



The Market at Delta College

VENDOR ACKNOWLEDGMENT OF RECEIPT OF DELTA COLLEGE MARKET RULES AND REGULATIONS

I have received a copy of the San Joaquin Delta College Market ("The Market at Delta College") Rules and Regulations, amended and approved 1 Oct 2015 effective 1 Nov 2015 which outlines my privileges and obligation as a Market Vendor. I understand that I am responsible for familiarizing myself with an abiding by these Rules and Regulations and all laws that govern the business I am engaged in on Market premises. The above mentioned Rules and Regulations can also be found on the Delta Market web site at the following link:

www.deltacollege.edu/stuserv/themarket/sales.html

Vendor shall release, discharge, defend, indemnify and hold harmless San Joaquin Delta College and its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, including attorney fees, in law or equity, to property or persons, including wrongful death, arising out of or in any way related to Vendor's operations at the San Joaquin Delta College Market. Vendor agrees that anything that happens in its vendors space and/or in the course of as a result of display, offer and/or sale of Vendor's merchandise, or any claims for injury or damages made by anyone for any incident, which involves Vendor, its employees or representative and/or Vendor's merchandise and/or property will be Vendor's sole responsibility. For this reason, all Vendors are advised to obtain insurance coverage that protects them against any types of losses or liabilities. However, keep in mind that this agreement to defend, indemnify and hold harmless San Joaquin Delta College and The Market will not be limited to the amount of insurance coverage held and will also hold true in the absence of liability insurance.

Notification of Taxability of possessory interest:

- (a) The State or any local public entity of government, when entering into a written contract with a private party whereby a possessory interest subject to property taxation may be created, shall include, or cause to be included, in that contract, a statement that the property interest may be subject to property taxation if created, and that the party in whom the possessory interest is vested may be subject to payment of property taxes levied on interest.**

I, the undersigned, hereby certify that I the Vendor understand and am fully aware of the legal consequences of this agreement, and agree to its terms and understand I am waiving certain rights and assuming the risk form my participation in being a Vendor. I further certify that I will abide by the rules and regulations of San Joaquin Delta College and The Market, and by the laws of the State of California.

Signature: _____

Printed Name: _____

Vendor ID# _____ **Date:** _____

The Market At San Joaquin Delta College

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

The vendors hereby certify that they understand and are fully aware of the legal consequences of the agreement signed and the Market Rules and Regulations, and agree to its terms. They also understand that they hold waive certain rights and assume certain risks from their participation in being a Vendor. They further certify that they will abide by the rules and regulations of San Joaquin Delta College and the Market, and by the laws of the State of California.

I. Obligations

A. Enforcement of Rules and Regulations

1. The Market shall enforce the Rules and Regulations uniformly, consistently, fairly and without bias or favor. The Director of Auxiliary Services or designee (Market Assistants) 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 the Market’s regulations.
2. **Director of Auxiliary Services-** Develops, plans, organizes, directs and provides leadership for The Market at Delta, the Bookstore and Food Service operations of San Joaquin Delta College.
3. **Market Assistant-** Oversee and provide on-site leadership and direction to student/short term staff and vendors on Market operation days. Interpret and enforce Market rules and regulations; ensure on-site vendor compliance with local and state licensing and permitting requirements.

B. Administrative Directives

The Director of Auxiliary Services 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. Administrative directives shall be maintained in an appropriate file for the use of Market personnel and shall be publicly promulgated, if applicable, to the Market's merchants and/or customers. New directives shall recommence numerically at the beginning of every year with the year and number 1. (e.g.: 2013-01)

C. Staff Assistance

Market personnel shall provide all reasonable assistance to the Market's merchants and customer. Reasonable carry-in and carry-out services shall be provided at no charge to the parking areas that are immediately adjacent to the Market, or to a designated loading zone.

D. Business Climate

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

E. Merchant List

The Market shall maintain a current list of merchants having paid rent for that current and/or future rental periods. The list shall include name, address, phone number, primary goods offered, space rented, the period for which rents are paid and applicable licenses.

