fall under our health permit only.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Agricultural Permit.</b> Produce and Nursery Merchants only.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Application Fee.</b> A non-refundable fee payable to COD Alumni Association: <u>\$40.00</u> with Fall-Spring Application; <u>\$10.00</u> with Summer Application
<input type="checkbox"/>	<input type="checkbox"/>	Copy of Partnership Agreement, Corporate Articles of Incorporation and DBA, if applicable.

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**Applications will be accepted after the deadlines and placed on a waiting list for consideration.  
 SUMMER APPLICATIONS DUE: MAY 4, 2018 FALL APPLICATIONS DUE BY: JUNE 1, 2018**

# MERCHANT APPLICATION GUIDELINES FOR ACCEPTANCE

The COD Alumni Association (the "Alumni Association") reserves the right to review, accept, and/or decline merchant selling space applications at The Street Fair on the basis of any lawful reason(s). Without limiting its discretion to consider any lawful factor it deems relevant in reviewing an application, a number of the more common considerations are summarized below:

- Is the proposed merchandise and/or service to be provided likely to be beneficial to the commercial purposes of the Street Fair?
- Is the proposed merchandise and/or service unique to the Street Fair as opposed to duplication of other merchandise and/or services already offered for sale?
- Is the proposed booth set-up attractive and festive?
- Have you filled out the application completely and included all items requested in the application checklist?
- Were any of your previous checks tendered to the Alumni Association returned by the bank marked insufficient funds?
- Have you made any late payments and, if so, were all applicable late fees paid in a timely manner? Is your account with the Alumni Association now current?
- Have you consistently followed the Merchant Handbook Rules and Regulations?
- Have there been any complaints about you and/or your services or merchandise? If so, were these complaints resolved in a timely and equitable manner?
- Have you provided the Alumni Association with your Certificate of Liability Insurance and did you keep your liability insurance coverage current during the previous season? Did we have to remind you to renew your insurance?
- Have you provided the Alumni Association with your Health Permit (if applicable) and Agricultural Permit (if applicable)? Did you maintain these permits current throughout the last season without need for reminder from us?
- Have you violated any Merchant Handbook Rules and Regulation and/or were you issued any citations?
- Have you consistently attended the fair with minimal absences? Have you reported your absences to the administrative assistant? Preference may be given to merchants who are in attendance throughout the entire selling season including the opening month in October and the closing month in May.
- Have you returned all additional documents requested by the Alumni Association?

# MONTHLY MERCHANT APPLICATION INFORMATION

## Fall-Spring Season

1. Your completed Fall-Spring Application and a \$40.00 non-refundable processing fee made payable to COD Alumni Association must be received in the Alumni Office by Friday, June 1, 2018. **Do not send the first month's payment (October) with your Fall-Spring Application. Notification of acceptances will be mailed out July 27, 2018.**
2. If you do not receive an acceptance letter that means that your Fall-Spring Application was declined for the time being. If your application was declined, you may still be able to participate in the Street Fair on a standby basis. (Exception is that food merchants or merchants selling a product that requires a health permit may not participate as a standby merchant). Also, your application will be kept on hand throughout the season and reviewed for possible placement if space becomes available at a later time.
3. If your Fall-Spring Application is accepted, your October space rental fee must be in the Alumni Association office on or before August 15, 2018. October space rental payments will not be accepted prior to July 31, 2018. Any space rental payments received before that date will be returned to the sender. If your October space rental payment is not received in the Alumni Office on or before August 31, 2018, any previous acceptance of your application will be automatically rescinded and your selling space will be subject to immediate reassignment to another merchant for rental. Merchants participating for the entire summer season (June - September) may make their October space rental payment no later than September 17, 2018.
4. All checks must be made payable to the COD Alumni Association. Do not make your check payable or address any envelope to COD or to College of the Desert. Payment may be made by check, cash or credit card.
5. A current Certificate of Liability Insurance evidencing liability coverage and product liability coverage (if required) must be received in the Alumni Office no later than September 21, 2018. It is your responsibility to communicate with your insurance carrier to ensure that the required documentation is received in the Alumni Office on or before the September 21 deadline. A \$50 fine will be imposed to merchants whose Certificate of Insurance is not received by the Alumni by September 21. An additional \$50 fine will be imposed for each subsequent month that the certificate is not received by our office after the deadline. This applies to ALL MONTHLY MERCHANTS regardless of whether or not the merchant is physically using his space during the month.
6. The Fall-Spring 2018-2019 Street Fair Season will begin on October 6, 2018, and will end on May 26, 2019.
7. Fall-Spring Street Fair Hours: 7:00 A.M. – 2:00 PM.

**MERCHANTS APPLYING AFTER THE SEASON HAS BEGUN:** Merchant's may apply after the season has begun. The process is that, if a space becomes available, the Street Fair Management will review the application and contact you if they wish to offer to rent you selling space. Returning merchants who apply after the season has begun must submit a Certificate of Liability Insurance or a fine will be assessed. Previous season merchant's certificates that have not been accepted for this season are not kept on file after the season has begun.

# IMPORTANT DATES

May 4, 2018	Summer Applications Due
May 25	June Payment Due
June 1	Initial Fall/Spring Applications Due
June 2	First day of Summer Season
July 27	Acceptances Mailed
July 31	First Day to Make October Space Rental Payment
August 15	October Payment Due
August 31	Last day to make October payment before being dropped or reassigned; Last day to return Tent Set Up Declaration, Merchant Release and Agent Release
September 21	Certificate of Insurance Due - Fall Season (\$50 fine applied after this date)
September 30	Last day of Summer Season
October 6	First day of Fall/Spring Season
October 15	November Payment Due
May 26, 2019	Last Day of Fall/Spring Season

# MONTHLY MERCHANT APPLICATION PROCEDURES Summer Season

1. Your completed Summer Application and a \$10.00 non-refundable processing fee made payable to COD Alumni Association must be received in the Alumni Office on or before May 4, 2018. The Street Fair mailing address is COD Alumni Association, 43-500 Monterey Avenue, Palm Desert, CA 92260. Our office is located in the Alumni Centre off of Magnesia Falls.
2. We must receive your June space rental payment in our office on or before May 25, 2018. All checks for processing fees and/or monthly space rental fees must be made payable to the COD Alumni Association. Do not make your check payable to COD or to College of the Desert. Payment may be made by check, cash or credit card. Please see the posted rates.
3. Summer monthly payments are due on the 15th day of the prior month (e.g. July 15 for August). All merchants declining to participate in any month signed up for must advise Street Fair Management on or before the 15th day of the preceding month to avoid being charged and responsible for payment for that month.
4. Months of participation will be a considered factor during space assignments.

Summer Hours: 7:00 A.M. - 12 NOON. All merchants are required to participate in the City of Palm Desert's retail promotion in July and August if any apply.

