



CITY OF CUDAHY CALIFORNIA

Incorporated November 10, 1960

5220 Santa Ana Street
Cudahy, California 90201-6024
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CITY OF CUDAHY

SWAP MEET
4835 CLARA ST
CUDAHY, CA 90201

Day	Space Number	# of Vehicles allowed	Monthly payment
Saturday			

GENERAL RULES AND REGULATIONS

1. SPACE USAGE

Spaces and reservations are issued to one individual **only**; this individual is considered the “owner” of the space and will be given a space number to be displayed. We do not allow transfers of a space reservation from one individual to another. All spaces issued are not to be lent, sold, rented, leased, given, shared, transferred, or used by any person other than the one assigned by Swap Meet personnel. Vendors are only to set up in their assigned spaces. Space sharing or changing is prohibited. Any vendor who attempts to “bribe” an employee or attempts to obtain a space by any means other than those outlined in our procedure’s sheet may face permanent expulsion from the Swap Meet.

2. STATE BOARD OF EQUALIZATION PERMIT & CITY OF CUDAHY BUSINESS LICENSE

All vendors must have a resale license from the State Board of Equalization & a City of Cudahy Business License showing our address as the business address. The original copies of the licenses must be kept and displayed at the space when selling. In the event that a resale license is canceled or revoked by the State Board of Equalization or the City of Cudahy Business License Department, the vendor will be refused admission until clearance from both the State and the City of Cudahy.

3. VENDOR I.D.’S

Each “owner” will be issued a Swap Meet Photo I.D. to be used to access spaces and make reservations. In addition, we will allow each “owner” to have one “alternative” person to assist them in accessing daily spaces that were pre-reserved. The “alternative” will also be issued a Swap Meet Photo I.D. All I.D.’s expire one year from date of issue, and must be renewed each year. In order to renew, the vendor must present their current Vendor I.D., Drivers License, State Board of Equalization permit, and City of Cudahy Business License. Vendors I.D.’s are to be used only by the person to whom it was issued, violation of this policy will result in the I.D. being confiscated by Municipal/Code Enforcement Officer. Vendor I.D.’s must be given Municipal/Code Enforcement Officer upon request. Failure to do so may result in a suspension or cancellation of selling privileges.

4. VENDOR I.D.'S RESTRICTIONS

The maximum number of I.D.'s (owner or alternative) any person may have is one. A person cannot be an "owner" and also an "alternative" for someone else, nor can someone be an alternative for two different owners. Once a person is issued an I.D. as an owner or an alternative, they may only operate on spaces that are reserved under their I.D. Owners or alternates found operating on spaces that are not reserved to them, may face cancellation of all selling privileges.

5. AUTHORIZED USERS

Either the owner or the alternative should be present on the space at all times throughout the day. In the event that either the owner or the alternative needs to leave the premises, we ask that they notify the office. Vendors who have minors with them when they sell must ensure that the minors stay within the confines of the space and are not left unattended to roam about the swap meet.

6. BUSINESS PRACTICE

All vendors are expected to engage in customary business practices in the sale of all merchandise, including but not limited to, exchanging items or providing refunds in the event of the sale of goods which are defective or damaged. Each vendor should clearly post a sign outlining their own refund and exchange policy. Upon request, all vendors are required to issue a receipt for items sold.

7. OPERATING HOURS

All vendors are to be set up and open for business throughout the day. All reserve vendors must enter between the hours of 4:30am and 7:00am. Reserved vendors who do not enter by 6:30am, will forfeit their space for the day with no refund. Vendors may not leave the premises with their vehicle until such time as management deems it safe to drive through the swap meet.

8. VEHICLES

Only one vehicle for each space issued may enter the swap meet, and all merchandise must be inside the vehicle being driven. The driver of the vehicle must possess a valid driver's license. The maximum speed limit inside the swap meet is 5 mph and pedestrians will always have the right of way. Vendors must exercise extreme caution when driving inside the swap meet as there may be many pedestrians present. Absolutely no vehicle will be allowed on the grass area, no exceptions.

9. AUTOMOBILE INSURANCE

All vendors are required to carry automobile insurance for each and every vehicle being driven on swap meet property. Vendors found operating on swap meet property without the required insurance coverage, will be subject to suspension and/or expulsion from the swap meet.

10. STAND SET UP

All tarps, displays, merchandise, containers, packaging, and sales must stay within the painted boundary lines of the space. All tarps and displays must be secured to prevent

lifting during high winds. All canopy poles or tables legs coming into contact with the ground must have protective caps of at least 2 inches in diameter to prevent the post from damaging the asphalt.

11. SPACE CLEANLINESS

All vendors are required to keep their selling area clean and free of debris at all times. At the end of each day the space must be left clean by the vendor and all trash and debris is to be taken with them. Vendors who leave their space dirty will be assessed a \$30.00 clean up charge for the first violation. Subsequent violations may result in the revocation of all selling privileges.

12. ELECTRICITY

The swap meet is not responsible for electricity to any space. Vendors using electricity are prohibited from running an electrical extension cord across any aisle or walkway. The use of any type of "alternative" power must be pre-approved by management.

13. REFUNDS

Reimbursements for reserved spaces will be credited only if it rains more than once a month.

