

ANTIQUES BY THE BAY, INC. PRESENTS:
THE ALAMEDA POINT ANTIQUES & COLLECTIBLES FAIRE
1000 BOOTHS AVAILABLE FIRST SUNDAY OF EVERY MONTH

- HOURS:** Move in time for sellers 4:00AM-7:00AM. General public 9:00AM-3:00PM.
VIP Vendor Set Up 6:00AM-7:30AM. Early Buyers 7:30 AM-9:00AM.
- SET UP & MOVE OUT:** No prepaid reservations will be held after 7:00AM. Set up must be completed by 8:00AM. Sellers' vehicles may not move on or off selling field from 8:00AM-3:30PM. Unlimited free parking available. **SELLERS MUST NOT BEGIN PACKING UP UNTIL 3:00PM. GATES OPEN FOR MOVE OUT AT 3:30PM. SELLERS MUST BE OFF THE SITE BY 6:00PM.**
- BOOTH RENTAL:** 15' X 20' space \$100.00. Only two persons allowed to sell per booth.
- CANCELLATION:** The cancellation deadline is Friday at noon prior to our Sunday show or your prepaid rental will be forfeited. Credit will be applied to future shows.
- VEHICLES:** Vehicles may remain in selling space. One vehicle per space. Vehicles over 20' including trailers or additional vehicles will require purchasing a second space. The speed limit inside the event is 3 MPH. Pedestrians have the right of way at all times. No vehicle movement is allowed between 8:00AM and 3:00PM.
- ELECTRICITY:** No electricity is available to booths. No generators will be allowed.
- TABLES AND CHAIRS:** Supply your own tables and chairs. Placing merchandise on the ground in lieu of tables or display cabinets is not acceptable. We do have tables for rent on a first-come, first-serve basis, advance reservations are recommended
- SALES TAX:** All sellers must have a California State Board of Equalization Resale permit.
- LICENSES:** Each seller shall comply with all applicable city, county, state and federal laws and shall hold the management harmless against any failure to do so.
- MERCHANDISE:** Exhibitors will sell only Antiques and Collectibles. However, we require that all collectibles be 20 years or older. No new items will be sold at this event. Exceptions will be books, price lists, and catalogs directly related to the Antiques and Collectibles trade. Also small items which relate to the restoration and preservation of Antiques and Collectibles, such as polishes, finish restorers, and plate holders. The producers will check the show and any new items or inappropriate items must be removed. Any disagreement will be decided by the producers. Management reserves the right to ask any vendor to pack up and leave with a full refund or to exclude any vendor from exhibiting at future events if, in its opinion, that seller's display or merchandise does not meet the standards of the Alameda Point Antique and Collectibles Faire. No arranging or displaying of any merchandise inside trucks or any other vehicle is permitted. All merchandise must be placed on the selling field. No animals, gas filled balloons, guns or ammunition may be sold. Due to the family atmosphere of the market the management reserves the right to restrict the sale of printed adult (x- rated) material, photographs, books, and magazines in order to maintain a proper moral and wholesome environment. No vendor shall display any adult related materials in any manner which would allow them to be seen by minors. Offensive materials such as Nazi items are not permitted to be sold or displayed at our show.
- RESERVATIONS:** We will endeavor to assign the same booth location to sellers returning on a monthly basis but cannot guarantee the same location due to the size of our event. To guarantee the same booth location sellers must pay three months in advance. Sellers who miss two consecutive shows or do not have a substitute for two consecutive shows will forfeit their booth(s) location.
- PETS:** No pets are allowed. Sellers are not permitted to bring pets, even if they remain in a vehicle. The Alameda Point Antique and Collectibles Faire site is immediately adjacent to a protected area for an endangered species of bird. This is a designated wildlife Sanctuary. This restriction is to protect that area and will be strictly enforced. Violators are subject to citation. This is a requirement of our use permit and there will be absolutely no exceptions to this rule.
- ENDANGERED SPECIES ACT:** We do not permit dealers to sell items which are prohibited by the Endangered Species Act. For detailed information regarding specific items visit <http://www.le.fws.gov>.
- PROPERTY:** The seller is advised that the producer assumes no responsibility whatsoever to insure the safety or protect in any way, the property of the seller from fire, theft, malicious mischief, accident, rain, wind, or other perils. The seller is charged with the responsibility of protecting his/her own property at all times during the event.
- LIABILITY:** In consideration of the producers accepting my booth rent, I and any companions, helpers, family members, or others occupying my booth, intending to be legally bound for myself, my successors,

assigns, heirs, executors and administrators, waive and release any and all rights and claims against persons and organizations affiliated with this event: the producers, ARRA, the United States Navy, the City of Alameda, the County of Alameda, and the State of California, while participating in this event, traveling to or from this event or at any future time.

INFORMATION:

Betsy or Jerry Goldman, or Allen Michaan **(510) 522-7500**. This application with your check made out to Antiques by the Bay, Inc. should be mailed to **PO Box 2230, Alameda, CA 94501**. Booth spaces will be available for this event on first come first serve basis, subject to availability.

NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
RESALE-D/L # _____ # OF BOOTHS REQUIRED _____
HOME PHONE _____ STORE/FAX PHONE _____
TYPE OF MERCHANDISE _____

ALL PEOPLE WHO SHARE BOOTHS MUST SIGN THESE RULES AND REGULATIONS.