All summer monthly merchants must have on file in the Alumni Office a photocopy of the merchants proof of liability and product liability insurance (to the extent applicable). Standby merchants must either show evidence of liability insurance or purchase liability insurance at the Street Fair on the day selling space is made available (the fee normally charged by the insurance carrier for daily insurance is \$10.00). Food merchants are not allowed to participate in the Street Fair on a standby basis.

Month	# of Days	Regular	Medium	Large	Standby Rate
June	9	\$225	\$337	\$450	\$35.00
July	9	\$180	\$270	\$360	\$35.00
August	8	\$160	\$240	\$320	\$35.00
September	10	\$250	\$375	\$500	\$35.00

## 2018-2019 Business Office Holiday Schedule

THE ALUMNI ASSOCIATION'S BUSINESS OFFICE WILL BE CLOSED ON THE FOLLOWING HOLIDAYS. **PLEASE PLAN AHEAD FOR PAYMENTS.**

July 4, 2018 (Wednesday)	Independence Day
September 3, 2018 (Monday)	Labor Day
November 12, 2018 (Monday)	Veterans Day
November 22, 2018 (Thursday)	Thanksgiving
November 23, 2018 (Friday)	Local Holiday
December 24, 2018 (Monday)	Winter Holiday
December 25, 2018 (Tuesday)	Christmas Day (Observed)
December 26, 2018 (Wednesday)	In Lieu of Admission Day
December 27, 2018 (Thursday)	Native American Day
December 28, 2018 (Friday)	Mandatory Vacation Day
January 1, 2019 (Tuesday)	New Year's Day
January 21, 2019 (Monday)	Martin Luther King Day
February 15, 2019 (Friday)	Lincoln's Birthday (Observed)
February 18, 2019 (Monday)	Washington's Birthday (Observed)
April 19, 2019 (Friday)	Spring Holiday
May 27, 2019 (Monday)	Memorial Day

### **SUMMER ALUMNI OFFICE SCHEDULE:**

Beginning June 15, 2018, through August 10, 2018, the Alumni Office will be open Monday through Thursday from 7:00 a.m. to 4:30 p.m.; **Closed Fridays.**

### **COLLEGE MAIL and PAYMENTS:**

All mail comes through College of the Desert's mail room. Please see their schedule for closures. Payments must be received in our office on the 15<sup>th</sup> or the business day immediately following if it falls on a weekend or nonbusiness day.

## 2018-2019 Fall/Spring Space Rental Fees

Description	Size	Rate
Regular	20x20	\$480.00
Medium - One and a Half	20x30	\$720.00
Large - Two	20x40	\$960.00
Two and a Half	20x50	\$1,200.00
Triple - Three	20x60	\$1,440.00
Three and a Half	20x70	\$1,680.00
Quad - Four	20x80	\$1,920.00
Regular Food Booth	20x20	\$526.00
Medium Food Booth	20x30	\$766.00
Large Food Booth	20x40	\$1,006.00
October, November, December, April, May Daily Standby Space	20x20	\$70.00
January, February, March Daily Standby Space	20x20	\$80.00
Daily Standby Insurance		\$10.00
*Booth spaces different than those listed above are available at a rate of \$240 per 10 feet of additional space requested.		

**PLEASE NOTE THAT THE ALUMNI ASSOCIATION ONLY PROVIDES MERCHANTS WITH THE RIGHT TO OCCUPY ONE OR MORE DESIGNATED SELLING SPACES. IN ADDITION, THE ALUMNI ASSOCIATION PROVIDES GENERAL SECURITY AND MAY, FROM TIME TO TIME, PROVIDE GENERAL ENTERTAINMENT. HOWEVER, THE ALUMNI ASSOCIATION UNDERTAKES NO RESPONSIBILITY TO PROVIDE ANY MERCHANT WITH PARTICULAR GOODS OR SERVICES.**



# **MERCHANT HANDBOOK RULES AND REGULATIONS Summer 2018 and Fall/Spring 2018-2019**

These 2018-2019 Street Fair Merchant Handbook Rules and Regulations (Fall-Spring and Summer Season) (collectively the "Merchant Regulations") apply to all Merchants ("Merchants") participating in the College of the Desert Alumni Association Street Fair (the "Street Fair"). The Street Fair is owned and operated by the College of the Desert Alumni Association, a California nonprofit corporation (the "Alumni Association"). The Alumni Association operates and manages the Street Fair through its officers, employees, and agents ("Street Fair Management"). As distinguished from an auxiliary, College of the Desert Alumni Association is an independent organization separate and apart from College of the Desert. College of the Desert appreciates the support provided to the College through the rental and other revenue generated by the Alumni Association Street Fair.

These Merchant Regulations are organized into two sections which are separately entitled General Principles and Rules and Regulations. The General Principles section sets forth a number of general guiding principles which govern the overall operation of the Street Fair. The Rules and Regulations section sets forth a number of specific requirements imposed on all Merchants in connection with the Street Fair. All merchants must read, understand, and comply in full with both the General Principles and the Rules and Regulations sections of these Merchants Regulations.

Any questions regarding these Merchant Regulations should be directed to the Alumni Association at the office located at **43-500 Monterey Avenue, Palm Desert, CA 92260 (the "Alumni Office")**. The Alumni Office is open Monday through Friday from 8:00 a.m. to 4:30 p.m., excluding holidays. On weekends, questions requiring an immediate answer should be directed to Street Fair Management.

## **GENERAL PRINCIPLES**

The Alumni Association is committed to customer service and satisfaction. Street Fair Management will assist customers in seeking to resolve any problems or complaints directed toward any merchant. Merchants must work professionally, cooperatively, and reasonably with both the customer and Street Fair Management in resolving any such complaints. Merchants should understand that their own customer complaints can impact the business of other merchants at the Street Fair as well as the community's perception of the Street Fair as a whole.

Merchants are required to follow the directions of Street Fair Management while on the grounds of the College of the Desert campus.

Merchants must comply with all federal and state laws and statutes concerning child labor and any unlawful employment of a minor in violation of law is a violation of these Merchant Regulations.

Merchants must comply with The Americans with Disabilities Act (ADA), which provides for equal access and opportunity for individuals with disabilities in public accommodations.

All merchants must understand and comply with any and all state or federal laws relating in any manner to their goods and services. By way of example, merchants of artwork must understand and comply with all copyright and/or trademark laws which may govern the reproduction and/or sale of such artwork. It is never an adequate excuse that you did not understand that law. If you have a question about your goods, merchandise, or services, you must retain an attorney or other qualified professional to assist you in ensuring that your business operation is in full compliance with the law.

