



# ARIZONA MARKET PLACE

3351 S. Avenue 4E ♦ Yuma, AZ 85365 ♦ (928) 328-1088

## RULES AND REGULATIONS

1. **MARKET HOURS:** Unless otherwise notified by Management, the business hours of the Market each week shall be: Thursday, Friday, Saturday and Sunday from 9:00 a.m. to 4:00 p.m. Vendors may set up their booths beginning at 6:00 a.m., and are to operate their booths until 4:00 p.m. Vendors must vacate the Market by 7:00 p.m. All vendors are expected to occupy their booth(s) on all four Market days, Thursday, Friday, Saturday and Sunday and on other days (except holidays) specified by the Management of the Market. A **\$15.00 per day penalty** will be imposed for those vendors not adhering to this policy. Please notify Management at 928-328-1088 if this is not possible due to emergency.
2. **WEEKDAY AVAILABILITY:** Monthly Vendors may come in on Monday, Tuesday and Wednesday from 6:00 a.m. to 7:00 p.m. to restock, clean and arrange merchandise. You may not conduct any sale at that time. All Vendors who come into the Market during the week must have a digital gate access key or be accompanied by someone who has one. Even if the gate is open, Vendors are NOT allowed to go through it without scanning their access key or checking with the front office. Daily and weekly Vendors must check in at the front office to get a time to set up. Setting up booth(s) during operating hours is strictly prohibited.
3. **RENTALS:** Vendors who pay rent on a monthly basis (Monthly Vendors) will be given first consideration as to their preference of location of booth(s) in the Market. Monthly Vendors have the option of paying rent in advance by the FOURTH FRIDAY of the then-current month. Monthly Vendors also have the option of paying their monthly rent liability on a weekly basis for an additional fee equal to twenty percent of their monthly rent charge. Payments computed at the daily rate must be paid to the office by Sunday for the week due until the entire amount due for the month has been paid. Rental monies will only be accepted at the main office. A \$5.00 Late Charge Fee per space, per day will be

- applied for late payments. If payment is past due, Vendors will not be allowed to operate until full payment is made, including late fees. If space rent is not paid within 5 days, the booth(s) can be rented to another Vendor. **A 30-day Notice is required for vendors wishing to drop spaces; otherwise the vendor will be responsible for the month's rent.** The Market has no obligation to reserve or hold booths open without payment of rental monies in advance. Double rent will be charged to any Vendor who sets up a booth without first paying rent.
4. **SAFETY:** As a safety precaution, each vendor must have a fire extinguisher in their booth.
  5. **VENDOR PARKING:** The South Parking Lot is reserved for vendor parking. Vendors will only park in this location. No parking in the customer parking lot or in the fire or driving lanes at any time, except for loading and unloading. Remember that you can park a trailer in your space as long as it remains IN your space and does not block any part of the fire lane. A fine of **\$15.00 per day** will be imposed on any vendor or employee vehicle parked in the customer lot.
  6. **PARKING PERMITS:** Vehicles, including but not limited to motor homes and RV's, must vacate The Market between the hours of 9:00 am to 4:00 pm, except those with authorized parking permits. Vendors or their employees may acquire an authorized permit to park in designated spaces at the back of the market for a fee of \$125 payable in full for the season. Parking passes may be purchased at the office.
  7. **SUBLETTING OR LOANING OF BOOTHS:** Subletting or loaning of booth(s) by Vendors is prohibited.
  8. **LICENSING REQUIREMENTS:** Vendors must comply with all federal, state, county and city license requirements. Vendors must charge and remit all sales and other taxes, and comply with all federal, state and local laws and ordinances. Vendors selling any type of food must have a permit from the Yuma County Health Department. **A COPY OF THE ARIZONA TAX LICENSE AND, IF REQUIRED, HEALTH DEPARTMENT PERMIT MUST BE GIVEN TO THE MARKET OFFICE.** The Market has a City of Yuma Business License and Vendors are not required to obtain an individual City Business License.
  9. **REGISTRATION OF MERCHANDISE:** Vendors are required to register with the Market, in writing, the items which will be sold from their booth(s). Listings must be specific; items such as "General Merchandise" or "Other Merchandise" will not be accepted. Any change in these major items must be reported to the Management in writing PRIOR to sale.

