



# PUBLIC MARKET GENERAL TERMS & CONDITIONS

- 1) The permit/ticket must be posted prominently in seller's sales area for the field attendant to check.
- 2) All sellers pay per space. Anyone using a space that he/she did not pay for will be charged for that space, plus a \$25.00 penalty.
- 3) All tables, merchandise, awnings, tie downs, etc. must be within the painted lines which designate the limits of each selling space. No nails, stakes or any materials may be driven into the pavement. All tables, awnings and covers must be weighted or tied down.
- 4) NEITHER WEST WIND PUBLIC MARKETS NOR ITS AFFILIATES ARE RESPONSIBLE FOR DAMAGE OR INJURY RESULTING FROM SELLER'S MERCHANDISE OR AREA COVERINGS. IT IS THE RESPONSIBILITY OF SELLER TO SECURE PROPERTY, SUCH AS UMBRELLAS, TARPS, ETC., BROUGHT ONTO WEST WIND PUBLIC MARKETS GROUNDS AGAINST NATURAL OR MAN MADE HAZARDS.
- 5) ALL SPACES ARE RENTED "AS-IS."
- 6) No pets are permitted on the premises or in parked vehicles at any time. Exceptions will be made for service animals accompanying persons with disabilities.
- 7) Sellers must regulate music, radio, TV and other volume so as not to interfere with sellers in adjoining spaces.
- 8) Tattooing, ear piercing, body piercing, hair cutting and other body work are prohibited on the public market premises.
- 9) The following are prohibited from sale on the premises: pornographic materials, drug paraphernalia of any kind, firearms, explosive devices, pyrotechnics, cross-bows, blowguns, contact lenses, spray paint and other items deemed inappropriate or dangerous by management.
- 10) All food or drink products offered for sale must be approved in advance and in writing by management. Absolutely no food or drink may be sold for consumption on the public market premises.
- 11) Sellers offering produce or other food items must have valid licenses displayed in their vehicles at all times.
- 12) Soliciting signatures and distributing handbills must be done in an orderly manner and only on seller's space. The written consent of management is required to solicit signatures or distribute handbills in walkways or other areas of the public market.
- 13) Alcoholic beverages other than those sold by the public market are prohibited on the premises at all times.
- 14) Sellers are prohibited from sleeping or camping in their vehicles while on the public market premises. Overnight parking or camping is strictly prohibited.
- 15) All seller spaces and adjacent walkways must be kept broom clean at all times by sellers. No discarded merchandise, produce, cardboard, tires or debris of any kind may be left on the public market premises. Violators may be fined \$50.00 for the first violation, and may be permanently ejected from the public market premises for continued violations.
- 16) Sellers are responsible for obtaining all permits and licenses required by the state, county or local laws. Sellers must produce evidence of proper permits and licenses upon request of management.
- 17) Sellers are responsible for adhering to all sales tax requirements.
- 18) Sellers must abide by all State Board of Equalization laws regarding resale numbers. Resale numbers may be required for all sellers selling on a regular basis (more than two times in a 12 month period), or selling from a stock inventory. Sellers must present proof of resale number upon request of management.
- 19) Seller space(s) may not be assigned, sublet, sold or given to any other person at any time.
- 20) Sale of counterfeit or stolen merchandise is prohibited by law and absolutely prohibited on the public market premises.
- 21) If applicable, all "super" and "ultra" spaces require additional permits daily.
- 22) Management reserves the right to cancel monthly reserved space agreements at any time.
- 23) In and out privileges are granted only with management approval.
- 24) Rain checks will be given until the cutoff time decided by management. They will be issued only for spaces purchased on that day upon exiting the public market.
- 25) All sellers must be off the premises at the time announced by management.
- 26) SELLER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS WEST WIND PUBLIC MARKETS, ITS AFFILIATES AND AGENTS FROM ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION FOR INJURY, LOSS, OR DAMAGE ARISING ON OR AS A RESULT OF SELLER'S USE OF SPACE ON WEST WIND PUBLIC MARKET GROUNDS, OR FROM ANY VIOLATION OF THESE TERMS AND CONDITIONS.

## POLICY

Employees of West Wind Public Markets are prohibited from accepting gifts or gratuities of any kind from sellers at any time. The purpose of this policy is to discourage unethical behavior, and to provide sellers with an honest place to conduct business. In furtherance of this policy:

1. Sellers shall not, for any reason, offer or give any employee gifts, gratuities or trades.
2. If any employee makes a purchase from seller, sellers shall issue a receipt to that employee.
3. If any employee asks for a gift, gratuity or trade, seller shall deny the request and immediately report the employee to management.