**THE ACCEPTANCE, RENTAL AND USE OF ANY SELLING SPACE AT THE STREET FAIR CONSTITUTES AN AGREEMENT BY ANY AND ALL MERCHANTS (WHETHER MONTHLY OR STANDBY) AND ALL PERSONS HELPING OR WORKING WITH SUCH MERCHANT TO COMPLY WITH ALL OF THESE MERCHANT REGULATIONS AS WELL AS ANY AND ALL STATE AND FEDERAL LAWS.**

The vast majority of space rental fees collected after payment of expenses go to support College of the Desert students and College of the Desert.

# **RULES AND REGULATIONS**

## **PAYMENT OF MONTHLY SPACE RENTAL FEES**

1. All monthly space rental fees must be paid on or before the 15th day of the preceding month (i.e., the payment for November is due on or before October 15<sup>th</sup>). The payment must be IN our office by this date. Please take in to consideration any holidays, office or campus closures. If the 15<sup>th</sup> falls on a holiday or nonbusiness day, payment is due on the business day immediately following the 15<sup>th</sup>.
2. Street Fair Management will not accept any payment from monthly merchants during Street Fair operating days.
3. If you wish to make your rental payment in person, you may pay with cash, check made out to COD Alumni Association, or credit card.
4. If you wish to mail your rent payment, be sure to address the envelope to the COD Alumni Association.
5. If you wish to make a credit card payment over the phone, please have the card number, expiration date, name on the card, and full billing address available.
6. Once a payment has been made, there will be no refunds or credits towards any other rental period or space.

## **LATE CHARGES AND PENALTIES**

1. Any merchant who makes a late rent payment will be charged a late fee as follows:

First Late Payment:	\$25.00
Second Late Payment:	\$50.00
Third Late Payment:	\$75.00
2. Any merchant who is late more than three times during a season will lose the right to occupy their selling space for the remainder of the season.
3. Late fees should be included with your payment and must be paid before the first weekend of the month in which it is late. Merchants who have not made their payment with late fee included before the first weekend of the month will be denied selling space.
4. If a check was returned for insufficient funds, there will be a \$35.00 charge. An additional \$15.00 fee will be imposed for any check that is marked insufficient funds by the bank and is put through a second time in an attempt to clear it. An ISF check cannot be replaced with a check. Payment must be replaced with either cash or credit card and all future payments must be made by either cash or credit card.

## **DROPPING OF SELLING SPACE**

1. Monthly merchants who wish to cease conducting business at the Street Fair must notify Street Fair Management by the 15<sup>th</sup> of the preceding month. (i.e. notification for November should be on or before October 15<sup>th</sup>.) Prompt written notification may assist the merchant in avoiding penalties and such courtesy and cooperation may be considered by the Alumni Association should such merchant ever seek to reapply for selling space at the Street Fair.
2. If the monthly space rental fee has not been paid and the merchant does not show up for the first weekend of the month, Street Fair Management will assume that the merchant has quit, and the merchant will be automatically removed from monthly status.
3. There will be no refunds or credits, regardless of merchant's reason for ceasing business at the Street Fair.

## **PERMITS, INSURANCE, OTHER DOCUMENTS REQUIRED**

Before commencing to sell merchandise and/or services at the Street Fair, each merchant must have on file in the Alumni Office documentation demonstrating compliance (to the extent applicable to such merchant) with each of the following requirements of law and/or the Alumni Association:

1. **SELLERS PERMIT.** Merchants must have and maintain a Sellers Permit from the California State Board of Equalization designating their business address on that certificate as 43-500 Monterey Avenue, Palm Desert, California 92260. Merchants shall not receive mail at this address and must list a separate mailing address with the State Board of Equalization. The telephone number for the local office of the California State Board of Equalization is (760)770-4828. A photocopy of a valid Sellers Permit must be submitted to the Alumni Association with your application.

Merchants must maintain a valid sellers permit for the entire period during which they sell product at The Street Fair. If any merchant's permit is found to be expired or cancelled they will be unable to participate until permit is reinstated.

2. **HEALTH PERMIT.** Merchants selling food products that do not fall within the purview of the Alumni Association's health permit must obtain a Health Permit from the Environmental Health Department. A photocopy of a valid permit must be turned in to the Alumni Association with your merchant application. This permit must be posted in the merchant's space and must be clearly visible to the public.

Merchants selling food that is within the purview of the Alumni Association's health permit are required to pay the Alumni Association an additional \$46 per month to cover the cost of said health permit. Such payment shall be made concurrently with payment of their selling space fee. Health inspections are

periodically conducted by the Department of Environmental Health, irrespective of whether you have a permit.

Any questions about whether a certain type of food may be sold, if your product falls under the Alumni Association's health permit, and any cart approval must be answered by the Health Department. The telephone number for the Indio office of the Health Department is (760) 863-8287.

3. **AGRICULTURAL PERMIT.** Any merchant reselling produce or nursery products must obtain a permit from the California Department of Food and Agriculture. A photocopy of a valid permit must be turned in to the Alumni Association with your application. This permit must also be posted in the merchant's space and be clearly visible to the public. Any questions regarding this permit should be directed to the Department of Food and Agriculture.
4. **ACKNOWLEDGMENT OF MERCHANT HANDBOOK RULES AND REGULATIONS.** All merchants must sign and return the acknowledgment with the application.
5. **DRIVER'S LICENSE.** All merchants must provide the Alumni Association with a black and white copy of their Driver's License or DMV Identification Card with their application. The Alumni Association reserves the right, in its sole and absolute discretion, to release to Street Fair customers and/or other parties copies of any information and/or photographs submitted with the application package.
6. **MERCHANT RELEASE AND INDEMNITY AGREEMENT.** Merchants must sign and return with their first month's payment the Merchant Release and Indemnity Agreement that will be provided with your acceptance letter.
7. **AGENT RELEASE AND INDEMNITY AGREEMENT.** Merchants must return with their first month's payment a separate Agent Release and Indemnity Agreement for each employee and/or helper of merchant. These Agreements are to be executed by the employees and/or helpers, and the form of this document, which may be duplicated, will be provided with your acceptance letter. It is the merchant's responsibility to notify the Alumni Association of any new employees or helpers and supply the Alumni Association with a signed Agent Release and Indemnity Agreement for that employee and/or helper. Please keep the original blank form on hand so that as new employees, agents, and/or helpers come on board throughout the season you can have them complete the form and return it to the Alumni Office.
8. **TENT SET-UP DECLARATION.** Merchants must sign and return with their first month's payment the Tent Set-up Declaration. If a merchant retains someone to set-up his tent and/or canopy, the merchant must provide such person with a copy of this Tent Set-up Declaration before any set-up is done. The merchant shall further require such person (or business if applicable) to be covered by the required