F. Promotional Effort

Efforts shall be made to find media outlets to carry promotional efforts that, in the Market'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 market, are economically productive in the Market development.

G. 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. Merchants are encouraged to display their return and

exchange policy prominently to avoid later conflicts or disagreements as to the quality or value of any goods offered for sale or purchased at the Market.

H. Food Vendors' Menus

The 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 Market 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. Additionally, the sale of individual or single serve bottled/canned drinks (i.e. individual drinks in ice chest) for onsite consumption in the Market is limited to Food Vendors only as part of their menu. The Director of Auxiliary Services may allow certain groups or clubs to sell individual drinks for limited time for the purpose of fund raising.

I. Law Enforcement

In addition to some actions being a violation of the Market Rules and Regulations, the Market will contact the Delta College Police Department (209-954-5000) or other appropriate authority for investigation of criminal activities.

II. General Provision

A. Terms "Merchant" or "Vendor" Defined

The "Merchant" or "Vendor" is the person whose 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 employees ("Employee of Record") who may conduct business in the place of vendor at the Market in the event of any absence of the vendor. Any vendor who selects to name an employee must comply with requirements of the City of Stockton (business licensing), and 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 Assistants. Vendors or the employee on record must be on the grounds of the Market on all days and times that designated spaces(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. Transfer of Spaces

Spaces are granted to vendors for their sole, exclusive and personal use. Vendors may not resale, assign or transfer spaces or any part or portion thereof. The creation of a partnership, co-partnership, or any similar entity of transfer of any portion of a vendor's business after acquisition of a space is a prohibited assignment or transfer or sale.

C. Merchant Responsibility

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.

D. Reimbursement For Damages

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

E. Business Hours

The Market is open every weekend, rain, or shine, every Saturday and Sunday other than Easter Sunday, Christmas and New Year’s Day when such day falls on a weekend.

Vendor Set-Up	Market Hours	Vendor Pack-Up
5:00am – 9:30am	6:00am – 3:00pm	1:00pm – 5:00pm

Rental Office Hours	Cashiers Office Hours
5:00am – 10am Last Sunday of the month open until 12:00pm	5:00am – 10am Last Sunday of the month open until 12:00pm

Customer access to the market area shall begin at 6:00am. All vehicles not within rented spaces must be removed from the grounds of the Market prior to 9:30am for reserved vendors and no later than Thirty minutes (30) after entry for daily vendors. The vendors shall vacate the grounds by the end of business hours to permit grounds cleaning according to the established schedule. Merchant vehicles may not exit/enter the Market prior to 1:00pm unless authorized by Market staff. In an emergency, a vendor may leave at any time provided she/he is escorted out of the Market by a staff member. The Director of Auxiliary Services or Market Assistants may change the release time due to inclement weather or exigent circumstances.

F. Space Condition

Merchants shall be responsible for leaving the rented spaces clean and neat upon leaving at the end of the day. Those bringing or generating such wastes shall remove all of it from the Market grounds. Use of Market trashcans to dispose of vendor waste or unsold merchandise is a violation.

G. Lost or Stolen Property; Disposition of Found Property

Merchants and customers are responsible for the safe keeping of personal property and goods offered for sale. In the event of stolen or loss of property, Campus Police will be called for investigation, report and action as may be appropriate. Found property will

be retained at the Market office until 10am, at which time it will be turned over to the San Joaquin Delta College Police Department. You may contact Campus Police at 209-954-5000.

