

# MAUI SWAP MEET

## GENERAL RULES AND REGULATIONS

<b>1</b>	<p><b>REQUIREMENTS:</b> (Please inquire at our office for detailed information)</p> <ul style="list-style-type: none"> <li>a) SELLER'S PERMIT – vendors must prepay for a Seller's Permit prior to vending at the Maui Swap Meet office.</li> <li>b) HAWAII BUSINESS LICENSE – (GE Tax License) A vendor must acquire this before initiating a business in Hawaii.</li> <li>c) AUTHORIZATION, STATE &amp; COUNTY PERMITS, CERTIFICATES &amp; LICENSES – vendors need these when engaging in "PREPARED FOOD" &amp; other food related business. (Details on each category are available at our office).</li> <li>d) VEHICLE SIZE – One vehicle with maximum length of 17' per 12x28 vending space. Oversized vehicle will need to be authorized.</li> <li>e) TENT SIZE – One tent with maximum size of 10x10 per 12x28 vending space.</li> <li>f) Checks and Cash are the only accepted forms of payment for regular vendors. For new vendors and floaters, we only accept CASH.</li> </ul>
<b>2</b>	<p><b>PROHIBITIONS:</b></p> <ul style="list-style-type: none"> <li>a) Selling or exhibiting any type of weapons, ammunitions (or replicas), illegal/ prescribed drugs, drug paraphernalia, pipes, hazardous items, any living things (except plants).</li> <li>b) Animals/pets – are not allowed inside, <u>except</u> for Service Dogs (requires ID).</li> <li>c) Objectionable / controversial / illicit reading materials or merchandise containing such (DVDs, CD's, VHS, etc.).</li> <li>d) Petitions of any nature or boycotting, Pirated materials, Game of chance (gambling, coupons, gift certificates, etc...).</li> <li>e) UNAUTHORIZED foods or beverages including alcoholic drink.</li> <li>f) SOLICITING &amp; DISTRIBUTION – of any manner including advertising material, with conflict of interest and/or without authorization.</li> <li>g) Vehicles exiting through the MAIN ENTRANCE (center gate) and vehicles entering the swap meet grounds through the EXIT GATES located on both sides of the swap meet front fence. Only authorized and emergency vehicles are allowed.</li> <li>h) Passing or selling objects or any items over the swap meet fence.</li> <li>i) Customers, buyers and vendors entering or exiting through the EXIT GATES during swap meet event. Exit Gates are only for <u>vehicles</u> leaving the swap meet grounds.</li> <li>j) Unauthorized or non-vendor vehicles entering the swap meet ground at any time.</li> </ul>
<b>3</b>	<p><b>VENDOR/SELLER'S RESPONSIBILITIES:</b></p> <ul style="list-style-type: none"> <li>a) Understands and complies with all Maui Swap Meet Rules and Regulations.</li> <li>b) Vendors with <u>regular space</u> may prepay on Saturdays, 8:00am to 2:00 pm at our office. (If you forgot to prepay, please call, leave a message and prepay by Wednesday, 11:00 AM). If not done so, spaces will be available to other vendors. Floaters that attended that Saturday event may also prepay for next Sat, pending availability.</li> <li>c) Vendors without regular space (or floaters) and new vendors must prepay on Wednesday, Thursday or Friday, 11:00am to 5:00 pm prior to the Saturday event you are planning to attend depending on space availability. Vendors with repeated, consecutive unreasonable absences will be suspended or forfeit their regular space.</li> <li>d) <b>RAIN DAY OPERATION:</b> If the swap meet is operated on the parking lot, vendors not attending but came to check, space fee is transferred. If swap meet is operated inside the swap meet grounds, vendors not attending that day, without prior cancellation by Wednesday, space fee will not be transferred.</li> <li>e) Prepaid vendors must check-in by 6:00 am, Saturday (starts 4:30 am). Once the vendor enters the selling area, the space fee is not refundable.</li> <li>f) Main Entrance Gate closes for vehicles. After 6:00 am, you are considered as a "No Show" and any unclaimed space will be resold. Please call if you will be late. <u>Cancellation must be made prior to 10:00 am, Wednesday for that Saturday event.</u> Space Fee paid will be transferred to the next Saturday pending on space availability and a <b>\$5.00 Reserve /Transfer Fee</b> will be assessed. Please leave a message with your name and space number indicated @ Office ph# 244-3100. If vendor is a "<b>NO CALL, NO SHOW</b>" for a Saturday event, space fee will be forfeited and for 2 consecutive Saturday events, the <u>space &amp; space fee</u> will be forfeited.</li> <li>g) Vendors may also purchase a seller's permit on Saturday morning before 6:00am, as first come first serve basis on space availability with GE Tax License. Except for New Food Vendors. <u>New Food Vendors</u> must inquire first at the Swap Meet Office from Wed - Fri, 11am - 4pm.</li> <li>h) Vendors must enter the Main Entrance (center gate) with their respective vehicles. Only <u>one vehicle per space is allowed</u> and should remain in the assigned space for the duration of the event (event ends at 1pm, you may leave after 12 noon depending of foot traffic). If you intend to park your vehicle in the parking lot (farthest mountain side), you will need a <u>Vehicle Pass, \$5 fee</u>, to exit gate before 7am and enter Main Entrance gate at 1:00pm.