one million dollar (\$1,000,000) policy of liability insurance naming both College of the Desert and the College of the Desert Alumni Association as additional insured's and submit to the Alumni Office proof of insurance before any set-up occurs. In the event of changes in tent-set up personnel, merchants must immediately complete and submit to the Alumni Association a new Tent Set-up Declaration. Any merchant who fails to comply with these provisions will be fined \$25.00 and may not be renewed at the end of the month. Tent Set-up contractors are required to pay the Alumni Association a fee for doing business on the College of the Desert property. It is the merchant's responsibility to insure that the tent set-up business they employ is in good standing with the COD Alumni Association. If the individual who sets up your tent does not set up anyone else, then he is exempt from this requirement to the extent he is an employee of the merchant and is insured for this activity under the merchant's liability insurance. Merchants who employ tent set-up businesses are responsible to make sure that the business which they employ is in good standing with the COD Alumni Association by having valid insurance on file with the Alumni Office, having the Tent Set-up business up-to-date with their fees to the Alumni Association, and having them obey all rules contained within the Street Fair Merchant Handbook Rules and Regulations. Failure of the tent set-up business to be in good standing with the COD Alumni Association may jeopardize the merchant's continued participation at the Street Fair and their space may not be renewed at the end of any given month.

Only tent set-up merchants who have been preapproved by Management may open a business at the Street Fair. Yearly liability insurance and Merchant Release and Indemnity Agreement are required by Street Fair Management for all tent set-up businesses. As independent contractors, all tent set-up businesses must comply with all federal and state labor laws. (See Appendix A attached)

9. **LIABILITY INSURANCE.** All merchants must provide the Alumni Association with a Certificate of Insurance with a minimum one million dollar (\$1,000,000) policy of liability insurance naming both **College of the Desert and College of the Desert Alumni Association** as additional insured's, before final acceptance is granted and before participation at the Street Fair. The Certificate of insurance must be kept current at all times. Food merchants may not use daily insurance, as it does not include product liability.

Should a merchant's liability insurance lapse the merchant must come to the standby window before 7:00am to pay the daily insurance rate.

\*All merchants are required to maintain on file in the Alumni Office a current address and telephone number and an emergency number. It is merchant's responsibility to maintain current address information in the Alumni Office. Information contained in the merchant application is not treated as confidential or private and may be made available to the general public.

## MERCHANDISE

1. **MERCHANDISE DESCRIPTIONS.** On your application, you must specifically provide a detailed description of the items you propose to sell at the Street Fair. Street Fair Management will determine how your merchandise descriptions are interpreted. For example, if you list toys and you do not have Beanie Babies listed as a specific item, you may be denied the right to sell Beanie Babies in your space. Please be clear and specific in your merchandise descriptions. Include brands, styles, and another details when possible.
2. **CHANGES TO MERCHANDISE.** Monthly merchants cannot change or add product brands or style without Street Fair Management's advance written approval. Merchants wanting to change or add products to his/her current list must submit these changes in writing for approval by the Street Fair Manager prior to putting new items on display.

A separate section on the Merchandise Listing sheet of the application is provided to list any new items you wish to add to your items to be sold. To be approved, all new items must be listed in this section. The deadline for any additions or changes to your product line for the Fall-Spring season is January 31, 2019.

3. **TRADEMARK/COPYRIGHT/RELATED LAWS.** No merchant shall sell, or offer for sale, any item which may be in violation of any state or federal civil or criminal law relating to infringement or violation of any patent, copyright, trademark, trade name, image, pattern, or any law governing counterfeit merchandise. Merchants must be completely knowledgeable of the origins of their merchandise and the laws governing such merchandise. The Alumni Association reserves the right to terminate the selling space of any merchant who it believes has, or may have, violated any such law. Merchants agree to hold harmless, indemnify, and defend both College of the Desert and the Alumni Association from and against any and all claims involving any alleged violation of law.

The Alumni Association and Street Fair Management are not responsible for enforcing any merchant claims against or between one another, whatever such claims may be. All merchants are required to bring any such claims or lawsuits on their own behalf and at their own expense, and to hold harmless and indemnify the Alumni Association and Street Fair Management as to any such claims or lawsuits. A certified copy of any order or judgment issued in any such lawsuit related to the type of merchandise sold at the Street Fair shall be promptly delivered to Street Fair Management when signed and filed by the court.

If there are any questions about the authenticity of a product or service, and/or a problem with a manufacturer or distributor of said product or service, you may be required to pull that product or service from public sales at the Street Fair until all issues have been resolved.

4. **EXCLUDED ITEMS.** Street Fair Management reserves the right, within its sole and exclusive discretion, to prohibit the sale, trade, and/or display of any item or service. Items which are currently prohibited include the following:

- Items that are pornographic;
- Items that include profane language;
- Items that are illegal;
- Items that may be hazardous;
- Tobacco, tobacco accessories and any related products;
- Firearms, ammunition, knives, pepper spray, Tasers, and/or weapons (whether of an offensive and/or a defensive nature);
- Live Animals;
- Any merchandise received by any merchant, directly or indirectly, from any current or former merchant who has been suspended and/or had his or her selling rights terminated;
- Other items at Street Fair Management's sole discretion.

#### **ATTENDANCE POLICY**

1. Merchants are asked to notify the Administrative Assistant by email at least one week prior to their absence to help in the condensing of the market.
2. Excessive absences may result in a fine and possible relocation of selling space.

#### **ART MERCHANTS.**

“The Alumni Association deems it to be a violation of the Street Fair Merchant Handbook to paint on or over anyone else’s painting in such a way as to create an impression that you painted the entire painting yourself and/or to sign your name to such artwork as if it were your own.” A sign with the above quoted language must be displayed in a prominent place within your booth.

Copyright is defined as “the exclusive legal right to reproduce, publish, and sell a literary, musical, or artistic work.” Technically, anything you produce is copyrighted as soon as you produce it if it falls under the category of being a literary, musical, or artistic work, and any other applicable requirements of law. The owner of a copyrighted work generally owns the right to its reproduction, display, distribution, and adaptation to derivative works.

Merchants are required to abide by all copyright laws. No copyright infringing items may be sold or offered for sale at the Street Fair. The sale of copyright infringing items is a material breach of these merchant Regulations.



Suspected infringing items are subject to seizure by Street Fair Management (in its sole discretion) and may be held by the Street Fair Management. Any violation(s) of copyright laws is grounds for immediate closure of a booth. No refunds will be paid if a booth is closed for selling infringing works. Management will not be liable to merchant for any refunds or in any other manner for the seizure of allegedly infringing works or the closure of a booth based on claims of copyright infringement. Merchant agrees to indemnify and hold the Alumni Association harmless from any damages, costs, expenses (including reasonable attorney fees), judgments and/or settlements which the Alumni Association incurs as a result of claims that merchant is selling infringing items.

Paintings need to be displayed and not stacked vertically or horizontally.

