

## **RULES AND REGULATIONS**

### **A. PAYMENT OF SPACE FEES & APPLICATION**

1. All monthly space fees must be paid no later than the Friday preceding the Saturday Joshua Tree Open Air Market event that a Merchant wishes to participate. Failure of Joshua Tree Open Air Market to receive payment prior to the day of the event will result in the denial of Merchant set-up.
2. Payment may be made by check, cash or credit card. All checks for payment must be made payable to the JT Sportsman's Club. If you wish to mail your payment, make the check payable to JT Sportsman's Club, and address the envelope to the Joshua Tree Sportsman's Club, 6225 Sunburst St., Joshua Tree, CA, 92252. Payment must be received in our office on or before the Thursday preceding the event/selling day at Joshua Tree Open Air Market.
3. A \$25.00 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.
4. All merchants must provide the Joshua Tree Open Air Market with a black and white copy of their Driver's License or DMV Identification Card. The Joshua Tree Open Air Market reserves the right, in its sole and absolute discretion, to release to Joshua Tree Open Air Market customers and/or other parties copies of any information and/or photographs submitted with the application package.

### **B. MERCHANDISE**

**MERCHANDISE DESCRIPTIONS.** On your application, you must specifically provide a detailed description of the items which you propose to sell at the Joshua Tree Open Air Market. Joshua Tree Open Air Market 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.

**CHANGES TO MERCHANDISE.** Monthly merchants cannot change product brands or style without Joshua Tree Open Air Market Management's advance written approval. 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, 2016

**EXCLUDED ITEMS.** Joshua Tree Open Air Market 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 is pornographic.
- Items that is illegal.
- Items that may be hazardous.

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.

### **C. SPACE ASSIGNMENTS**

1. Joshua Tree Open Air Market Management will try to place merchants, whenever possible, in a non-competitive location. However, due to so many similar products (clothing, jewelry, produce, etc.) this may not be possible. Joshua Tree Open Air Market Management will always try to place merchants in the best possible location for their products and for the good of the Joshua Tree Open Air Market.
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. Joshua Tree Open Air Market 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 Joshua Tree Open Air Market to an available smaller or larger space.
3. Selling spaces are marked by numbers 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 Joshua Tree Open Air Market is merely that of a seller of merchandise and/or services, and not as a tenant, licensee, or other form of permissive user.

7. Merchants are not guaranteed space in the location of their choice. The Joshua Tree Open Air Market Manager has the authority to assign and reassign spaces. Any merchant requesting reassignment of selling space must notify Joshua Tree Open Air Market Management in writing.
8. Joshua Tree Open Air Market Manager reserves the right to refuse assignment of space to any merchant or prospective merchant on the basis of lawful reason.
9. Joshua Tree Open Air Market reserves the right, within its sole and absolute discretion, to assign available selling space at no charge to certain nonprofit organizations involved in fundraising activities.
10. Joshua Tree Open Air Market 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 Joshua Tree Open Air Market at any time and for any reason, as set forth more fully below.
11. It is the merchant's responsibility to report to Joshua Tree Open Air Market 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 such time as the hazard can be remedied.

#### **D. SPACE SET-UP AND MAINTENANCE REQUIREMENTS**

1. Merchants must keep their spaces clean at all times. Merchants must take their trash with them when departing the Joshua Tree Open Air Market premises. Trash receptacles are for customers.
2. 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.
3. All canopies must be weighted down with twenty five pounds on each pole to prevent risk of property or personal damage due to wind.
4. In keeping with the overall ambience of the Joshua Tree Open Air Market, all merchants are required to present and maintain their booths and canopies in an attractive clean and untorn manner. 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.
5. Awnings must be three feet maximum from all sides in width and at least seven feet high to prevent customers from bumping their head.
6. 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 merchants 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 Joshua Tree Open Air Market and The Joshua Tree Sportsman's Club, 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.

7. Merchants who use cords to access electrical power at the Joshua Tree Open Air Market 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.

#### **E. ARRIVAL/DEPARTURE TIMES**

1. Merchants and their tent set-up workers must arrive for tent and booth set-up no earlier than 5:00 a.m. and must be in their selling space(s) on or before 8:00 a.m. If the merchant is not occupying its assigned space by 7:00 a.m., such space will be forfeited and may be reassigned to another merchant for use on that day.

