

Kobey's Swap Meet
Rules and Regulations

Purchase of a Seller's License (the "License") offered by Kobey's Swap Meet ("Kobey's") constitutes an agreement by the purchaser ("Seller") to comply with all of Kobey's Rules and Regulations (the "Rules") as defined below and as Kobey's may revise them from time to time. As used in these Rules: "the Premises" shall mean the entire parking lot at the San Diego Sports Arena; "the Swap Meet" shall mean the area inside the fence designated by Kobey's for the sale and/or exchange of merchandise; and "Seller's Employees" shall mean and include without limitation Seller's assistants and/or employees.

1. Seller's failure to comply with any of these Rules may result in termination of selling privileges. Kobey's waiver of any one breach of the Rules shall not be deemed a waiver of any other breach. Should a single Rule be held to be invalid or void, then that Rule shall be severable from the remainder of the Rules, and shall in no way affect the remainder of the Rules. If a single Rule is deemed invalid due to its scope or breadth, then that Rule shall be deemed valid to the extent permitted by law.
2. Seller acknowledges that as a condition of entering the Swap Meet, information regarding Seller's name, address, telephone number, Driver's License, State Board of Equalization Seller's Permit ("Seller's Permit") number, and City of San Diego Certificate of Payment of Business Tax Certificate ("San Diego BTC") will be considered public and available for dissemination at Kobey's sole discretion as allowed by Bus.Prof.Code §21663 and Rev.Tax.Code §6073.
3. Any assignment, transfer, or sale of a License by Seller shall be null and void. An assignment, transfer, or sale shall be deemed to include, without limitation: (i) Seller allowing a party other than Seller or Seller's Employees to conduct business using a License purchased by Seller; and/or (ii) Seller adding additional names or removing Seller's name from Seller's Permit.
4. Each Seller must have a valid Seller's License: (a) to enter the Swap Meet; and (b) displayed in plain sight for each space occupied. Seller's Employees must enter the Swap Meet with the Seller, possess an original and valid Seller's License, or enter through the Corner Gate only.
5. A License purchased in advance of the selling day ("Advance License") must be paid for in advance of the selling day either with cash or with Kobey's Credits ("Credits.") A License purchased on the selling day ("Unreserved License") must be paid for with cash; no Credits can be used.
6. Kobey's does not issue cash refunds, rain checks, or same day credits for any License purchased by Seller.
7. A License reserves the Space indicated on its face only until 7:00 a.m. Sellers may not drive their vehicles into or out of Kobey's Swap Meet while shoppers are present inside the swap meet; generally 7:00 a.m. to 3:30 p.m.

Kobey's Swap Meet
Rules and Regulations

1. If a Seller wishes to sell at Kobey's Swap Meet after 7:00 a.m., up until 8:00 a.m. or when Management deems appropriate, they may cart their merchandise inside the swap meet. Kobey's Equipment Rentals has limited carts available for this purpose. No vehicle may enter or leave the Swap Meet grounds after shoppers have been admitted into the grounds at 7:00 and shoppers have left the grounds no later than 3:30 p.m.
2. Seller's merchandise and vehicle shall be within the marked boundaries of the Space only and Seller may not extend any object past the "T" marks at the front of the Space. Seller may not sell merchandise, solicit business, or distribute flyers anywhere at the Swap Meet or on the Premises other than from within a Space. Prior approval of Kobey's is required to distribute flyers or written materials anywhere on the Premises including, but not limited to, rented parking lot areas, the Sports Arena steps, and/or Swap Meet entrances.
3. Seller will maintain the Space and remove all items including, but not limited to, merchandise and/or trash from the Space at the end of each selling day, or pay Kobey's for the removal of those items as described above.
4. All canopies erected in a space used by Seller must be properly constructed and anchored; specifically, each corner pole must have a cement block weight with a thumbscrew completely enabled. Kobey's may require Seller to use additional cement blocks on Seller's canopy, or require Seller to dismantle its canopy due to windy conditions; although it is not Kobey's responsibility to instruct Seller to dismantle its canopy. Seller will hold Kobey's harmless from and indemnify Kobey's against any Injury or liability resulting from Seller's use, construction, or removal of Seller's canopy at any time or for any reason including, but not limited to, windy conditions.
5. Seller may not extend an electrical cord to any space, other than those designated "Electrical", without prior approval from Kobey's. Kobey's is not liable for any damage or injury caused from electricity, electrical cords, or wiring.
6. Seller may not bring to, store on, or sell, trade, or transfer at, the Premises or the Swap Meet, any gasoline, petroleum, explosives, guns, ammunition, stun guns, cross-bows, mace, mace-like products, pepper spray, martial art weaponry, fireworks, drug paraphernalia or, pornographic or counterfeit merchandise, or other dangerous or obviously harmful items. Seller shall hold Kobey's harmless from any violation of the foregoing. No persons, except officers of the law, or licensed and on-duty security guards, may wear or possess firearms on the Premises.

