

San Joaquin Delta College Associated Student Body Government Market Unabridged Rules and Regulations

The ASBG allows, as a courtesy to Market vendors having valid occupancy of a space(s), the prepayment of monthly fees on the first, second or third Saturday or Sunday, monthly for reserved vendors, for all Market days in the following month in return for consistent space placement. The ASBG or its designee does not extend tenancy right to vendors beyond 30 day prepayment period. This process in no way conveys any tenancy rights and is not mandatory. Vendors who do not prepay the monthly fees will become subject to daily rental procedures. The ASBG reserves the right to refuse to rent spaces as its sole discretion or terminate rental privileges at any time subject to a prorated refund of rental fees, but shall in no way unlawfully discriminate in the rental of, refusal to rent, or terminate of rental spaces. These rules and regulations do not apply to emergency personnel during the course of performing their duty.

I. ASBG Obligations

A. ENFORCE RULES AND REGULATIONS

The San Joaquin Delta College (SJDC) ASBG shall enforce the Rules and Regulations uniformly, consistently, fairly and without bias or favor. The Flea Market Coordinator or designee shall have the authority to interpret the Rules and Regulations and to apply them in an equitable manner in order to obtain generally acceptable conduct and business practices that are in keeping with the applicable State and local laws and SJDC ASBG's regulations.

B. ISSUE ADMINISTRATIVE DIRECTIVES TO CLARIFY AND IMPLEMENT THE RULES AND REGULATIONS

The Flea Market Coordinator or designee shall have the authority to issue serially numbered and dated directives that may be needed to clarify these Rules and Regulations to assure their fair and equal application and to resolve any special situations or issues that may arise.

C. PROVIDE COURTEOUS AND HELPFUL STAFF ASSISTANCE

Market personnel shall provide all reasonable assistance to the Market's merchants and customers. Reasonable carry-in and out services shall be provided to the parking areas that are immediately adjacent to the Market or to a designated loading zone for FREE.

D. PROVIDE AN ATTRACTIVE AND PLEASANT BUSINESS CLIMATE

The Market shall be maintained in a clean and orderly manner so that honest and ethical business persons will be attractive to the Market to offer quality goods and services at fair and reasonable prices. The SJDC ASBG however, assumes no responsibility for the actions or performances of merchants, nor for the quality or operation of goods purchased.

E. MAINTAIN ACCURATE MERCHANT LIST

The Market shall maintain a current list of merchants having paid rent for the current and/or future rental periods. The list shall include name, address, phone number, primary goods offered, spaces rented, the period for which rents are paid and applicable licenses. A waiting list of merchants who desire to rent spaces will be kept in order of enrollment. The waiting list shall be available for inspection by the public at reasonable times during regular business hours at the Student Activities Office. The Flea Market Coordinator shall make reasonable attempts to contact and accommodate vendors interested to fill vacant spaces. Merchants who wish to engage in business in the Market shall be listed and moved into available spaces in the order in which they appear on the list. Should a vendor decline to use space available, said vendor shall be removed from the list. Vendors may not change places on the list with other vendors.

F. PROVIDE A PROMOTIONAL EFFORT

Efforts shall be made to find media outlets to carry promotional efforts that in ASBG's judgment attract merchants and customers to the Market. Attempts will be made to utilize promotional resources to promote the Market's opportunities, which in the judgment of the ASBG, are economically productive in the Market development.

G. ATTEMPT TO RESOLVE BUSINESS CONFLICTS

Market staff shall attempt to resolve conflicts and disputes between merchants, between customers and between merchants and customers by means of reconciliation, mediation and compromise. The ASBG, however, shall not be responsible for resolving complaints to the quality or value of any goods offered for sale or purchased at the Market.

H. PROVIDE PREPARED FOOD VENDORS WITH A VARIED MENU

The Flea Market shall attempt to provide food vendors that offer a variety of menus that will satisfy as many customers as possible. This may be accomplished by attrition or refusal to rent space to vendors who do not promote a varied menu. The Student Activities Office will maintain a list of food vendors for the purpose of providing and maintaining varied menus and may select from such list in any order to accomplish this goal.