10. **BANNED ITEMS:** Vendors may only use their assigned space to sell their goods and for no other purpose. Items of merchandise to sell must be approved by Management. Any Vendor may sell only items approved by Management. Management reserves the right to immediately evict any Vendor who sells any merchandise without Management's approval. In addition, without limitation of the foregoing, the following items are not allowed without express written approval from Management of the Market to be sold on or brought to the Market premises: (a) firearms, ammunition, fireworks, popping caps, dynamite or any other explosive material; (b) dangerous animals, including dogs with vicious tendencies, poisonous snakes, large cats (tigers, lions, etc.); (c) any books or other material that may be considered by Management to be offensive or pornographic; (d) counterfeit, illegal or stolen items; (e) drug related paraphernalia; (f) pepper gas or any device that could cause harm to any people; (g) cooked food, beverages, bottled water; (h) any other items deemed by Management to be unacceptable at the Market. The Vendor shall indemnify and hold the Market and its Management harmless against any and all liability from the sale of any dangerous or defective merchandise, and any other liability.
11. **LOTTERIES, RAFFLES AND AUCTIONS:** These are not permitted except as permitted by Management.
12. **ANIMALS TO BE SOLD FOR PETS:** Animals for sale (puppies, kittens, birds, rabbits, etc.) need permission from Management and appropriate governmental approval and permits that may be required. Any such animal(s) must be maintained in proper cages at all times in a clean, healthy condition and be free from diseases. Upon their sale they must be delivered to the customer in an appropriate box or cage as required by governmental regulations. **NO OTHER ANIMALS SHALL BE BROUGHT TO THE MARKET** unless expressly approved by Management.
13. **TABLES:** Vendors will provide their own tables. Please keep merchandise on top of tables and in your space only. Tables must be safe and in good condition. Tables are to be covered if they have splinters or any other condition that can cause safety concerns.
14. **DISPLAY AREA:** Signs and merchandise must remain inside the lines of your space. Nothing is allowed outside this area.
15. **DISPLAY BACKBOARDS, SHELVES, WINDBREAKS, ETC:** These and similar items are subject to Management approval, and must be constructed in such a manner so as not to obstruct the view of the merchandise of the

neighboring booths. Vendor will indemnify the Market's liability for injury to people as a result of Vendor's actions. All such items must be removed at the end of the day unless expressly authorized by Management to remain.

16. **SIGNS:** Any banner or sign placed on the front of the booth must be no larger than 3'x8'. It must be neat and placed 8' high. Each Vendor may have one sign permanently mounted to the front of the booth which protrudes into the aisle for advertising purposes. It must be lightweight (not metal) and no larger than 18" wide and 24" high. Each sign must be approved by Management before installation. Vendor holds Market harmless.
17. **ELECTRICITY:** The normal usage of electricity (up to 100 Watt per space) in the Vendor spaces is included in the space rental fee. An assessment may be charged for use of electricity for excessive usage or special equipment that is not considered normal usage by Management and must be paid to the Market in advance. Electric usage for space heaters is prohibited. Motor homes, RV's, etc. or other vehicles or equipment are not permitted to hook up to Market electricity without approval by the Management.
18. **SHEDS:** No sheds are allowed in the selling spaces. Management will designate a place for storage sheds to be placed. Vendor must pay the rent for the storage shed space before placing the storage shed. The Market is not responsible for any merchandise left in sheds or anywhere on premises of the Market after operation hours or at any other time. No sheds will be allowed at the Market except those in the place assigned by the Market.
19. **TENTS/TARPS:** Each Vendor is responsible for setting up their own selling space. The booth enclosure is constructed of metal pipe and covered with white tarps. **ONLY WHITE FIRE RETARDANT TARPS MAY BE USED FOR BOOTH(S).** Management must inspect and approve the frame setup prior to the vendor putting up his/her tarps. Pop Up tents and car shade structures are NOT permitted. Tents must be constructed so water drains to the back alley. Tent poles must have square metal or wood pads at the base of each pole to protect blacktop areas.
20. **BOOTH MAINTENANCE AND CLEANUP:** Vendors are required to maintain their booth(s) in a good, neat and clean condition during business hours. They are to clean up their area and booth at the close of each business day. Failure to comply with garbage and cleaning rules will result in a garbage fee being levied by Management. **VENDOR IS RESPONSIBLE FOR BREAKING DOWN ALL CARDBOARD AND PLACING IT IN THE CONTAINER MARKED "CARDBOARD ONLY." ALL OTHER TRASH MUST BE PLACED BY**