Kobey's Swap Meet
Rules and Regulations

7. Seller may not sell food or drinks for consumption at the Swap Meet. Bulk or pre-packaged food items intended for consumption off the Premises (such as produce, breads, and nuts) may only be sold with prior, written approval of Kobey's. Seller is required to have a current San Diego County Health Permit for Kobey's Swap Meet before selling any food items. The County Health Department is located at: 1255 Imperial Ave., 3rd Fl., San Diego, CA 92102 (inside Trolley Towers); phone: 338-2379.
8. Any vehicles must be out of the Swap Meet walkways and aisles by 6:45 a.m. each selling day and may not enter or leave the Swap Meet prior to 3:30 p.m. or at such other time as Kobey's determines all Shoppers are no longer inside the Swap Meet. Seller and/or Seller's Employees may not park their vehicles in any of the parking spaces on the Premises. The speed limit inside the Swap Meet is 3 M.P.H. and pedestrians have the right of way. Seller must vacate the Premises each day at 4:30 p.m. or at such other time as determined by Kobey's.
9. Excessive noises (such as stereos, radios, televisions, generators, shouting, or amplified voices) will not be allowed if such noises disturb other sellers or shoppers.
10. Seller is advised that jumping and/or moving the Swap Meet fence is prohibited and anyone caught will be asked to leave the Premises. Seller or Seller's Employees' violation of this Rule may subject Seller to revocation of further selling privileges.
11. Bike riding, roller skating, or skateboarding is prohibited inside the Swap Meet.
12. Pets are allowed in the Swap Meet. Owner is responsible for animal. Pet must be leashed at all times and must be under the control of the owner at all times. Management reserves the right to prohibit certain animals that exhibit vicious/aggressive behavior. No dogs/cats may be offered for sale. All other animals offered for sale must receive prior approval from Kobey's. Seller must conform to all applicable County of San Diego Health regulations, and all other laws governing the sale of animals.
13. Seller must display at each Space a Seller's Permit issued by the State Board of Equalization exhibiting the Seller's name, with a selling location of: 3500 Sports Arena Blvd., San Diego, CA 92110, excepting only persons offering for sale used and personal items two times or less in a twelve month period. Seller is required to obtain and possess a San Diego BTC after selling merchandise more than six times in a 12 month period. Any exceptions to this Rule must be approved by the State Board of Equalization or the San Diego City Treasurer's Office, in writing, prior to the selling date.

Kobey's Swap Meet
Rules and Regulations

14. Seller shall comply with all applicable City, County, State, and Federal laws and shall hold Kobey's harmless against failure to do so. Seller should be aware of the following California and Federal Statutes: (a) Bus. Prof. §21661-21669.1 (regarding required vendor information, receipt policies); (b) Civ. Code §1723 (regarding refund policies); (c) Civ. Code §1750 (regarding misrepresentation and deceptive practices); (d) Civ. Code §1790-1795.7 (warranties); (e) Bus. Prof. Code §1900-19221 (Home Furnishing Act); (f) Bus. Prof. Code §300-336; (g) Penal Code §653(h), 537(e), 351(a); (h) Rev. Tax Code §6073, 6073.1 (requiring valid Seller's Permit); (i) Bus. Tax Code §21663 (reports of property offered or displayed; and (j) Federal Law: 15 U.S.C. 2301-2312. Seller acknowledges that this may not be an exhaustive listing of all applicable laws; it is the Seller's exclusive responsibility to remain informed of and comply with applicable statutes.

15. Kobey's reserves the right to reasonably: (a) refuse service and/or admission to anyone; (b) prohibit certain items from being exchanged, swapped or sold including, without limitation, printed materials, photographs, books, magazines, and audio and/or video tapes, in order to maintain a proper moral and wholesome environment in conjunction with Kobey's Swap Meet's family atmosphere; (c) inspect all items offered for sale and to determine whether such items can be displayed or offered for sale; (d) relocate Seller within the Swap Meet; (e) deny Seller further selling privileges if complaints from shoppers and/or other sellers are received regarding Seller and/or Seller's Employees, including without limitation, complaints regarding Seller's refund policy; (f) provide shoppers or governmental agencies with information regarding Seller; (g) deny any motor vehicle's entry into the Swap Meet whose driver does not possess a valid driver's license, proof of that motor vehicle's insurance and/or valid registration, or Kobey's deems the Seller is impaired by any legal and/or illegal substance; (h) require Seller to dismantle Seller's canopy; or (i) obtain from Seller information required of Kobey's by any governmental agency. Kobey's reservation of these rights is without any liability whatsoever to Seller or Seller's Employees.

16. Kobey's reserves the right to formulate additional rules and regulations, and each Seller shall abide by such additional rules and regulations.

The Kobey Corporation
Operators of Kobey's Swap Meet

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