I. LAW ENFORCEMENT

In addition to some actions being a violation of the Market Rules and Regulations, the Flea Market Coordinator, Student Manager or other Market employee can and will contact the Police Department or other appropriate authority for criminal activities.

II. GENERAL PROVISIONS

A. "MERCHANT" AND "VENDOR" SHALL MEAN IN THESE RULES AND REGULATIONS THE PERSON IN WHOSE NAME THE MARKET SPACES ARE RENTED

The "Merchant" or "Vendor" is the person whose full name is entered in the Market's records as the tenant of the space rented. All required licenses and permits must be provided at time of registration and must be in the vendor's name. For record keeping purposes only, at the time of registration the merchant/vendor shall also give the name of any entity he or she intends to use while doing business at the Market and may give the name of one employee who may conduct business in the place of vendor at the Market. Any vendor who selects to name an employee must comply with requirements of employment laws of the State of California. Any changes in any information provided at the time of registration shall be immediately reported to the Market Student Manager. Vendors or the employee on record must be on the grounds of the ASBG Flea Market on all days and times that the designated space(s) are occupied and no other person or entity may occupy the designated space(s) and/or assume the vendor's responsibility to be present on the Market grounds.

B. SHARE OR TRANSFER OF SPACES IS PROHIBITED

Spaces are granted to vendors for their sole, exclusive and personal use. Vendors may not assign or transfer spaces or any part or portion thereof. The creation of a partnership, co-partnership, or any similar entity or transfer of any portion of a vendor's business after acquisition of a space is a prohibited assignment or transfer. Violation of this rule could result in a Violation of the First Degree see Section III.

C. VENDOR SICK LEAVE POLICY

Vendors of record who become ill or who must provide care to a family member on an emergency basis or who must attend services upon the death of a spouse, parent, child, sibling, or grandparent, may have the employee of record operate their space, provided the vendors of record has previously registered the name of the employee at the Student Activities Office. Vendor of record must contact the office of Student Activities each weekend prior to utilization of sick leave privileges.

Only one employee of record, who has been identified, may conduct business on behalf of the vendor. Should a vendor have more than one space that is not contiguous, then the employee may conduct business from one space, but all other noncontiguous spaces may not be utilized for business purposes unless authorized by the Student Market Manager.

D. VENDOR VACATION POLICY

Vendors of record may have the employee of record operate their space for the purpose of a vendor vacation provided the vendor of record has previously registered the name of the employee at the Student Activities Office. Vendor of record must contact the office of Student Activities each weekend prior to utilization of vacation leave privileges. Vacation Policy can be utilized only twice in a given calendar year.

Only one employee of record, who has been identified, may conduct business on behalf of the vendor. Should a vendor have more than one space that is not contiguous, then the employee may conduct business from one space, but all other noncontiguous spaces may not be utilized for business purposes unless authorized by the Student Manager or Flea Market Coordinator.

Vendors must make all rental payments as provided in the Rules and Regulations.

E. ADULT ORIENTED BUSINESS

Merchandise of adult orientation may not be sold on ASBG Flea Market property.

F. THE MERCHANT IS FULLY RESPONSIBLE FOR THE ACTS AND CONDUCT OF ALL EMPLOYEES OR ASSOCIATES INVOLVED IN THE MERCHANT’S MARKET BUSINESS

Merchants are responsible for all acts and conduct of all employees and/or associates, whether paid or not, who are present in the Market including the parking areas. Any violations of law or these Rules and Regulations committed by such employee or associate shall be the responsibility of the merchant and any penalty assessed for such violation shall be against the merchant.

G. REINBURSEMENT FOR DAMAGES TO SAN JOAQUIN DELTA COLLEGE PROPERTY

Reimbursement for damages to SJDC ASBG property committed by merchant, merchant's employee(s) or associate(s) involved in the merchant's Flea Market business shall be the responsibility of the merchant.