**THE VENDOR IN THE TRASH DUMPSTERS LOCATED ON THE NORTH AND SOUTH OF THE VENDING AREA.**

21. **CHECKING OUT/CLEAN UP:** Any vendor with a fully paid reservation to return for the following season may at his own risk leave his tent frame intact for the off-season, provided that all tarps are removed and that it is firmly anchored to the ground and has protective material between the metal frame and the asphalt. For a prepaid sum personal property may be left on the concrete portion of the assigned area and firmly secured against damage. All flooring must be removed from the space and no merchandise may be left. Management must approve the placement and security of property left before Vendor leaves the premises for the off-season. Cleaning fees will be assessed to Vendors who leave excessive mess in the booth when they leave.
22. **AMPLIFIERS:** Bullhorns, loudspeakers, and any sound amplifiers whatsoever are not allowed in the Market. Radios, televisions, and stereos must be kept at a low volume. Carnival barking is not permitted. Vendors walking through the Market selling any product are not permitted.
23. **ALCOHOLIC BEVERAGES:** No alcoholic beverages are to be brought on to the Marketplace premises at any time for any reason.
24. **SPEED LIMITS:** Please obey posted speed limit in Market Place of 5 MPH.
25. **VENDOR'S ANIMALS:** Dogs and cats are permitted only if they remain on a leash or in a cage at all times. No other animals are permitted without the consent of Management. The dog or cat must remain in the Vendor's booth and be kept away from the public at all times. **(THE VENDOR WILL BE HELD RESPONSIBLE FOR THE CLEANUP OF THAT AREA).** Vendors must **remove** the animal waste.
26. **PROPER ATTIRE:** All Vendors shall wear proper attire required by Management, including shoes and shirts at all times.
27. **VENDORS' CHILDREN:** Vendor's children must be kept with parents at all times. Running, misbehavior, nuisance and disorderly conduct of children will not be allowed in the Market and will be grounds for the Vendor's expulsion from the Market.
28. **ABUSIVE OR OBSCENE LANGUAGE OR ACTIONS:** Abusive or foul language is not acceptable at any time. Use of obscene language, actions or

physical violence is strictly prohibited in the Market and is grounds for immediate expulsion and eviction from the Market premises and forfeiture of all rental fees.

29. **COMPLAINTS:** All comments and complaints must be directed to the Management. Any item of a serious nature should be submitted in writing, giving a name and telephone number to be contacted.
30. **MANAGEMENT RESERVES THE ABSOLUTE RIGHT:** To refuse or terminate rental of any booth(s) to any person, expel or evict any person in violation of these Rules and Regulations, or when deemed in the best interest of the Market and of the Vendors. No refunds of rental fee will be made for booths, sheds or any other fees, **AT ANY TIME OR FOR ANY REASON, WITHOUT EXCEPTION**, including without limitation, expulsion, eviction or termination of rental for violation of Rules and Regulations or inability to operate or continue business for any reason, including without limitation rain or any other natural phenomenon affecting the operation of business of the Vendor at the Market.
31. **ILLEGAL ACTIVITIES:** No Vendor or any other person shall conduct any illegal activity or act in any illegal manner on the premises of the Market.
32. **STRICT PERFORMANCE:** Strict enforcement of the Rules and Regulations is required by all Vendors. Management shall have the option of suspending any Rules as to any Vendor at any time.
33. **SECURITY AND INJURY:** The market has no obligation to provide security guards or any type of security to protect merchandise left on the premises after business hours. The Market has absolutely no responsibility or liability for any merchandise or any other items left on the premises of the Market, either during or after Market hours. The Market is not responsible for any injury sustained on the premises by a Vendor or anyone else.
34. **INSURANCE LIABILITY AND RELEASE:** The Market provides no warranty or assurance as to the safety or condition of Vendor's merchandise, fixtures, equipment, etc. The Market provides no insurance coverage for Vendor. Vendor is solely responsible for safeguarding and insuring said property from loss. Vendor further agrees to indemnify and defend The Market from any and all claim, cause or lawsuit commenced against The Market as a result of Vendor's use of rented space. Vendor further agrees to pay The Market's attorneys' fees and costs in having to defend any claim made against The Market as a result of Vendor's use of space.

35. **CUSTOMER RELATIONSHIP:** Vendors must be respectful to customers and fellow Vendors. Any disorderly conduct is subject to removal, without refund of any fees paid. If merchandise that is not in good working order and condition at the time of the sale is returned, a refund must be made to the customer. In addition, without limitation, any refund required to be made by the Vendor is made by AZ Market Place Management for any merchandise sold by the Vendor shall be immediately refunded upon request of Management.
36. **UNETHICAL BEHAVIOR WILL NOT BE TOLERATED.** If a vendor engages in an unfair or deceptive solicitation of other vendors for a competing business, he/she will be immediately evicted from the Market premises and forfeiture of all rental fees.
37. **AMENDMENT OF RULES AND REGULATIONS:** The Management of the Market may amend, modify, delete or add new and additional Rules and Regulations for Vendors and for general operation of the premises of the Market and the common use areas.

**THESE ARE THE RULES AND REGULATIONS FOR VENDORS OF THE AZ MARKETPLACE (MARKET). THE RULES AND REGULATIONS OF THE MARKET WILL BE ENFORCED AT ALL TIMES BY MANAGEMENT. THANK YOU.**