H. Reserved Spaces Occupancy

Reserved spaces shall be occupied by 6 am or checked in for late arrival of the appropriate market day. Reserve Vendors may call the Market Office at 209-954-5560 before 6am to check in for late arrival. Reserve Vendors shall not occupy any spaces not reserved. Any spaces not occupied or checked-in by 6 am will be available for re-rental to merchants waiting to rent spaces on a daily basis. Reserve vendors not checked in by 6 am will have to go to the Rental office and request a spot. **No refunds will be made for unused reserved spaces.**

I. Space Rentals

1. Rental payments are payable only at the Market Cashiers Office. Rental rates are established by the Market.
2. Monthly reserve vendors' payment is due no later 2pm on the Last Sunday of the month for all Market days in the following month.
3. Daily rentals are made on the day of the rental receipt. Daily rental procedure:
 - a. Between 4:30 am and 10am vendor is to report to the Rental office with a valid picture identification card. Vendor will be requested to provide an address and phone number.
4. All rentals are payable by cash, money order or credit cards only.

J. Late or Non-Payments of Rental Fees

In the event rent is received after the final Sunday of the month a late penalty fee of \$25 shall be charged. Additionally, in the event rents for reserved spaces are not received by 10:00am of the fourth Sunday of the month preceding the rental period, the spaces shall be declared vacant and be available for reserved rent to another merchant.

K. Rentals of Spaces Are Final

Rental charges are made for each space rented each Market day in the month. There are no discounts or refunds, except that if due to the Market actions a space (or spaces) is (are) not available for use, a credit may be awarded as authorized by the Director of Auxiliary Services or the Market Assistants.

L. Change of Space(s)

Vendors can request to changes spaces by requesting it through the Rental office. Vendors are not to occupy any other spaces until they have cleared it with the Rental office first.

M. Electrical Generators

Merchants may provide electrical generators to supply power needs, if desired. Generators shall be muffled and vented so that there is minimal noise nuisance or concentration of fumes outside the merchant's sales area. All electrical wires and fixtures shall be appropriately grounded and protected from wear, scuffing and accidental contact. The power systems shall comply with any applicable government codes.

N. Customers Vehicles

Customer vehicles on the Market grounds are prohibited. Battery operated vehicles operated by the handicapped are exempt from this provision. Free carryout assistance will be provided as practical.

O. Merchant Vehicles

One vehicle may be parked to the rear of and perpendicular to the Vendor's spaces in such a manner as not to obstruct the view of neighboring spaces. Vehicles may be removed from the Market if they are determined to be a safety hazard or inordinately obstructing Market operations. Vendors renting a single space may not park in the Market after unloading. Vendors Vehicles not parked within rented spaces shall be parked in the adjunct parking lots.

P. 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. No items may be hung form landscaping, borders, trees or other Market property. Vendors will not disable or tamper with landscaping or Market equipment.

Q. Vacation Days

The Market at Delta College does not honor any vacation days. If a vendor cannot make it for any reason, the vendor may have an employee of record sale on their behalf. This employee must be on file with the Market office.

R. Rain Checks

The Market at Delta College does not provide rain day credits or rain-checks.

III. Violations and Penalties

A. Violations

Violations of laws and/or Rules and Regulations may be punishable by removal from the rental of Market spaces. Any violation of these Rules need be determined only by the preponderance of evidence, and no criminal prosecution or conviction need occur, for those violations that are also crimes, in order for the Delta College Market to invoke penalties.

1. Violation—To do, or attempt to do, the following:

- a. Sell, transfer, purchase or trades for transfer of spaces, whether in whole or in part; see Section II B.
- b. Incite to disorder or engage in any boisterous or violent conduct or create any nuisance.
- c. 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 valid drivers' license or identification card.
- d. Violate any law or regulation that causes a threat to the rights, safety and health of others.
- e. Discharge grease, or any wastes into the storm or sanitary sewers or on Market grounds. Dumping or abandonment of trash, merchandise or other items is prohibited.
- f. Use, possession or offer for sale on Market grounds any alcoholic beverages. Sale or offer for sale of tobacco or tobacco products.
- g. Damage to Market property in any form.
- h. Failure to reimburse the Market for damages to Market property, whether or not said damage was accidental or intentional.
- i. Unauthorized use of space including the occupancy and /or use of space for which rents have not been paid to the Market.
- j. Displaying and /or selling merchandise of adult oriented business, pornography or pornographic materials.
- k. Possession, use, or offer for sale on the Market grounds of any illegal weapons, knives with a blade in excess of 2 ½ inches or fireworks, firearms and/or ammunition.
- l. Possession, use, or offer for sale on the Market grounds any illegal goods such as stolen, counterfeit, mislabeled or otherwise prohibited goods or produce.
- m. Possession, use, or offer for sale on the Market grounds any drug paraphernalia as defined in the California Penal Code. Director of Auxiliary Services has final determination.
- n. Sales of recording, records, tapes, DVD's or videos if pirated, illegally copied or counterfeit.
- o. Violation of any law constituting an infraction, misdemeanor, or felony.