H. BUSINESS HOURS

	<u>RESERVE VENDOR SET-UP</u>	<u>DAILY VENDOR SET UP</u>	<u>MARKET HOURS</u>	<u>OFFICE HOURS</u>
Monday -Friday				8:00 am - 5:00 pm
Saturday	4:00 am	6:00 am	6:00 am - 4:00 pm	
Sunday	4:00 am	6:00 am	6:00 am - 4.00 pm	

Merchant vehicles may not start packing to exit/enter the Market prior to 1:00 pm (Only in cases of emergency the market manager may allow an escort/or due to inclement weather. Either/or must be approved by Market manager.)

I. SPACES SHALL BE LEFT CLEAN – WASTE SHALL BE REMOVED FROM THE MARKET “PACK IT IN-PACK IT OUT”

Merchants shall be responsible for leaving the rented spaces clean and neat upon leaving at the end of the day. All waste/shall be removed from the Market grounds by those bringing such waste to the Market.

J. LOST OR STOLEN PROPERTY

Merchants and customers, not the ASBG, are responsible for the safe keeping of personal property and goods offered for sale. In the event of stolen or loss of property, the Police will be called for investigation, report and action as may be appropriate. Lost items will be stored at the orange Flea Market tent during market hours, upon closure of the market; all lost items will be taken to the Police Cottage for safe keeping and collection.

K. RESERVED SPACES SHALL BE OCCUPIED BY 6:00 am

All reserved vendors will be allowed access to their reserved spaces between 4:00 am – 6:00 am (You must occupy only the space/s reserved). Space/s shall be occupied by 6:00 am of the appropriate market day with all of the merchant’s goods; additional vehicles will not be allowed in past 6:00 am. Any such spaces not occupied by specified time will be available for re-rental to merchants waiting to rent spaces on a daily basis. In the event that a reserved vendor arrives at the Flea Market after 6:00 am, vendor must wait for an available space. If a

reserve vendor knows they will be late, they may call the Market Manager to hold their space/s provided it is **not more than twice per year**.

L. SPACE RENTALS

1. Rental rates are established by the ASBG. Rental payments are payable only at the Flea Market trailer located in the H1 parking lot.

2. **Reserved Rentals**

- a. Saturday Market - Monthly reserved spaces: Payments may be made after the 1st of the month, up until the 3rd Sunday for all market days in the following month, up until 10:00 am.
- b. Sunday Market - Monthly reserved spaces: Payments may be made after the 1st of the month, up until the 3rd Sunday for all market days in the following month, up until 10:00 am.
- c. Payments for monthly rents may be made with a business check, credit card or money order. (NO CASH)

3. **Daily Rentals**

- a. Between 5:00 am – 5:30 am, daily vendors may receive a lottery ticket to rent a space near the Flea Market trailer in the H1 parking lot. (Delta College Police Department will not allow vendors on campus prior to 5:00 am). Vendors must park in a parking space at this time.
- b. Proof of the name on the ticket will be verified by Flea Market staff.
- c. Market staff will call out ticket numbers in random fashion and choose a space for you.
- d. Only one ticket will be given out per vendor, vendors who receive multiple tickets will not be allowed to sell the following week and may lose vending privileges all together.
- e. Daily vendors who are called will be assigned a space and can then pay in CASH or by money order, credit card, or bank check the same day.
- f. After payment is made, vendors may line up to enter the market at 6:00 am, vendors must occupy their space immediately.

M. LATE PAYMENTS

If rent is received after the 3rd Saturday or Sunday, a penalty fee of \$50.00 shall be charged up to twice per year. Additionally, in the event rent for reserved spaces are not received by 10:00 am on the 4th weekend of the month preceding the rental period, the spaces shall be declared vacant and be available for reserved rent to another merchant. Upon receipt of late payment, the reserved space will be held for one month.

N. REINCHECKS

Reserve vendors are limited to one rein check per month subject to the Flea Market Coordinator's approval.

O. PORTABLE ELECTRICAL GENERATOR SOURCES

Electrical power needs shall be provided by the merchant. Generators shall be muffled so that there is no noise nuisance outside the merchant's sales area. All electrical wires and fixtures shall be appropriately grounded and protected from wear, scuffing and accidental contact.

P. FLEA MARKET CUSTOMER'S VEHICLES ARE NOT ALLOWED IN MARKET AREA

Customer vehicles on the Market grounds are prohibited. Battery operated vehicles operated by the handicapped are exempt from this provision.

