



ALOHA STADIUM MARKETPLACE AND SWAP MEET RULES AND REGULATIONS

Revised: August 1, 2010



The purchase of a stall constitutes an agreement by each Vendor at the ALOHA STADIUM MARKETPLACE AND SWAP MEET, managed by CENTERPLATE (a Volume Services Company), to comply with all ALOHA STADIUM MARKETPLACE AND SWAP MEET policies, rules and regulations. CENTERPLATE reserves the right to revoke stalls, refund fees paid, and evict rule violators. CENTERPLATE will not be responsible for any items lost, stolen or damaged while on these premises. Vendors agree to relieve CENTERPLATE, the STADIUM AUTHORITY, the STATE OF HAWAII, and all their officers, employees and agents from any liability or damages arising from Vendor's use of the premises and/or injury to persons or property resulting from items sold, exchanged, or used. All Vendors shall complete the ALOHA STADIUM MARKETPLACE AND SWAP MEET Vendor's Information Report and are advised to have reasonable accountability for all items offered for sale at the ALOHA STADIUM MARKETPLACE AND SWAP MEET. Law enforcement agencies will be invited to investigate any suspicious activity.

GENERAL RULES

1. **MARKETPLACE** (DEF rows) hours of operation are Wednesday, Saturday, and Sunday 8:00 am to 3:00 pm. **SWAP MEET** (ABC rows) hours of operation are Wednesday, Saturday 8:00 am to 3:00 pm, and Sunday 6:30 am to 3:00 pm.
2. All Vendors with permanent stalls are required to have a State of Hawaii General Excise (GE) Tax License. Each GE license will be assigned a Vendor number. Each individual will only be allowed one Vendor number. Each GE license may only have up to three (3) permanent stalls per day.
3. A primary vendor may not be and/or act as an employee of another primary vendor.
4. Only the Vendor of record, or a registered employee of the vendor of record, will be allowed to make payment for stalls. A Vendor badge must be presented at each time of payment when renewing stalls.
5. Vendors must have their general excise tax license and ID badge in their possession and on display at all times while on Aloha Stadium property.
6. Payments for monthly renewals are due by the end of the Marketplace and Swap Meet hours of operation on the second to the last market day of the month. Stalls not renewed in accordance with these monthly deadlines will be placed into the monthly vacation lottery. From the second to the last market day of the month, late vendors will have **one (1)** week to notify CENTERPLATE of intent to return. If notification is not submitted, stalls will be considered voluntarily vacated and reclaimed by CENTERPLATE management.
7. Vendors must request vacation credits by the end of the Marketplace and Swap Meet hours of operation on the second to the last market day of the month. No changes to vacations after the second to the last market day of the month will be permitted.
8. Vendors requesting an excused absence due to medical reasons must provide a doctor's note within **7 days** from the **1st day** of absence. The doctor's note must include the following information: **time the Vendor was/will be out, doctor's phone number, and work restrictions.**