The Arts Section represents hand-created products by the merchant and sold by said merchant who creates them. Acceptance in the Arts Section is up to the discretion of Street Fair Management.

### **ACUPUNCTURISTS**

1. Acupuncturists must provide the Alumni Association with a copy of his or her Acupuncturist license issued by the State of California, along with photo identification (such as a driver's license).
2. If an Acupuncturist also provides massage services, he/she must also produce to the Alumni Association the documentation required of a massage therapist (as described below).

### **FOOD MERCHANTS**

1. Space for food merchants is limited.
2. Each merchant selling food to be consumed at the Street Fair must provide a detailed menu of items to be sold. This list should be concise and include only items that the merchant actually plans to sell during the season. Street Fair management may limit the number of menu items at their discretion.
3. Food merchants in the food court will be provided with one trash can that will be emptied once at the end of the day, all other trash is the responsibility of each merchant.
4. There is no food allowed on Standby, this includes produce, prepackaged items, or items made onsite.

5. Food merchants are excluded from using daily insurance, and must maintain up to date insurance with product liability at all times. Should there be a lapse in policy, or a current copy is not maintained in our office you will be denied selling space until this is resolved.

### **MESSAGE THERAPISTS**

1. Any merchant providing Horizontal Massage (i.e., where customer is laying down) must provide the Alumni Association with copies of any and all required licenses and/or permits. In addition to any possible state and federal requirements, there is a license and/or permitting process currently required by the City of Palm Desert.
2. The Alumni Association does not currently require a copy of a license or permit from a merchant who only provides Vertical Massage (i.e., where customer is in a chair, fully clothed, and having only head, neck, upper back massaged). However, all such merchants are independently responsible for obtaining any and all permits and/or licenses required by state, federal, or local law for Vertical Massage, if there are any.

### **NON-COMMERICAL USE OF STREET FAIR.**

Street Fair Management reserves the right, in its sole and exclusive discretion, to allow nonprofit organizations to sell products in the common areas without being required to complete a merchant application or to pay a merchant fee. By way of example, Street Fair Management may allow Girl Scouts of America to sell Girl Scout cookies at the Street Fair without requiring them to satisfy the requirements imposed on merchants.

### **SPACE ASSIGNMENTS**

1. Street Fair Management will try to place merchants, whenever possible, in a non-competitive location. However, due to so many similar products (clothing, jewelry, etc.) this may not be possible. Street Fair Management will always try to place merchants in the best possible location for their products and for the good of the Street Fair.
2. Merchant selling spaces and/or booth sizes may vary. Space size and configuration is acknowledged and agreed to by merchant when payment is made for the assigned space. Existing spaces are not subject to merchant reconfiguration. Street Fair Management makes all determinations as to space assignments, sizes, and configuration. A merchant who wishes to upsize or downsize his space may be relocated within the Street Fair to an available smaller or larger space.

3. Selling spaces are marked by number and/or letters painted on the ground in white paint. Merchant's vehicles and/or merchandise must remain within space boundaries and behind the visible white line. Merchants are not permitted to conduct business outside their assigned spaces.
4. Assigned space is for the sole and exclusive use of the individual merchant whose application was approved. Anyone selling merchandise for another person or company must have identified the actual owner of the merchandise on the application.
5. Merchants are prohibited from selling, assigning, renting, or otherwise transferring any merchant space. Neither the exchanging nor the sharing of merchant space is permitted. In the event of any change in ownership of the merchandise or the business operating out of a given space, a new application package must be completed by such new ownership.
6. Merchants do not have any ownership rights to a selling space nor do they have any seniority status. Current selling spaces may be reassigned at any given time. Overnight camping, parking, or storage of any vehicle or equipment is prohibited. Merchant's status at the Street Fair is merely that of a seller of merchandise and/or services, and not as a tenant, licensee, or other form of permissive user.
7. Monthly merchants and/or their associates, employees, helpers, etc., in the discretion of the Street Fair Management, may be precluded from renting any additional space through the Standby Line.
8. Standby merchants who are not provided selling space may not work on the same day in any booth in the Street Fair, nor are they allowed to set up and/or sell in any other open space on the College of the Desert campus.
9. Merchants are not guaranteed space in the location of their choice. The Street Fair Manager has the authority to assign and reassign spaces. Any merchant requesting reassignment of selling space must notify Street Fair Management in writing.
10. The Alumni Association reserves the right to refuse assignment of space to any merchant or prospective merchant on the basis of any lawful reason, and to terminate the merchant's use of selling space at the Street Fair at any time and for any reason, as set forth more fully below.
11. It is the merchant's responsibility to report to Street Fair Management any hazardous condition which is found to be in or around the merchant's selling space. If the problem cannot be remedied immediately, the merchant will be relocated to another space until the hazard can be remedied.

## SPACE SET-UP AND MAINTENANCE REQUIREMENTS

1. **POSTED ITEMS** The following items must be posted in view for the general public at all times.
  - **Sellers Permit with CODAA address**
  - **Return Policy**
  - **Tax Policy (Listed prices include tax or not)**
2. **BUSINESS CARDS/RECEIPTS** Merchants must give out receipts to customers for all purchases. Business cards should also be available with your contact information should they need to contact you about their purchase.
3. **SIGNS** All signs utilized by merchants must be professional in appearance and design. No handwritten signs are allowed. Signs must not extend over public walking areas. Street Fair Management reserves the right to approve or disapprove the design and content of all displayed banners or signs by Street Fair merchants. Signs may not dangle over the aisle and are to be a maximum of 12 feet in height
4. **WEIGHTS/CANOPIES** All canopies and umbrellas must be weighted down with **twenty five pounds on each pole** to prevent risk of property or personal damage due to wind. Pole caps and/or other comparable precautions must be utilized by merchants to prevent damage to the asphalt. Under no circumstance are anchors to be inserted into the concrete, asphalt, or ground. In addition, nothing is ever to be attached to a nearby tree, building structure or college equipment. (See Appendix A for complete guidelines) Failure to adhere to this will result in the merchant's termination as a merchant at the Street Fair. Canopies should be in good condition, i.e. not torn, etc.
5. **VEHICLES** All vehicles parked in the fair must be parked parallel and be behind merchants booth setup. Vehicles parked in the fair must be covered on all sides in an aesthetically pleasing manner; this is at the discretion of the Street Fair Manager. Vehicles not parked in the fair must be removed by 7 a.m. and must be parked in merchant parking.
6. **TABLES/ TABLECLOTHS** Merchandise may not be sold off the ground or out of a vehicle, but instead should be displayed on tables. Tablecloths are required on tables and should extend down all sides of the display tables so as to conceal any merchandise storage containers which may be placed under the tables.
7. **AWNINGS** must be three feet maximum from all sides in width and at least seven feet high to prevent customers from bumping their head. Advertisements are not allowed on the sides of your awnings, only on the front.