Q. MERCHANT'S VEHICLES ON MARKET GROUNDS ARE LIMITED

One vehicle will be allowed to be parked to the rear of the space, parallel to the number, in such a manner as not to obstruct the view to neighboring spaces. Flea market personnel can require vendor to remove vehicle from market area if the vehicle is considered a safety hazard or is obstructing the view of neighboring spaces. Being over the line will result in a violation of the second degree. You may not block any vendor space while loading or unloading. (No compensation will be made for landscaped areas within your space).

R. APPEARANCE OF VENDOR PROPERTY

Vendors shall be responsible for maintaining their property including, but not limited to, vehicles, displays, equipment, and booths in a clean, neat and sanitary condition while on the SJDC campus.

S. PROPERTY DAMAGE

Vendors will receive a warning for hanging items on trees and/or disabling sprinklers.

III. VIOLATIONS AND PENALTIES

A. VIOLATIONS OF MARKET RULES AND REGULATIONS

Violations of laws or Rules and Regulations may be punishable by temporary to permanent suspension of rental Market spaces. Violations are of two categories: Violations of the First Degree and Violations of the Second Degree. Any violation of these Rules need be determined only by the preponderance of the evidence, and no criminal prosecution or conviction need occur, for those violations which are also crimes, in order for the Flea Market staff to invoke penalties.

1. VIOLATIONS OF THE FIRST DEGREE

- a) Sell, transfer, purchase or offer or accept anything of value for the transfer of spaces, whether in whole or in part; see Section II.B.
- b) Verbal abuse of any Market employee or agent of the ASBG.
- c) Incite to disorder or engage in any boisterous or violent conduct or create any nuisance.
- d) Failure to possess or display when requested any license or permit required by law or the Rules and Regulations including but not limited to business license, State Seller's permit, rental receipt, and California drivers license or identification card.
- e) Selling of food items not on the menu which vendor has been contracted to sell previously authorized in writing in the Student Activities Office.
- f) Violate any law or regulation that causes a threat to the rights, safety and health of others.
- g) Discharge grease, or liquid wastes into the storm or sanitary sewers or on market grounds.
- h) Use, possession or offer for sale on Market grounds alcoholic beverages.
- i) Damage to San Joaquin Delta College property caused by negligence, including but not limited to parking in tree wells, side walks, curbs and burms.
- j) Failure to reimburse San Joaquin Delta College for damages to San Joaquin Delta College property.
- k) Unauthorized use of space including the occupancy and/or use of space for which rents have not been paid to the cashiers or by said vendor at the Flea Market Managers discretion.
- l) Displaying and/or selling merchandise of an adult oriented business.
- m) Possession, use, or offer for sale on the Market grounds of any illegal weapons, firearms, ammunition and/or knives (flat wares are excluded from this).
- n) Possession, use, or offer for sale on the Market grounds any illegal goods such as stolen, counterfeit, mislabeled or otherwise-prohibited-goods-or produce.
- o) Possession, use, or offer for sale on the Market grounds any drug paraphernalia as defined in the California Penal Code.
- p) Violation of any law constituting an infraction, misdemeanor, or felony.
- q) Refusal to sign any citation issued by Market employee or agent of the Flea Market.

2. VIOLATIONS OF THE SECOND DEGREE

- a) Extension of any element of a vendor's business, including customer purchases, past the white lines of the designating vendor spaces.
- b) Displays or other items that may cause damage to pavement.
- c) Failure to remove garbage and/or refuse from rented space.
- d) Riding bicycles, skate boards, roller skates, and scooters on Market grounds.
- e) Create a visual, noise or other nuisances that annoy others.
- f) Vehicle not parked to rear of space in such a manner as to restrict the view of neighboring sales items.
- g) Live animals of any kind are prohibited except Service Animals (Policy 9850.B.2)
- h) Exit or enter the Market grounds prior to 1:00 pm without staff approval and escort, limited to twice/year.
- i) Failure to maintain vendor's property in a clean and neat condition while on Market grounds.

