



Seller Rules 2-1-24

1. Swap-O-Rama is a NO TRASH MARKET. Sellers must take any unsold merchandise, boxes, and debris with them. Violators will be charged a minimum \$25 cleanup expense.
2. SWAP-O-RAMA Flea Markets reserve the right to refuse admission, booth/space or shed rental to any Seller at its sole discretion. SWAP-O-RAMA reserves the right to inspect all merchandise. Sale of any item prohibited by any city, county, state or federal law is prohibited.
3. All booths/spaces and sheds must be paid for in advance of occupancy. Anyone selling, promoting, or conducting business on the premises must have an assigned and paid space. Seller must produce a current receipt upon management request.
4. If a Seller does not occupy their space by 8am, the space may be rented to another Seller without compensation to the original Seller.
5. Sellers who store or display merchandise in Spaces or Sheds do so at Seller's sole risk and expense. Swap-O-Rama is not liable for theft or damage to Seller's merchandise or personal property left in their spaces or sheds. Seller acknowledges and agrees that SWAP-O-RAMA is not a self-service storage facility. Any storage by Seller of its property or merchandise is incidental to Seller's vendor activities at the market.
6. Any merchandise left in an open space at the end of a market day, will be considered abandoned and may be disposed of without any liability to Swap-O-Rama.
7. Sellers should at all times conduct themselves in an acceptable and orderly manner. Any physical violence or verbal threats by a Seller will result in permanent eviction from the SWAP-O-RAMA Flea Market. SWAP-O-RAMA reserves the right to determine what behavior is disorderly or unacceptable.
8. No warranty is implied regarding space rental, the space rented on seller receipt may be substituted for one of similar size and/or location for a particular date. Please be aware that there are NO REFUNDS for paid space or shed rentals. If you choose not to occupy your paid space for any reason your rent will not be refunded.
9. Swap-O-Rama DOES allow the sale of guns and other firearms. All firearms must be empty of all ammunition before entering the market. All guns and firearms must be strapped. Straps are available in the office for a nominal charge.
10. Swap-O-Rama does NOT allow the sale of any live animals.
11. No nails or any other material may be driven into the floor, posts, tables, or walls. No building structures, displays, hanging merchandise, painting, electric wiring, or signs may be installed or constructed without prior written approval by the management. Seller's merchandise can only be displayed within the boundaries of the Sellers Space.
12. The sale of food and food products is subject to separate requirements. See the manager for special rules, insurance requirements, and municipal licensing information. The sale of alcoholic beverages and tobacco items is strictly prohibited.
13. No handbills/flyers may be distributed outside of the Sellers stand. Loudspeakers or bullhorns are not allowed. The sound level on all radios, TVs, speakers etc. must be kept to a level that Swap-O-Rama management approves of.
14. Swap-O-Rama does not allow the sale of counterfeit merchandise, or merchandise which violates trademarks and copyrights of others, is prohibited. It is the obligation of the Seller to verify that the merchandise offered for sale is not counterfeit. SWAP-O-RAMA reserves the right to confiscate any merchandise we believe to be counterfeit. At the discretion of SWAP-O-RAMA management, any violation of these rules may result in permanent eviction from the flea market.

15. ABSOLUTELY NO SELLING OF ANY LOUIS VUITTON, MICHAEL KORS, UGG'S, COACH, CHANEL, GUCCI, KATE SPADE, FENDI, VERSACE, PRADA, OAKLEY, RAY BAN, POPSCOKETS, DIOR, BURBERRY, NFL, NCAA, MLB, NBA, or NHL MERCHANDISE IS PERMITTED AT THE SWAP-O-RAMA FLEA MARKET. THIS INCLUDES GENUINE OR COUNTERFEIT MERCHANDISE. NY VENDOR SELLING MERCHANDISE FROM THESE COMPANIES WILL BE PERMANENTLY BANNED FROM SELLING AT ALL SWAP-O-RAMA FLEA MARKETS. This list is not exclusive and may be amended at any time by Swap-O-Rama by posting a notice or distributing a notice at any SWAP-O-RAMA Flea Market.
16. Seller shall indemnify Swap-O-Rama against and hold Swap-O-Rama harmless from any and all claims (including the cost of defense of any claim) resulting from Seller's activities on Swap-O-Rama premises or a violation of these rules. Sellers shall adequately supervise and control the activities of all their employees, children, pets, agents, or helpers and will be responsible for the activities of those persons.
17. Nothing herein shall be construed to limit SWAP-O-RAMA's remedies against Seller at law or in equity. If any terms or provisions of these Rules are found to be invalid or unenforceable, the remainder of these Rules, shall not be affected thereby, and each term and provision of these Rules shall be valid and enforced to the fullest extent permitted by law.
18. These Rules and Procedures are subject to change by Swap-O-Rama in its sole discretion at any time. By accepting and using a space or shed, Seller acknowledges receipt of these Rules and agreement by Seller to abide by all of the above Rules, Terms and Conditions in selling and displaying its merchandise at the Swap-O-Rama Flea Market.
19. Prior to selling any goods or operating its business, Seller shall obtain all licenses, authorizations, approvals, consents or permits required by all applicable city, county, state or federal laws (including the rules and regulations of all authorities having jurisdiction over the sale of Seller's goods) to conduct its business, and Seller is in compliance with all applicable city, county, state or federal laws in connection with the sale of its goods and the operation of its business. Seller shall produce to SWAP-O-RAMA, upon SWAP-O-RAMA request, copies of all required city, state or federal licenses to prove seller's compliance.
20. The failure of Seller to make payment of any fees including but not limited to the Daily Fee when due is a default ("Seller's Default"). If Seller fails to cure Seller's Default within FOURTEEN (14) days of service of a written Notice of Default, on the next day thereafter by these Rules and without further action or notice by SWAP-O-RAMA Seller hereby assigns the right to and title to any and all merchandise and personal property remaining in their booth to SWAP-O-RAMA which may take possession of all merchandise and personal property free and clear of any interests and in its sole discretion dispose of such property and merchandise. SWAP-O-RAMA may, but is not required to, sell the property and apply the proceeds to cure Seller's Default. In such case SWAP-O-RAMA will send notice to Seller of the excess proceeds, if any.
21. Whenever notice to Seller is required under these Rules, such notice shall be in writing and shall be by certified mail with return receipt requested to the address provided by Seller above. The date of service of notice shall be the date of it is placed in the mail with postage prepaid.
22. Any person entering the market and selling goods in a booth/space rented from Swap-O-Rama is a Seller and agrees to observe and is bound by all of the above terms and conditions. These rules apply to all Sellers, operators, license holders, employees, and any and all other individual associated with Seller and/or the space.

 Seller Name

 Date

 Space Location

 Seller Signature