14. RESERVATION PAYMENTS

Monthly reservation payments may be made only at City Hall 5220 Santa Ana St.

15. RESTRICTED ITEMS

The following items are prohibited from being sold by or in the possession of vendors:

- a) *Any and all medicinal type items such as vitamins and herbs etc.*
- b) *Edible items other than those who possesses proper permits through the health department and the City of Cudahy.*
- c) *Alcoholic beverages.*
- d) *Motorized vehicles, motorcycles, mopeds, scooters offered for sale.*
- e) *Aerosol paints.*
- f) *Counterfeit items such as DVD's, CD's, purses, clothing, etc.*
- g) *Items which constitute patent, trademark, or copyright infringement.*
- h) *Weapons, firearms, ammunition, flammable items.*
- i) *Drug paraphernalia or items displaying or advertising drugs.*
- j) *Pornography or items depicting full or partial nudity.*
- k) *Items that promote or display vulgar language.*
- l) *Fireworks or explosives*
- m) *Any type of food samples.*
- n) *Grab bags, games of chance, fortune telling, handwriting analysis, lotteries, raffles, or drawings.*
- o) *Live animals or pets.*
- p) *Cigarettes, cigars, or tobacco products.*
- q) *Used automobile tires.*
- r) *Pre-recorded media (CD's Videos, DVD's, etc)*

16. SPACE LIMITS

Each vendor is allowed a maximum of two (2) spaces.

17. MUSIC/ NOISE

All music and noise generating from a space must be kept at a low enough volume so as not to disturb the neighboring vendors. The use of yelling, screaming, bullhorns, or P.A. systems to attract customers is prohibited.

18. FLYERS/HANDBILLS

Distribution of these items is prohibited throughout the City of Cudahy, unless the vendor possesses a flyer/handbill permit from the City of Cudahy.

19. INSPECTIONS

All items, vehicles, merchandise, and persons, are subject to search and inspection by Municipal/ Code Enforcement Officer for any type of illegal or unauthorized items. Vendors failing to adhere to an inspection request may face immediate eviction from the premises. NO REFUND.

20. RESERVATION FEES

All monthly reservation fees are due and payable by the first of each month. Reservations may only be renewed by persons with an "owner" I.D. badge. If the reservation has expired, the vendor will not be allowed to use the space until it is paid for. Reservations that have not been paid by the seventh of each month will be cancelled.

21. LIABILITY

Upon purchase of a space or reservation, the vendor assumes all liability resulting from any incident evolving from, or caused by them, their employees, their merchandise or displays, their vehicle, or any other item within their control or possession. The vendor further agrees that they must fully indemnify the City of Cudahy Swap Meet and the City of Cudahy from any claim resulting from any such incident. Therefore it is required that all vendors driving onto the swap meet property must have a valid automobile insurance as required by law and we recommend that each vendor obtain a general liability insurance policy for protection against such claims.

22. CITATIONS

Municipal/ Code Enforcement Officer may issue a swap meet citation to any vendor in violation of any of the swap meet rules and regulations. Depending upon the severity or the frequency of the violation, the vendor may be assessed a monetary fine (\$50.00) or a suspension or both. In severe cases a vendor may face permanent expulsion.

23. SELLING PRIVILEGES

The City of Cudahy Swap Meet reserves the right to refuse service to anyone. Vendors may face space and reservation cancellation, a monetary fine, suspension, or permanent expulsion from the swap meet for one or more of the following reasons:

- a) *Violation of the operating rules and regulations.*

- b) Revocation or cancellation of State Board of Equalization Sellers Permit and City of Cudahy Business License.*
- c) Nonpayment of reservation fees.*
- d) Violation of any local, state, federal law.*
- e) Failure to adhere to any lawful request made by Municipal/ Code Enforcement Officer.*

24. OUTSIDE FOODS

The City of Cudahy Swap Meet does not allow any food products to be brought in through the main entrances. Any food sold/prepared at the swap meet must have proper documentation through the Health Department and the City of Cudahy.

25. FOOD PREPARATION

The use of any type of cooking equipment (barbeques, stoves, hot plates, etc.) inside the vendor space is prohibited.

26. MONTHLY RESERVATIONS

A monthly reservation entitles the vendor to occupy a particular space for a one month period.

27. TERM OF RESERVATION

In no way does the vendor have any rights to the reservation space beyond the expiration dates indicated on the Reservation Renewal Receipt. All reservations are sold on a month to month basis and may be cancelled by either the vendor or the Swap Meet with or without notice.

The Rules and Regulations listed above are designed to provide a safe and fair operation for all involved. In addition to the Rules and Regulations there are many policies concerning space acquisition and operation. Vendors with questions on any item are encouraged to consult with management.

Operating rules, policies, procedures, and prices are subject to change with or without notice. It is the responsibility of the vendor to obtain a current copy of these rules and regulations.

IF YOU ARE SELLING STOLEN PROPERTY, COUNTERFEIT ITEMS, OR ITEMS THAT INFRINGE ON ANOTHERS COPYRIGHT, WE DO NOT WANT YOU HERE!
The City of Cudahy Swap Meet does not condone or allow the sale or possession of these items on our property. If Management, Municipal Enforcement Officer, or any other outside entity finds these items in your possession, you will be subject to arrest and permanent expulsion from the swap meet.