I/We _____, registered seller(s) at The Alameda Point Antiques and Collectibles Faire, produced by Antiques By The Bay, Inc., have read and agreed to the above rules and regulations, as well as those on the reverse side of this document. I further certify that all helpers in my booth will also adhere to the above rules. I strictly acknowledge that the sellers have no vested rights to continued usage of this Antiques and Collectibles Faire in the event that this use is terminated by any party at some future date. I certify that this agreement and license to sell at the Antiques Faire does not continue beyond the event dates on my confirmation. I / We acknowledge that the current use permit for this event expires in August 2006. 4/29/03

Rules and Regulations for Sellers

1. The acceptance of this Sellers Permit constitutes the implied agreement by the sellers to adhere to Antiques and Collectibles Faire Rules and Regulations. All sellers and their helpers assume all risk of personal injury and loss of property. Management reserves the right to revoke any license granted by this contract.
2. When leaving, your space MUST be in the same condition as when you arrived or you may be banned from future Antiques and Collectibles Faires. Violators are subject to clean-up charges. This includes cigarette butts.
3. A maximum of two adults will be admitted per space. Any helper must enter along with the vehicle containing selling merchandise. Additional helpers (above 1) or those coming after the vehicle has entered, will be required to pay regular admission. Children under sixteen will be admitted free. Food vendors are allowed additional staff as needed. Please advise us of the number of passes you require.
4. All dealings conducted by booth personnel must be performed so as not to infringe upon the rights of other sellers or offend visitors to the event. Should the seller desire to pass out printed material, or other articles, this must take place only from the assigned space subject to prior management approval. No manner of attracting attention in a noisy or an undignified manner will be permitted. No loud music or amplified voice equipment or systems are permitted.
5. The producer retains the rights to restrict, exclude or evict sellers or exhibits which, because of their method of operation, noise or other features, become objectionable or which, in the opinion of the producer may detract from the general character of the event as a whole. This includes persons, things, printed matter, or anything else the producer judges to be objectionable. If the above mentioned action becomes necessary, the producer may retain the rent paid as liquidated damages for breach of this agreement.
6. Sellers Permit will be revoked if a seller picks up people outside trying to gain early admission. Any revocation for this violation will be permanent and seller will be banned from any future events.
7. A reward of \$100.00 will be paid to any person providing information leading to the arrest and conviction of anyone offering for sale stolen goods at the Alameda Point Antique and Collectibles Faire. Information must be presented to the manager of the event or appropriate law enforcement authorities.
8. The management reserves the right to reasonably refuse service and/or booth rental to anyone, or to require any vendor to leave upon refund of their booth rental.
9. All sellers setting up a canopy in a space must have it properly anchored and constructed. The management shall not be responsible or liable for a seller's use of a canopy or its construction. Each seller shall hold the management harmless from and indemnify the management against any injury or property damage that may occur due to the use of a canopy. If a seller erects a canopy, the management reserves the right to require the seller to take it down at any time due to windy conditions, however the management will not be liable for this decision. The management will not give refunds if it requires the removal of canopies. Sellers are not to make any holes in selling or parking area surfaces. Canopies must be erected within boundaries of the booth and no overhang outside these boundaries will be allowed. Any tent or canopy which can hold more than ten people must have a State Fire Marshall tag indicating that it is flame retardant.
10. The management reserves the right to formulate additional rules and regulations if necessary and each seller shall abide by such additional rules and regulations, or if unwilling to do so, sellers are entitled to a cancellation refund and will not be admitted to the selling field.
11. Sellers are required to keep their booth area and the area directly in front of their booth clean. All sellers must leave their booth area clean when they exit. Trash, boxes, cigarette butts, or other debris may not be left on the grounds.
12. In consideration of others, there shall be no cigar smoking at anytime by either buyers or sellers. Any person violating this rule will be asked to leave. This includes the parking area.
13. No liquids shall be transferred or demonstrated at the Alameda Point Antique and Collectible Faire. Any liquids (such as paint stripper, etc.) must be kept in sealed containers at all times.
14. No parking shall be allowed at any time within twenty feet of any fire hydrant or fire department connection. Any vehicle illegally parked will be immediately towed.
15. No vendor is allowed to have any open container of flammable or combustible liquids, or use any flammable or combustible liquids for repair or demonstration purposes. Food preparation liquids and beverages are exempted.
16. All sellers are required to use commercial routes entering and leaving the event. These routes are provided in the sellers confirmation packet. The approved route is to enter Alameda via the Webster/Alameda tube and travel West on Atlantic Ave. to the event site.
17. Any spillage of liquids must be cleaned up in an appropriate fashion with absorbent spill kits. Vendors will be charged for any such services provided by Faire management. There is to be no washing down of any area. **THIS INCLUDES LEAKS FROM CARS OR TRUCKS**
18. The City of Alameda does not allow any overnight sleeping in vehicles. A List of Alameda motel accommodations is available on request.
19. All merchandise sold at our event must be at least 20 years old. This is a requirement of our use permit and is an important policy of our show intended to keep the quality at the highest possible level. This policy is strictly enforced. If a staff member asks you to remove a non-conforming item, please do so immediately and cheerfully. We would prefer not to be put in the position to have to ask, so please carefully sort and check your merchandise as you set up. Exceptions to this rule can be found on the reverse of this form under the heading "Merchandise".
20. We are required to maintain a full, 20 foot fire aisle/lane at all times. Please do not allow your merchandise or vehicle to protrude beyond the boundaries of your booth.