9. Purchasing, borrowing, or otherwise acquiring stalls from another Vendor is strictly prohibited. Vendors shall not sell, sublet, rent, assign, trade or give possession of the Vendor's designated stall or selling privileges granted under its Stall Usage Contract to another person, Vendor or entity. Any violation of this rule will result in **IMMEDIATE LOSS OF PERMANENT STALL(s)**. There will be **NO REFUNDS** for loss of selling privileges due to eviction. This rule will supersede the **THREE STRIKE RULE**.
10. Vendor's who **DO NOT** use a stall for a period of **two (2) consecutive weeks** without prior written notice, will result in loss of that stall.
11. Each Vendor of record is responsible for the actions of his/her employees and/or associates. Abusive language will not be tolerated on the ALOHA STADIUM MARKETPLACE AND SWAP MEET premises.
12. Vendors must enter through the designated vendor's entrance (**Main Salt Lake Gate, through Lane 4**). Vendors not entering through the designated vendor's entrance will be charged as a customer/buyer.
13. Vendors in the "**MARKETPLACE**" must start their set-up in each stall by **7:30 am, 30 minutes** before the area is open to the public (**erected rental tents DO NOT constitute a start of set up**). If there is no indication set up has begun, the stall will be reclaimed by CENTERPLATE at **7:30 am** and put into the daily lottery. There will be **NO REFUNDS** for loss of selling privileges due to tardiness or eviction.
14. Vendors in the "**SWAP MEET**" (ABC rows) must start their set-up in each stall by **7:30 am on Wednesday and Saturday; 6:00 am on Sunday, 30 minutes** before the area is open to the public (**erected rental tents DO NOT constitute a start of set up**). If there is no indication set up has begun, the stall will be reclaimed by CENTERPLATE at **7:30 am on Wednesday and Saturday; Sunday 6:00 am**, and made available to the daily vendors. There will be **NO REFUNDS** for loss of selling privileges due to tardiness or eviction.
15. All Vendors' vehicles not parked within a rented stall must park in approved areas only. Sellers parked in unauthorized areas after designated times will be cited. A map of approved Vendor parking areas is available at Box Office 6.
16. No vehicle movement will be allowed in all rows according to the following schedule: no movement in the "**MARKETPLACE**" (DEF) rows from **8am – 3pm** and the "**SWAP MEET**" (ABC) rows from **9am-1pm**. All Vendor vehicles not parked within their assigned stall in the "**MARKETPLACE**" (DEF) rows must be removed by **9am** unless directed by CENTERPLATE. All Vendor vehicles not parked within their assigned stall in the "**SWAP MEET**" (ABC) rows must be removed by **7:30 am** unless directed by CENTERPLATE. Any unauthorized vehicle movement will result in citations and possible loss of selling privileges.
17. Vendors are not allowed to block a row or section with their vehicles or items while loading or unloading. There must be enough room for golf carts and other vendors to maneuver around vehicles during set-up and breakdown. Tent pipe and other tripping hazards should not be left in walking areas at any time.