3. GENERAL RULES FOR VIOLATIONS

- a) Violations of the First Degree may be punishable by a written warning and/or fine, whether merchant or customer, and/or may be punishable as set forth in Section III.B. If violations are found to be unintentional or inadvertent, a lesser penalty such as a warning or temporary suspension of the daily rental privilege may be imposed. No refunds for prepaid rents will be made for any suspension or permanent removal.
- b) Violations of the Second Degree shall be punished by a warning, a fine and/or suspension of daily rental privilege, as set forth in Section III.B. For reserved vendors, any and all fines levied are due and payable no later than the due date for the rental of spaces for the subsequent month. For daily vendors, fines are due and payable at the time they are issued. No refunds for prepaid rents will be made for any suspension or permanent removal.
- c) Spaces vacated as a result of penalty involving suspension greater than four (4) weeks of rental privileges shall revert to the Flea Market for re-rental to the merchant next on the waiting list.

B. PENALTY ASSESSMENT FOR VIOLATIONS OF MARKET RULES & REGULATIONS

The following are penalties for violations that are classified as "Violations of the 1st & 2nd Degree".

1. PENALTIES FOR VIOLATION OF THE FIRST DEGREE:

Violations at this level are generally deliberate and/or repetitive and involve serious consequences in terms of a threat to health and safety to the public and/or the disciplined and orderly conduct of the Market business. Such violations are subject to the following penalties:

- a) A written warning and \$25 fine
- b) Immediate suspension of rental privileges for the remainder of the day & \$50 fine.
- c) Suspension of rental privileges for four (4) weeks.
- d) Suspension of monthly rental privileges for twelve (12) months. Vendors will not retain rental privileges for those spaces previously held. Vendors will be allowed to place their name on the waiting list after 12 months from the suspension date for future consideration pursuant to waiting list rules.
- e) Permanent termination of rental privileges.

2. PENALTIES FOR VIOLATION OF THE SECOND DEGREE:

Violations at this level are relatively minor in the potential adverse impact on the general health, safety and welfare. They are violations having less serious effect on the conduct of market business. All violations of this degree are subject to the following penalties and are cumulative:

- a) First violation: written warning, plus \$25 fine.
- b) Second violation: Written letter of dismissal from the Flea Market for two (2) weeks, plus \$50 fine.
- c) Third violation: Written letter of dismissal from the Flea Market for six months, plus \$100 fine.
- d) Fourth violation: Written letter of dismissal from the Flea Market for one (1) year, plus \$200 fine.

C. PENALIZED MERCHANT MAY APPEAL FOR ADMINISTRATIVE RELIEF

A penalized merchant may appeal the Flea Market Coordinator's action to the Flea Market Committee or to the representative or authority to which Market management responsibility has been assigned within ten (10) calendar days. The Flea Market Committee shall hear the appeal within thirty (30) calendar days after the merchant has filed a written request for appeal with the Market Manager. All information to be considered during the appeal process must be submitted with the request to the Flea Market Committee or designee will respond to said appeal within ten (10) days of the hearing date.

The decision of the Flea Market Committee or delegated authority may be appealed to the ASBG within ten (10) calendar days by filing an appeal in writing setting forth the circumstances and the specific grounds for appeal. If the ASBG finds the action and/or penalty inappropriate or the alleged violation to be unfounded, it, by motion, shall uphold, modify and uphold or set aside the previous administrative action. The ASBG's decision shall be final and binding.

The penalized merchant who has filed a timely appeal and has otherwise complied with these rules retains rental privileges during the pendency of the appeal for 2nd degree violations only. Violations of the 1st degree shall be cause for rental privileges to be suspended during the appeal process. Losses or damages, if any, to vendors will not be the responsibility of the ASBG. Rental privileges shall immediately terminate upon conclusion of the appeal with a decision upholding an order of suspension and/or termination of such privileges.

IV. DAILY VENDOR PROVISIONS

Daily vendors selling at Saturday and/or Sunday Markets are not required to provide a valid State Seller's permit or a City of Stockton Business License if seller only sells products fewer than two times per year. Daily vendors, selling items more than two times per year at the Flea Market, are required to obtain a State Seller's Permit or City of Stockton Business License.