- p. Sale of spray paint, glue, or other restricted items to minors.
- q. Refusal to sign any citation issued by an employee of the Market.
- r. Verbal abuse of any Market employee or agent.
- s. Extension of any element of a vendor's business, including customer purchases, past the white lines designating vendor spaces.
- t. Any poles, tables or other items that may cause damage to the pavement or ground.
- u. Failure to remove garbage and/or refuse from space or failure to maintain space in a clean and sanitary condition.
- v. Create any visual, audible or other nuisances that annoy others.
- w. Vehicles not parked to rear of space or in such a manner as to restrict the view of neighboring sales items.
- x. Food vendors selling items that are not on their approved menu. Failure to submit requests for menu or product changes to Director of Auxiliary Services for approval.
- y. Possession of live animals of any kind, whether or not being offered for sale.
- z. Vendors entering or exiting the Market grounds prior to 1:00pm without staff approval and escort.
- aa. Removal, damage to or driving through barricades, cone, bollard or lane delineator patterns or other signage or direction relating to traffic control.
- bb. Parking vehicle or unloading in the middle of driving lanes, denying passage to other vehicles.

2. Punishment

Violations may be punishable by immediate removal and permanent dispossession of the violator, whether merchant or customer, and/or may be punishable as set forth in Section III A. If violations are found to be unintentional or inadvertent, a lesser penalty such as a warning, fine or termination of the rental privilege may be imposed. No refunds for prepaid rents will be made for any removal.

B. Penalty Assessment

Violation: Written warning and any subsequent violation will be assessed \$25 fine. If violations continue the Market has the right to terminate your daily or monthly rentals.

C. Appeal Process

A penalized merchant may appeal the Market's action to the Director of Auxiliary Services. The appeal shall be heard within thirty (30) calendar days after the merchant has files a written request for appeal with the Market staff. All information to be considered during the appeal process must be submitted with the request. The Director of Auxiliary Services will respond to said appeal within ten (10) days of the hearing date.

IV. Wholesales Provisions

A. Wholesale Transactions Shall Be Permitted In The Market

State law provides that sellers in wholesale transactions require the proof of possession of a re-sale permit by the purchaser and that a record be made of the transaction, including the identity and address of the purchaser, the goods purchased, the amount of the sale and the re-sale permit number. The Market staff may conduct periodic inspections of vendor records to insure compliance with this regulation.

B. Wholesale Merchants' License

The City of Stockton licenses all business within the Market, Wholesale merchants included.

V. Retail Provisions

A. Retail Transactions

Sales tax is chargeable on all retail transactions. The State Franchise Tax Board is responsible for the enforcement of sales tax laws and regulations. The Market staff will enforce known violations of this rule, and will check resale numbers for validity and assignment.

B. Retail Merchants Licenses

City of Stockton licenses all businesses within the Market, Retail merchants included.

C. Retail Merchants' Sellers Permit

All retail merchants at the Market are required to have a Seller's Permit from the State Board of Equalization prior to obtaining a space at the Market. No space at the Market will be rented to a retail merchant without both a valid Stockton City Business License and a Seller's Permit.

VI. Daily Vendor Provisions

Daily vendors selling new items at the Market are required to provide a valid State Seller's permit and a Stockton City Business License. Daily vendors engaged in selling used items more than two times per year at the Market are required to obtain a State Seller's Permit and a Stockton City Business License.