8. **BOXES** Merchants must remove all boxes and containers used in the transportation of their merchandise BEFORE the Street Fair begins for the day. Empty boxes may be stored under tables as long as they are not visible, i.e. under a drape.
9. **COLLEGE PROPERTY** Merchants are not allowed to prop or hang any merchandise on any campus walls, buildings, fences or any other property.
10. **ELECTRICAL/GENERATORS** With the exception of Food Court and Entertainment Merchants, all merchants are prohibited from plugging into any electrical outlet at the Street Fair or on the College of the Desert campus without prior authorization from Street Fair Management. No generators are permitted unless prior approval from the Street Fair Manager. The only approved generators for use at The Street Fair are Honda ue2000i Super Quiet. Generators must not emit any offensive noise or smells, and merchants must discontinue use immediately at the discretion of The Street Fair Manager. Merchants who use cords to access electrical power at the Street Fair are responsible for seeing that all cords are taped down in such a way that they cannot be tripped over by customers, merchants, and staff. The merchant is completely responsible for any accidents that occur due to their placement of these cords. Merchants who use College of the Desert electricity will be held responsible and be required to pay for broken plugs, fuses, and circuit breakers.
11. **CLEANLINESS/TRASH** Merchants must keep their spaces clean at all times. Merchants must take their trash with them when departing the Street Fair premises and sweep their selling space(s) clean at the end of the day. Trash receptacles are for customers, Street Fair Management, and College use only.
12. **NOISE/MUSIC/HAWKING** Merchants shall not play loud music or make loud noises which can be heard outside their assigned spaces. Hawking is strictly prohibited. Loud selling solicitations from inside the booth are strictly prohibited. Merchants shall not solicit customers outside their selling space or in the aisles.
13. **EQUIPMENT** No merchant may use any Street Fair equipment, chairs, cones, etc.
14. **HOURS OF OPERATION** Merchants must have their booths setup and open for business from 7am to 2pm.

#### **ARRIVAL/DEPARTURE TIMES**

1. Merchants and their tent set-up workers must arrive for tent and booth set-up no earlier than 3:00 a.m. and must be in their selling space(s) on or before 6:00 a.m.

If the merchant is not occupying its assigned space by 6:00 a.m., such space will be forfeited and may be reassigned to another merchant for use on that day.

2. Merchants, their employees, and setup contractors must be aware of and minimize any noise during morning setup. Fines may be issued if excessive noise is an issue, at the sole discretion of Street Fair Management.
3. Merchants whose canopies are set up for the day and who do not show up will be fined \$50.00 unless the canopy is removed before 6:00 a.m. Street Fair Management is not responsible for any damage due to Street Fair Staff having to tear down merchant's booth set up which has been left unattended past 6:00 a.m.
4. No merchant may leave the Street Fair prior to the closing time without the advance consent of Street Fair Management. If an emergency situation arises which requires that a merchant leave early on a given day, such merchant must notify Street Fair Management and obtain Street Fair Management's consent prior to departing for the day.
5. Merchants must drive cautiously through the aisles of the Street Fair and not directly through any of the selling spaces. All merchants shall drive safely at all times within the 5 mph speed limit when on the Street Fair grounds and/or in any of the surrounding parking lots.
6. Merchants may not leave their selling space until 2:15 p.m. Vehicles parked in merchant space must remain in their space until that time. Vehicles may not line up at exits prior to 2:15 p.m.
7. Merchant vehicles may not enter the Street Fair to pack up their booths until 2:20 p.m. No vehicles may be lined up at exits waiting to enter the fair until 1:50 p.m. These times are to be adhered to all times of the season, unless other instruction is given by the Street Fair Manager.
8. Merchants are required to take down their awnings prior to closing. This is to insure that merchants do not strike any of these overhangs with their vehicles.
9. Merchants, their employees, and tent set up contractors must exit the campus no later than 3 hours after The Street Fair has closed. A \$25 fine may be imposed to anyone in violation of this requirement.

## **PARKING AND LOADING**

1. Merchants, their employees, associates, and independent contractors must park in the merchant designated parking lots. Fines will be issued to merchants who park in non-merchant parking lots or on the surrounding streets. For the first offense a fine will be issued to the merchant who is responsible for his/her employees, associates and independent contractors. The second time a merchant may lose his selling space at the end of any given month. All merchants and their employees, associates and independent contractors must park on the COD campus in the designated area.
2. No merchant may park anywhere inside the fair, other than behind their booth if permitted, during Street Fair hours. If the merchant next to you is not present, you may not park in that space.
3. Only one vehicle at a time may be utilized by a merchant on the Street Fair premises. When a merchant has merchandise on more than one vehicle, the other vehicle(s) must remain outside of the Street Fair premises until after the first vehicle has been unloaded and has departed.
4. When loading and unloading merchants are responsible to keep one traffic lane open at all times.
5. Customers are not permitted to drive to merchant spaces for pick-up of merchandise when the Street Fair is open for business.
6. Overnight camping, parking, or storage of any vehicle or equipment is prohibited.
7. Merchants must not at any time, move any traffic control devices, such as barricades, signs or delineators.

**Citations shall be issued for violations of these rules.**

## **WEATHER DAYS**

1. Street Fair Management will announce when the Street Fair is canceled due to poor weather, wind, or extreme heat conditions. The decision to call a weather day is within the sole and exclusive discretion of Street Fair Management. Credit or refunds will not be given to merchants for any weather day. When a weather day is called, merchants are to stop selling and immediately shut down their operation.
2. The Street Fair will remain open until a weather day is called by Street Fair Management. Merchants will not be allowed to bring their vehicles into the Street Fair early or leave early due to weather conditions unless directed by Street Fair Management.

3. It is each merchant's responsibility to provide their own coverings to protect their merchandise and products against weather related conditions.
4. On days when there are ominous weather conditions and merchant participation may be lessened, merchants may NOT park their cars in unoccupied spaces or parking lots other than those specified for merchant parking without prior authorization from Street Fair Management.

### **COMMUNICATION POLICY**

1. The Street Fair Management regularly meets with the Merchants Association to answer questions and discuss concerns which are brought to them by the Merchants. Please speak with your Merchants Association lot rep first.
2. Please contact the Street Fair Manager during weekly business hours to discuss requests or handle complaints. The Street Fair Manager may be contacted by phone or email. Please note that the Street Fair Manager has the following days off Tuesday, Wednesday and Thursday.
3. The Street Fair Manager will be available for meetings by appointment only. Appointments will not be scheduled for requests of change of space/merchandise or citation disputes. These items must be completed in writing and you should receive a response within 30 days.
4. If you feel you have an unresolved question or complaint after speaking with your lot representative and the Street Fair Manager, you may contact the Executive Director of the Alumni Association.
5. CODAA board members serve on a volunteer basis. They should not be contacted by any merchant. Any merchant in violation of this may be subject to exclusion from the Street Fair.
6. As a courtesy to other merchants, customers and staff, Street Fair operating hours are not the time to voice complaints or make requests. Negativity in a business atmosphere can affect sales and repeat customers. The information booth staff is not equipped to hear or answer complaints or questions regarding operational matters.