Vendor's Initial _____

18. The ALOHA STADIUM MARKETPLACE AND SWAP MEET officially **CLOSES at 3pm**. Vendors must **vacate** their stall and the Aloha Stadium property by **5pm**. Upon vacating, all debris must be cleared within the stall. No discarded merchandise, boxes, cartons, or any other items brought in with a Vendor are to be left on Aloha Stadium property.
19. Lottery Rules: Available at Box Office 6
20. Each stall is not to exceed the width of two parking spaces and beyond the end of a parking space, approximately **21 ft** from the back of the stall, or as otherwise marked by CENTERPLATE.
21. All Vendors property must stay within the assigned stall - including but not limited to:
A.)Tent & tie-down weights B.)Displays & Signs C.)Selling, Distributing, & Soliciting Merchandise D.)Parked vehicle E.)All displays are to be safely constructed and set up to prevent any hazard or nuisance to buyers
22. Each support used to erect a canopy or tent above a Vendors stall must be safely secured to keep the canopy or tent from lifting during windy periods. Vendors may not use stadium property to tie down canopies or tents.
23. Vendors shall be responsible for any damage caused to property and persons. **CENTERPLATE**, the **STADIUM AUTHORITY**, the **STATE OF HAWAII**, and all their officers, employees and agents assumes no responsibility and are not liable for any injuries to Vendor, its employees, customers or agents which may occur within or adjacent to a Vendor's stall or on the Aloha Stadium premises. Vendors are expected to keep their merchandise in reasonable order and allow unimpeded access to customers.
24. Notices to Vendors regarding the ALOHA STADIUM MARKETPLACE AND SWAP MEET will be circulated to the Vendors and posted at Box Office 6 in a timely manner. Notices will list pertinent/important information for all Vendors (e.g. time and date changes, parking information, etc).
25. Vendors are not allowed to sell food or beverage items of any kind that conflict with Aloha Stadium's contracted food concessionaire, as determined by CENTERPLATE.
26. No pets are permitted on property, except certified service animals.
27. The use of voice amplification or directional devices is prohibited. Playing of music will be kept at an acceptable level to prevent offending others. CENTERPLATE will determine acceptable levels.
28. The following are prohibited: soliciting donations from patrons, Vendors, or employees; petitions of any nature; auctioning; rollerblading; skateboarding; and scooters.
29. The following articles may not be sold and or swapped: **pornographic material, ammunition, any living thing besides plants, automobiles, motorcycles, blowguns, cigarettes, components for firearms, daggers, discount coupons, explosives, firearms of any kind, fireworks, flammables, games of chance, gift certificates, grab bags, hash pipes, knives, prescription medicine, roach clips, swords, trucks, and unlicensed tapes, CD's and DVD's, drug paraphernalia, and illegal contraband.**
30. Displays of automobiles or vehicles are not allowed on federally deeded land unless it coincides with an event on Aloha Stadium property.
31. Vendor's selling knives continuously from a date prior to October 1999, must have knives contained in a covered display case. Vendors will be wholly responsible for any damage or injury to individuals caused from knives being displayed and/or sold. No other vendors will be allowed to sell knives.
32. CENTERPLATE reserves the right at anytime to restrict or prohibit certain additional items from being sold, swapped, exchanged, or distributed.
33. CENTERPLATE reserves the right to restrict or prohibit the sale of merchandise as directed by local, county, state, and federal enforcement agencies.
34. CENTERPLATE reserves the right to reconfigure the ALOHA STADIUM MARKETPLACE AND SWAP MEET in order to co-exist with a conflicting large-scale event.
35. All identifiable merchandise displayed, sold or exchanged on this premise is subject to listing for referral to local, county, state, and federal agencies.
36. The sale of counterfeit merchandise or copyrighted merchandise without permission is illegal. CENTERPLATE fully supports the efforts of law enforcement agencies to prevent the sale of counterfeit or copyrighted items at the ALOHA STADIUM MARKETPLACE AND SWAP MEET. Periodic inspections will be made by various agencies without notice.
37. Vendors found selling counterfeit material or copyrighted merchandise without permission will be subject to disciplinary action which may include permanent eviction from the ALOHA STADIUM MARKETPLACE AND SWAP MEET. There will be **NO REFUNDS** for loss of selling privileges due to eviction.
38. Vendors shall comply with instructions from ALOHA STADIUM MARKETPLACE AND SWAP MEET employees and/or law enforcement officers. Failure to comply will result in disciplinary action which may include permanent eviction from the ALOHA STADIUM MARKETPLACE AND SWAP MEET. There will be **NO REFUNDS** for loss of selling privileges due to eviction. This rule will supersede the **THREE STRIKE RULE**.
39. Any Vendor having stolen items in their possession, whether the Vendor has knowledge of the items history or not, will be subject to disciplinary action which may include permanent eviction from the ALOHA STADIUM MARKETPLACE AND SWAP MEET.). There will be **NO REFUNDS** for loss of selling privileges due to eviction. This rule will supersede the **THREE STRIKE RULE**.
40. CENTERPLATE, the STADIUM AUTHORITY, the STATE OF HAWAII, and all their officers, employees and agents are not liable for theft or damage of any merchandise before, during or after ALOHA STADIUM MARKETPLACE AND SWAP MEET hours. Vendors must follow (adhere to) all local, federal, state, city, and county laws and regulations. This rule will supersede the **THREE STRIKE RULE**.
41. Violation of established ALOHA STADIUM MARKETPLACE AND SWAP MEET rules and regulations may be deemed cause for denial of ALOHA STADIUM MARKETPLACE AND SWAP MEET stall privileges. This rule will supersede the **THREE STRIKE RULE**.
42. Vendors must allow unimpeded inspection by CENTERPLATE at all times.