VII. Produce Provisions (Unprepared Foods)

A. Produce Merchants Licenses and Permits

Merchants shall possess the State Market Enforcement License issued by the State Department of Food and Agriculture, a San Joaquin 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. Local Health Laws

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

C. Unlawful Foods

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.

D. Limitation of Produce Spaces

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

VIII. Food Merchant Provisions (Trailers 6 Spaces)

A. Food Merchants Licenses and Permits

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 Stockton City Business License. Merchants that sell carbonated drinks and/or hot prepared foods must also obtain a State of California Seller's Permit.

B. Menus

Food merchants shall submit their proposed menus in writing for approval of the Director of Auxiliary Services. Once approved, the menu shall not be changed until the Director of Auxiliary Services approves, in writing, any proposed menu change.

C. Rental Period

Rentals to food merchants/owners shall be by the month for the Saturday and Sunday Market. Daily rental of food spaces, including produce, is not available.

D. Limitation of Food Spaces

The 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.

IX. Food Merchant Provisions (Push Cart 4 Spaces)

A. Push Cart Merchants Licenses and Permits

Pushcart merchants shall possess 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 pushcart merchants shall obtain a Stockton City Business License and, if applicable, a California Seller's Permit.

B. Menu Changes

Pushcart merchants shall submit their proposed menus in writing for approval of Director of Auxiliary Services. Once approved, the menu shall not be changed until the Director of Auxiliary Services approves, in writing, any proposed menu change.

C. Push Carts Rental

Rentals to pushcart Merchants shall be by the month for Saturday and/or Sunday Market.

Daily rentals of pushcarts are not available.

D. Limitation of Push Cart Rental

The size, mobility level and number of pushcarts shall be subject to approval by the Market Supervisor. The Director of Auxiliary Services or designee shall approve pushcarts not requiring a space to conduct business on an individual basis. Pushcarts must maintain a distance of 100 feet away from all stationary food units and shall not be parked in any manner so as to restrict the flow of pedestrian or vehicular traffic

E. Bathroom Key

Prepared Food Vendors will be issued a key to a designated bathroom for the exclusive use of those vendors. The keys will be numbered and assigned by receipt. Any copying or other unauthorized use of the key will be considered a violation and may be subject to the Market punitive process.

X. Pre-Packaged and Processed Food Provision

All Merchants shall possess the San Joaquin County Environmental Health permit and Stockton City Business License. All prepackaged foods must have a label identifying ingredients, business name, address and telephone number. The business name must be displayed in space. Home prepared foods are prohibited. Out-of-date medicine and/or spoiled food may not be displayed or sold.

XI. Fresh Flower and Plant Merchant Provisions

All Merchants selling fresh flowers and/or plants 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 Stockton City Business License. Fresh flower Merchants shall also possess a current State of California Sellers Permit

XII. Furniture Merchant Provisions

All merchants selling new furniture and/or mattresses shall possess a Home Furnishing License issued by the Bureau of Home Furnishings of the State of California, a Stockton City Business License, and a State of California Seller's Permit.

XIII. Selling and Buying Gold

Buying and selling of Gold is prohibited on Market Grounds.

XIV. Display of Licenses, Permits and Receipts

Upon entry into the Market all vendors must have readily available (where applicable):

A 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 and provided when requested by Market Staff. The State of California requires all sellers who vend more than two (2) times annually to obtain a State of California Seller's Permit, per Section 6015 of the Revenue & Tax Code.



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I, the undersigned, hereby certify that I the Vendor understand and am fully aware of the legal consequences of this agreement, and agree to its terms and understand I am waiving certain rights and assuming the risk form my participation in being a Vendor. I further certify that I will abide by the rules and regulations of San Joaquin Delta College and The Market, and by the laws of the State of California.

Signature: _____

Printed Name: _____

Vendor ID# _____ **Date:** _____

Owned and operated by San Joaquin Delta College
Phone (209)954-5560 Fax (209)954-3767 Mailing address: 5151 Pacific Avenue, Stockton CA 95207