V. PRODUCE PROVISIONS (UNPREPARED FOODS)

A. PRODUCE MERCHANTS SHALL POSSESS AND DISPLAY ALL LICENSES AND PERMITS REQUIRED BY LAW

Merchants shall possess the State Market Enforcement License issued by the State Department of Food and Agriculture, a Stockton County Environmental Health Permit, and all other permits or licenses required by the State and/or County. All produce merchants must obtain a City of Stockton Business License. Such permits shall be displayed upon request. Space rentals shall not be made to produce merchants who do not possess these permits.

B. THE MARKET RESERVES THE RIGHT TO LIMIT RENTALS OF PRODUCE SPACES

The Flea Market reserves the right to limit the number of produce vendors and to limit the number of produce units owned or operated by any one merchant/owner.

C. MERCHANTS SHALL COMPLY WITH LOCAL HEALTH LAWS

Local health laws are enforced by the San Joaquin County Health Department on behalf of the City of Stockton.

D. UNLAWFUL FOODS OFFERED FOR SALE ARE SUBJECT TO DESTRUCTION

In accordance with laws and regulations, State inspectors may inspect all unprepared foods offered for sale and destroy that which fails to meet state standards and regulations.

VI. FOOD MERCHANT PROVISIONS (TRAILERS)

A. FOOD MERCHANTS SHALL POSSESS AND DISPLAY ALL LICENSES AND PERMITS REQUIRED BY LAW

Food merchants shall possess the State of California Housing and Community Development permit and the San Joaquin County Health Department permit. The local and State restaurant codes shall apply to all food-selling units. All food merchants shall obtain a City of Stockton Business License. Merchants that sell carbonated drinks and/or hot prepared foods must also obtain a State of California Seller's Permit with 5151 Pacific Avenue, Stockton, CA 95207, as the place of business.

B. PROPOSED MENUS AND MENU CHANGES ARE SUBJECT TO APPROVAL

Food merchants shall submit their proposed menus in writing for approval of the Market Staff, once approved, the menu shall not be changed until a proposed menu change is approved by the Market Coordinator. Violation of this section will be classified as a Violation of First Degree.

C. THE FLEA MARKET RESERVES THE RIGHT TO LIMIT RENTALS OF FOOD SPACES

The Flea Market reserves the right to limit the number of food vendors and to limit the number of food trailers owned or operated by any one merchant/owner.

VII. FRESH FLOWER AND PLANT MERCHANT PROVISIONS

All Merchants shall possess a Market Enforcement license and a Nursery Stock license, both from Department of Food and Agriculture of the State of California, in addition to a City of Stockton Business License. Fresh flower Merchants shall also possess a current State of California Sellers Permit with 5151 Pacific Avenue, Stockton, CA 95207, as the place of business.

VIII. FURNITURE MERCHANT PROVISIONS

All merchants selling new furniture and/or mattress shall possess a Home Furnishing License issued by the Bureau of Home Furnishings of the State of California, a City of Stockton Business License and a State of California Seller's Permit with 5151 Pacific Avenue, Stockton, CA 95207, as the place of business.

IX. SELLING AND BUYING GOLD

All merchants selling and/or buying gold shall possess the required license and permits to do so, in addition to a City of Stockton Business License. Merchants shall also possess a current State of California Sellers Permit with 5151 Pacific Avenue, Stockton, CA 95207, as the place of business as well as their whole name. Merchants selling used gold shall possess a clearance from the Stockton Police Department, a clearance from the Department of Justice and a second hand business license. Merchants selling new gold shall possess a clearance from the Stockton Police Department and a Peddlers license.

X. ALL LICENSES, PERMITS AND SPACE RENTAL RECEIPTS READILY AVAILABLE

All vendors must have readily available upon entry into Market where applicable: Current California Seller's Permit, Business License, current receipt and any other permits required by law or the Market. Such items shall also be displayed within the space in a conspicuous place.

Revised 6-13-08; *Approved: 6-1-09 (G.Foppiano-Advisor, A.Orona-VP ASBG, R.Chavez-FM Student Manager)

*These Rules and Regulations upon being approved and adopted by the SJDC ASBG shall have all the force and effect of law. Copies of the complete Rules and Regulations are available in the Student Activities Office and at the Market.