These rules and regulations (**exclusive of rules: 9, 38, 39, 40, 41**) will be enforced in accordance with the **THREE (3) STRIKE RULE:**

- **FIRST (1st) STRIKE:** will result with a written warning and placed in the vendor's file.
- **SECOND (2nd) STRIKE:** will result in a written citation, a **30-DAY SUPENSION** from selling (**NO REFUNDS**), and placed in the vendor's file.
- **THIRD (3rd) STRIKE:** will result in a **PERMANENT SUSPENSION** from selling (**NO REFUNDS**), and placed in the vendor's file.

CENTERPLATE RESPONSIBILITIES

CENTERPLATE performs all related duties to maintain and operate an efficient Marketplace and Swap Meet in the best interests of the ALOHA STADIUM MARKETPLACE AND SWAP MEET, all vendors, and the general public. CENTERPLATE maintains order in the ALOHA STADIUM MARKETPLACE AND SWAP MEET and:

1. Enforces days and hours of operation.
2. Assigns stall usage to all Vendors.
3. Collects stall usage fees from all Vendors.
4. Directs the circulation of all vehicles on the Aloha Stadium premises.
5. Inspects stalls to ensure Vendors have left the area in a clean and orderly condition.
6. Verifies that all local, state, and federal laws are observed, all licenses and permits are valid and current for each Vendor, and maintains files of the same.
7. As necessary, inspects facilities for compliance with ALOHA STADIUM MARKETPLACE AND SWAP MEET rules and regulations.
8. Locates new Vendors as stalls are available in order to provide a select variety of merchandise to the public.
9. Informs Vendors of any violations of the ALOHA STADIUM MARKETPLACE AND SWAP MEET rules and regulations and takes disciplinary action, as required.

VENDOR RESPONSIBILITIES

1. All Vendors shall use the premises in strict accordance with the ALOHA STADIUM MARKETPLACE AND SWAP MEET rules and regulations in effect; and in accordance with the Stall Usage Contract.
2. Vendors must provide safe conditions for the public and must obtain insurance against all liabilities.
3. All Vendors in the ALOHA STADIUM MARKETPLACE AND SWAP MEET shall comply with the rules and regulations set by CENTERPLATE or its duly appointed agent carrying out the provisions of these rules and regulations.
4. Each Vendor **MUST** obtain and furnish to CENTERPLATE a current and valid copy of any and all licenses and permits necessary for their operation, including a Hawaii State General Excise Tax License.

DISCIPLINARY ACTIONS

Any Vendor who fails to submit the required licenses/permits or who is not in compliance with the ALOHA STADIUM MARKETPLACE AND SWAP MEET rules and regulations when conducting ALOHA STADIUM MARKETPLACE AND SWAP MEET business shall be denied selling privileges.

The following are causes for denial or loss of Vendor selling privileges:

1. Failure to pay usage fees per Vendor's signed contract in accordance with the published deadlines.
2. Violation of responsibilities as specified in "Vendor Responsibilities."
3. Violation of any rules or regulations specified in the ALOHA STADIUM MARKETPLACE AND SWAP MEET general rules and regulations.
4. Disruptive conduct
5. Verified written complaints against a Vendor showing reasonable conclusive evidence that said Vendor has practiced deception by displaying or selling merchandise packaged to misrepresent the quality or condition of the merchandise, or that said Vendor has given false information regarding the origin, variety, quality, condition or value of merchandise.
6. Insubordinate behavior to customers, CENTERPLATE employees, STADIUM AUTHORITY employees and/or law enforcement officials.

I HAVE READ AND UNDERSTAND THESE RULES AND REGULATIONS, AND I AM AWARE THAT BY SIGNING THIS DOCUMENT, I AGREE TO COMPLY WITH THE RULES AND REGULATIONS INDICATED ABOVE AND ACCEPT ANY PENALTIES FOR VIOLATIONS OF THESE RULES SET FORTH IN THIS DOCUMENT.

Print: **FIRST** Name

LAST Name

Vendor Number

Signature

Date

Vendor's Initial _____