## **CITATIONS/FINES**

1. Citations will be issued for any violation of the College of the Desert Alumni Association Merchant Handbook. Warnings are a courtesy and may be issued during the month of October but may not be issued after this time.
2. Serious violations concerning safety issues i.e. weights, excessive speed, or those in violation of applicable laws, including but not limited to insurance and permits, will not be given a warning and you will be fined.
3. Violation of the rules and regulations and the general principles can result in loss of selling space.
4. Street Fair Management, Street Fair Staff and Alumni Personnel will not discuss a citation with you; you must submit a citation dispute in writing.
5. All fines must be paid by the end of the month they are accrued in. If fines are not paid merchant will be denied selling space.

## **MERCHANT CONDUCT**

1. Merchants are required to follow the directions of Street Fair Management while on the grounds of the College of the Desert campus. Street Fair Management has an open door policy where merchants are welcome to discuss issues with the President and CEO and/or Street Fair Manager while following the communication policy.
2. No drugs or alcoholic beverages are allowed at the Street Fair or on the College of the Desert campus. Street Fair Management and/or Security shall have the right to inspect any container, cooler, vehicle, trailer, etc., at any time. Failure to allow such inspection will result in an immediate suspension of the merchant's use of selling space.
3. No animals are allowed at the Street Fair or on the College Campus except Service Animals assigned to a disabled person.
4. No merchants shall purport to conduct any sort of raffle or other form of gaming or gambling activity without the advance written consent of the Alumni Association.
5. Merchants are precluded from seeking to accomplish through their agents, employees, helpers, and/or independent contractors, that which they are prohibited from doing themselves. By way of example, a merchant shall not sell fake Rolex watches through his or her employee(s). Merchants are strictly responsible for the

actions of their agents, employees, helpers, and/or independent contractors who work with and/or help them.

6. Any merchant petitions must be approved in advance by Street Fair Management before being circulated at the Street Fair.
7. Merchants are to be very careful not to hit any of the solar panel supports with their vehicles. Damaging a solar panel would make the merchant subject to immediate dismissal from the Street Fair.
8. Merchants are responsible for the actions of their employees, associates, and any independent contractor working for the merchant. Merchants shall be courteous to other merchants, the public, and Street Fair Management and staff. Merchants shall engage in prudent customer relations and customary business practices. Foul language will not be tolerated at the Street Fair at any time.
9. Merchants are not allowed to hand out flyers or advertisements to the public or to the merchants in the Street Fair. Please respect this rule. It would not be fair to allow individual merchants to promote their business by flyer advertisement without allowing all merchants to do the same thing. If for some reason any flyer or advertisement is handed out, it must have prior approval of Street Fair Management. There are to be no solicitations or flyers on the Street Fair grounds! Customers, visitors, merchants, groups, or any other individuals are not allowed to solicit at the Street Fair, parking lots, or on COD campus grounds during the Street Fair.
10. A no smoking area has been designated around the Street Fair restrooms. There is to be absolutely no smoking where such signs are posted. Should you smoke, please remove yourself to a more isolated area. Please be respectful and courteous to others.
11. All multi-merchant promotions must be approved in advance by Street Fair Management.
12. The Alumni Association's address is never to be used as a merchant's mailing address.

## **DISABLED PERSONS ACCOMMODATIONS**

1. Merchants are required by the Americans with Disabilities Act ("ADA") to provide reasonable accommodations and access to goods and services to individuals with disabilities. By way of example, if a wheelchair user cannot get into your selling space, you are required to come out to the curb and offer assistance in showing your products to that person.

2. Disabled people with service animals or guide dogs are allowed throughout the Street Fair including the Food Court area. Service animals are trained to do work or perform tasks for the benefit of an individual with a disability. These tasks may include guiding people with impaired vision, pulling a wheelchair, or retrieving dropped items. Although there are programs that certify service animals, a private entity may not insist on proof of certification before permitting the entry of a service animal into a place of public accommodation. Therefore, it is a violation of law to refuse service due to the accompaniment of a service animal.
3. Any Merchant who needs a service animal must notify the Street Fair manager and provide them with proof of certification from an accredited source that verifies disability and requires service animal to be trained. Service animal should be registered to merchant.
4. Merchants must keep handicapped access curb ramps clear for use by the disabled. All merchants who have their booths set up on the curbs are required to move their display to the edge of the curb in order for disabled people to better view the merchandise.

## **LEGAL**

1. These merchant Regulations, including the fee schedule and other terms and conditions, are subject to change by the Alumni Association at any time and without advance notice.
2. Should a single rule or regulation be held illegal, invalid or void, such invalidity shall not affect the remainder of these merchant Regulations. Furthermore, if a provision or rule is deemed invalid due to its scope or breadth, that rule shall nevertheless be valid and enforceable to the fullest extent otherwise permitted by law
3. In interpreting these merchant Regulations, where the context permits, the singular shall include the plural, and vice versa, and gender and neuter terms shall be interchangeable.
4. Merchant agrees to pay reasonable attorney's fees and costs incurred to the College of the Desert and/or the Alumni Association if legal action should be instituted by reason of merchant's failure, or alleged failure, to comply with any of these merchant Regulations.
5. Merchants agree to hold College of the Desert and College of the Desert Alumni Association harmless in case of an act of God, such as an earthquake. Merchants are responsible for their persons, vehicles, tents, merchandise, and all liability relating to same. No refunds will be given to merchants for loss of selling time due to acts of God, such as earthquake.