2. Merchants must check in with Joshua Tree Open Air Market Management upon arriving.

3. No merchant may leave the Joshua Tree Open Air Market prior to the closing time without the advance consent of Joshua Tree Open Air Market Management. If an emergency situation arises which requires that a merchant leave early on a given day, such merchant must notify Joshua Tree Open Air Market Management and obtain Management's consent prior to departing for the day.

4. Merchants must drive cautiously through the aisles of the Joshua Tree Open Air Market 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 Joshua Tree Open Air Market grounds and/or in any of the surrounding parking lots.

#### **F. PARKING AND LOADING**

1. Merchants, their employees, associates, and independent contractors must park in the merchant designated parking lots

2. Merchants who have authorization to park their vehicle in their space must park parallel behind their booth or behind their tent and merchandise. Merchants who park their cars in their space must have them covered on all sides to improve the aesthetics of the Joshua Tree Open Air Market.

3. Merchants shall not park in the Joshua Tree Open Air Market at any time other than while loading or unloading items to an assigned space. When loading and unloading, merchants are responsible to keep at least one adjacent traffic lane open at all times.

4. Merchants must be ready to sell by 8:00 a.m. Merchants who may not park their vehicle(s) in their space must have their vehicle(s) out by 7:30 a.m.

## **G. WEATHER DAYS**

1. Joshua Tree Open Air Market Management will announce when the Joshua Tree Open Air Market 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 Joshua Tree Open Air Market 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 Joshua Tree Open Air Market will remain open until a weather day is called by Joshua Tree Open Air Market Management. Merchants will not be allowed to bring their vehicles into the Joshua Tree Open Air Market early or leave early due to weather conditions unless directed by Joshua Tree Open Air Market Management.
3. It is each merchant's responsibility to provide their own coverings to protect their merchandise and products against weather related conditions.

## **H. MISLEADING CONDUCT**

It is a violation of these Rules and Regulations to partake of any fraudulent or misleading conduct

## **I. MISCELLANEOUS**

1. These merchant Regulations, including the fee schedule and other terms and conditions, are subject to change by the Joshua Tree Open Air Market at any time and without advance notice.
2. Joshua Tree Open Air Market 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.
3. No alcoholic beverages are allowed at the Joshua Tree Open Air Market except by the authorized food vendors. Joshua Tree Open Air Market 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.
4. 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.
5. The use of power generators is not allowed without the prior approval of Joshua Tree Open Air Market Management.

6. Photographs, film, or video taken of any merchant, merchant's display, merchandise, or entertainers, may be utilized by Joshua Tree Open Air Market Management for promoting the Joshua Tree Open Air Market. By participating in the Joshua Tree Open Air Market, you consent to such use without any fee or charge.
7. All merchants are required to maintain on file in the Joshua Tree Open Air Market Management a current address and telephone number and an emergency number. It is merchant's responsibility to maintain current address information with Joshua Tree Open Air Market. Merchant addresses and telephone numbers are not considered confidential and may be released on demand.
8. Merchant agrees to pay reasonable attorney's fees and costs incurred to the Joshua Tree Open Air Market and Joshua Tree Sportsman's Club if legal action should be instituted by reason of merchant's failure, or alleged failure, to comply with any of these merchant Regulations.
9. 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.
10. 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 Joshua Tree Open Air Market.
11. No merchant may utilize the Joshua Tree Open Air Market logo in any advertisement, promotion, display, website, business card, or product. A violation of this rule shall subject such merchant to all sanctions and penalties available under these Rules and Regulations, as well as those provided for in state and/or federal law.
12. 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 Joshua Tree Open Air Market Management and staff. Merchants shall engage in prudent customer relations and customary business practices. Foul language will not be tolerated at the Joshua Tree Open Air Market at any time.
13. Information contained in the merchant Application is not treated as confidential or private and may be made available to the general public
14. A no smoking area has been designated around the Joshua Tree Open Air Market 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.
15. Merchant must post in clear view of the public merchant's return policy.

16. Joshua Tree Open Air Market Management reserves the right to approve or disapprove the design and content of all displayed banners or signs by Joshua Tree Open Air Market merchants. Signs may not dangle over the aisle and are to be a maximum of 15 feet in height.

17. Merchants wanting to change or add products to his/her current list must submit these changes in writing for approval by the Joshua Tree Open Air Market Manager prior to putting new items on display.

18. 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.

19. The Joshua Tree Open Air Market 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.