</li> <li>i) All vendors must vacate the swap meet grounds &amp; parking lot by 3:00 pm each Saturday. <u>EXIT GATES</u> are on both sides of the swap meet fronting the parking lot as indicated by signs. The MAIN ENTRANCE GATE (center gate) will be closed after 2:00pm and no vehicle will be allowed to enter the swap meet grounds. By 2:00pm, only the Exit Gate by the Harbor Lights side is open for vendors leaving the grounds.</li> <li>j) <b>Each vendor must keep his/her rented space clean and free of trash. Vendors are not permitted to leave any discarded merchandise, boxes, package materials, or cartons on the grounds. Trash bins are provided in the parking lot outside the grounds fronting the Harbor Lights. (Fine \$25 for service fee).</b></li> <li>k) Any sound emitting (radios, generator, instruments, systems, voice) must be kept at a tolerable level. Hawkers are not permissible.</li> <li>l) Vendors must keep any vending activities, merchandise &amp; fixtures (including tent &amp; vehicle) within their vending space.</li> <li>m) Returned Check will accrue a \$25 fee on first time. Second offense accrues a \$35 fee and a cash basis only will be imposed for future payments.</li> <li>n) Vendors are not allowed to hang banners on the swap meet fence nor put up a sign outside their vending space.</li> <li>o) Vendor workers and helpers have to pay entrance fee of .50 cents if not in the vendor's vehicle. Only 4 people or less are allowed inside the vehicle.</li> <li>p) Vendors with extra vehicle must unload from the designated unloading area at the parking lot then move to the farthest mountainside area to park, else, will be cited.</li> <li>q) Vendors/helpers with paid booth that are unloading and rolling in merchandise from the unloading area are allowed to come in until 7:00 am that Saturday. An entrance of .50 cents and hand stamp are required. No unauthorized unloading and rolling in of merchandise will take place after 7:00am, Saturday.</li> </ul>
<b>4</b>	<p><b>MANAGEMENT:</b></p> <ul style="list-style-type: none"> <li>a) <u>Regular vendors are assigned with regular spaces as a courtesy.</u> There is no binding contract between vendor and Maui Exposition, Inc.</li> <li>b) We reserve the right to decline admission to unruly or disruptive vendors, and that are non-compliant to the rules. We reserve the right to exercise our marketing discretion in selection of vendors and assignment of spaces. Floaters may be subjected to a raffle draw to acquire a space booth on Wednesday, 11am, of that Saturday event.</li> <li>c) During inclement weather or when the swap meet grounds are undesirable to use or closed, the seller may choose to cancel participation. Or, if the event will take place in the parking lot, vendor participation is limited and we may have to turn some vendors away with a full credit given for the next event pending on space availability.</li> <li>d) Violators of our rules &amp; regulations are subject to and will be incurred to pay fines, temporary suspension or banned from the swap meet.</li> <li>e) Vendor agrees to hold the Maui Swap Meet, Maui Exposition, UH Maui College and the University of Hawaii harmless from any liability or damage arising from vendor's use of the premise and/or injury to persons or property from items sold or exchanged thereon.</li> <li>f) Vendors are not authorized to transfer, allocate or sell their space between other vendors/individuals. If vendors are selling their business/company, the swap meet space booth is not a part of their sale transaction.</li> <li>g) Vendor space with excessive erosion is subject for layering top soil &amp; new grass and will be relocated until the said area is adequate for vending activities. If the same vendor continuously erode the same space, after the second ground repair, either the vendor space fee will be raised or the said vendor will be removed from that space.</li> <li>h) Vendors &amp; Floaters (vendors without regular space) may sign up on our <u>List for Regular or Change of Space Request</u> at our office (details available).</li> </ul>
<b>5</b>	<p><b>LOCALITY AWARENESS:</b></p> <ul style="list-style-type: none"> <li>a) The Maui Swap Meet is located in a storm water retention basin of the UH property. In severe weather, the event may be held at the parking lot adjacent to the swap meet.</li> <li>b) The swap meet area is in the Tsunami / Flood Zone. In case of Tsunami warning, the swap meet will be closed for any event on that period of time. Please be aware of evacuation procedures if a warning is declared during the swap meet event.</li> <li>c) A "LOST AND FOUND" center is provided at the swap meet office. During busy season, shoplifters are prevalent. Please be more careful and vigilant.</li> </ul>
<p><b>THE MAUI SWAP MEET MANAGEMENT RESERVES THE RIGHT TO IMPOSE ADDITIONAL RESTRICTIONS TO ENSURE THE SUCCESS OF THE EVENT.</b></p>	