6. Merchant agrees to hold harmless the College of the Desert and College of the Desert Alumni Association, relative to any property damage and/or bodily injury arising from any form of heater or warming device and gas-powered generators utilized within said merchant's selling space. Merchant assumes all responsibility and liability for utilization of such heating elements and generators within the Street Fair grounds, and a fire extinguisher must be maintained and readily available at all times in merchant's selling space, complete with current certification.
7. Street Fair Management is not responsible for lost, damaged, or stolen articles. Merchants must safeguard all of their belongings and assume the risk of any such loss.
8. Photographs, film, or video taken of any merchant, merchant's display, merchandise, or entertainers, may be utilized by Street Fair Management for promoting the Street Fair. By participating in the Street Fair, you consent to such use without any fee or charge.
8. The Alumni Association and Street Fair Management are not responsible for products sold and do not guarantee or warrant any aspects of any products, goods, or services provided or sold by any merchant. Merchants are fully responsible for their products, goods, and services.
9. Street Fair Management accepts no responsibility for merchandise mailed to or left in the Alumni Office for inspection or review. Do not mail merchandise to the Alumni Office. If you feel strongly that your merchandise is unique and different, bring your merchandise in to show the Street Fair Manager in person. Monthly merchants should bring their new merchandise and merchandise add on form in person for review by the Street Fair Manager.
10. No merchant shall purport to conduct any sort of raffle or other form of gaming or gambling activity at The Street Fair.
11. No merchant may utilize the Street Fair logo in any advertisement, promotion, display, website, business card, or product. Any use of such logo without the Alumni Association's advance written consent, is strictly prohibited. A violation of this rule shall subject such merchant to all sanctions and penalties available under these Rules and Regulations.
12. Use of the names "COD Alumni Association" and/or "The Street Fair at COD" are prohibited in any form of advertisement without prior, written approval of Street Fair Management. This includes all similar spellings and anything that is intended to lead anyone to believe that the advertisement is in any way endorsed by COD Alumni Association or the Street Fair.

13. Any merchant violating a city, county, state or federal regulation will be automatically terminated for cause. This includes, but is not limited to, public behavior, traffic regulations, and public safety.
14. Merchant assumes full and complete responsibility for any injury to persons or property relating in any manner to the setup, display, sale, exchange, or use of merchant's merchandise, equipment, or other property or of the assigned ground space by merchant and/or merchant's employees, agents, helpers, and independent contractors. Merchant agrees to indemnify and defend College of the Desert and the Alumni Association, and their officers, directors, employees, attorneys, and agents, and to hold them free of and harmless from, at merchants sole expense, against any and all such liabilities, claims, and/or damages.

**ANY VIOLATION OF THESE MERCHANT REGULATIONS MAY RESULT IN SUSPENSION OR DENIAL OF SELLING SPACE. ADDITIONALLY, THE ALUMNI ASSOCIATION RESERVES THE RIGHT TO TERMINATE ANY MERCHANT(S) USE OF SELLING SPACE AT ANY TIME FOR ANY LAWFUL REASON, IRRESPECTIVE OF WHETHER THE REASON(S) RELATE TO ANY ACTUAL OR POTENTIAL VIOLATION OF THE MERCHANT REGULATIONS. SUCH TERMINATION MAY OCCUR BEFORE, DURING, OR AFTER THE SELLING SEASON. IF THE TERMINATION OCCURS DURING THE SELLING SEASON, THE STREET FAIR SHALL ISSUE A NOTICE OF TERMINATION WHICH SUCH NOTICE MAY BE PROVIDED TO THE MERCHANT VIA CERTIFIED MAIL MAILED TO THE MERCHANT'S ADDRESS AS MAINTAINED ON FILE WITH THE ALUMNI ASSOCIATION AND/OR BY DELIVERY OF SUCH WRITTEN NOTICE TO ANY PERSON INVOLVED WITH THE SALES OF MERCHANDISE OR SERVICES ON THE APPLICABLE SELLING SPACE(S). THE NOTICE OF TERMINATION SHALL BE EFFECTIVE IMMEDIATELY UPON MAILING AND/OR HAND DELIVERY.**

## Appendix A

### **Tent and Canopy Safety**

It's a fact that canopies act like giant sails in the strong Desert winds causing them to blow over, and most accidents at open air markets involve wind-blown tents, canopies and umbrellas. The safety of everyone at the market is our number one priority which is why we require stabilization of all canopies. While canopies serve the important purpose of protecting merchants and their products from the elements of the weather, unpredictable winds can come up at any moment and create a safety hazard. We require all merchants to minimize this risk by having weights attached to merchant canopies at all times. Merchants shall agree to the following policy as stated in the CODAA Street Fair Rules and Regulations. There are fines and insurance implications for failing to follow these rules.

All canopies, including umbrellas, at the Street Fair during normal business hours, including during set-up and break down, are required to be sufficiently weighted to the ground. Each leg must have a minimum of 25 lbs. attached. Any merchant who fails to properly weight their canopy may not be allowed to sell at the Street Fair that market day, unless the canopy is taken down for that day. Any merchant found to be in violation of this rule during the selling day will be cited and fined.

In certain weather conditions, even properly secured canopies can be dangerous. If canopies need to be taken down in the middle of the market day, merchants should direct customers out of the way so they are not injured.

### **Weights should be secured in a way that does not create its own safety hazard**

This means:

- Weights should not cause a tripping hazard
- Weights should be tethered with lines that are clearly visible
- Weights should be securely attached
- Weights should be on the ground, NOT above peoples' heads

Sufficiently weighted canopies will have a minimum of 25 lbs. per leg. Please consider that one manufacturer recommends at least 40 lbs. per leg for a 10x10 canopy to provide proper security of the canopy.

### **Always be prepared**

Merchants should ALWAYS have their canopies secured to the ground. It is not enough to have weights on hand in the case of wind. Strong gusts can come at any time and without warning. It is too late to secure weights once your canopy has taken flight.

### **Examples of good canopy weights**

- Filling an empty bucket (2.5 gallon) works great with sand or cement and tying this to each corner of the tent with a rope or bungee. It is NOT sufficient to place the bucket on the feet of the canopy.
- Filling buckets/containers with sand/cement/water that can be anchored or secured with a rope or bungee; these include canvas bags or plastic buckets/containers that have a handle through which a rope or bungee can be secured.
- Sandbag weights that are specially made for securing canopies and weigh at least 25 pounds. These sandbag weights are vertical and can be strapped to the legs of the canopy.
- PVC pipe capped and filled with cement can be hung on the inside of canopy poles as long as it is secured so that it does not collide with customers.
- The best weights are strapped to the bottom of each leg, and then tethered via a bungee to the top corner of the canopy, thus lowering the center of gravity of the canopy. In a strong gust of wind, even canopies secured with enough weight can be broken if the weights are not suspended from the top corners of the canopy.

### **Examples of Bad Canopy Weights**

- Gallon water jugs are not heavy enough for large gusts of wind. One gallon of water weighs 8 pounds. One gallon of water on each corner would be the equivalent of a 3 year old child trying to hold down a 100 square foot parachute.
- Tying tents, canopies or umbrellas to tables, or coolers provides tripping hazards and frequently does not provide adequate weight. Merchant safety is just as important as customer safety.
- Sandbags that cannot be placed upright and securely tied to the tent or canopy should not be used.
- Keep in mind that cement blocks are hard, easy to trip over, and are very effective toe and shin breakers.
- Avoid stretched out cords and lines at all costs. Customers and their children could get them wrapped around their arms or legs, causing them to trip and fall, and perhaps pull over merchant displays in the process.