

MCCS ON BASE BUSINESS MARKET (OBBM) VENDOR RULES & INFORMATION SHEET

Marine Corps Community Services (MCCS) conducts special events throughout the year. MCAS Iwakuni approved On Base Businesses (OBB) are welcomed to participate in these events, as determined by MCCS. MCCS would like to have a variety of vendors at these events in order to provide the best possible experience for the community.

MCCS provides the following guidelines to ensure vendors are aware of procedures and requirements for participating in these events.

1. Location and Hours of Operation

- a. The OBBM will be held at Bldg. 9500 Rm 159.
- b. Unless there is a conflicting MCCS event, the OBBM will be held the 1st and 3rd Friday and Saturday of each month.
- c. The area will open at 0900 for set up. Only participating vendors will be permitted to enter at this time.
- d. OBBM hours of operation are 1000-1800.

2. Payment/Selling Site

- a. Registration fee is \$30 per day.
- b. Booth areas are 8 feet by 12 feet and will be assigned by MCCS upon completion of payment. A vendor will not sub-lease any part of their booth to another organization/vendor. Vendors are limited to one booth per day.
- c. Vendors are responsible for obtaining desired supplies: change fund, tables, chairs, trash cans and bags.
- d. Selling merchandise must be confined to the vendors assigned area.
- e. Vendors are responsible for cleaning their designated areas at the end of the event and taking refuse with them when leaving the area. This includes removal of signage tape, thumb tacks, etc., from walls. Do not use tape on the windows.

3. Vendor

Status of Forces Agreement (SOFA) status personnel/DoD ID card holders who wish to participate in MCCS-sponsored OBBM as entrepreneurs must have their businesses reviewed and approved by the Office of the Staff Judge Advocate prior to submitting their participation requests.

4. Vendors Responsibilities

a. Booth Setup

Vendors' sales are restricted to their assigned locations.

b. Sanitation, Health, Fire, and Safety Standards

(1) Vendors must comply with all applicable sanitation, health, fire and safety standards. (You must provide Hand Sanitizer at your booth)

(2) Authorized personnel (MCCS, Fire Marshall, Safety, Medical) may inspect each booth on the day of the event to ensure compliance with regulations.

(3) If any violations are found and cited by the authorized personnel or Event Coordinator, unless the violation is corrected, the vendor may be asked to leave the site and may not be given a refund.

d. Self-Sufficiency.

Vendors must provide their own change fund; supplies such as tables, chairs, trash cans and bags; and other items necessary to conduct their activities.

e. Clean-up

(1) Vendors will ensure that their booth and the surrounding area is kept in a state of cleanliness at all times.

(2) Vendors are responsible for taking refuse with them at the completion of the event.

f. Security

(1) Vendors are responsible for the security of their own property.

(2) MCCS is not responsible for any loss, stolen, or damage that may occur to a vendor's booth.

g. Breakdown

(1) Vendors must clean and secure their area within 30 minutes (1830) hour after closure of event.

h. Disputes with Event Customers

(1) In the event that there is any sort of dispute, disagreement, or altercation between a vendor and a customer at the event, the vendor must *immediately* contact MCCS personnel managing the event.

(2) Under no circumstances should any vendor get into any protracted dispute or physical altercation with any customer.

i. Non-compliance with MCCS Staff

(1) If a vendor disregards a warning from MCCA staff, safety representatives, Fire, etc. about event regulations, the vendor will be asked to leave and will not be given a refund. In the event that a vendor does not comply with MCCA's request to leave the event, law enforcement will be contacted.

(2) In the event a vendor is asked to leave or has to be removed from an event, MCCA reserves the right to deny participation from any future requests by this vendor.

5. Prohibited Items

a. New Items. New items which are still in the original packaging, sale tags, etc., may be sold at the OBBM provided those items are personal property, which are solely due to the presence of the owners in Japan, and held in Japan for **a minimum of 6 months**. Personal property of the following types may not be transferred:

- (1) Tobacco products
- (2) Articles purchased from U.S. Armed Forces
- (3) Commissary Sales Stores
- (4) Clothing Sales Stores
- (5) Base or Post Exchange
- (6) Ship Services Store

b. Food Items. No food items of any kind may be sold or given away, including Meals Ready to Eat, candy, spices, fresh fruits and vegetables, etc. MCCA activities will be permitted to operate food concessions.

c. Arts and Crafts Products that are

(1) Constructed from materials purchased through the Military Exchange system or the Commissary.

(2) Made from materials that were received using the Military Postal Service.

* Handcrafts made using materials purchased from the Japanese economy or purchased from the thrift store may be authorized. Entrepreneurs must have receipts to verify items being used were purchased from the local economy.

d. Explosives. No flammable liquids or gases to include gasoline, Coleman fuel, Sterno cups, etc.

e. Firearms and Weapons. These items include BB guns, pellet guns, paintball guns, spear guns, bows, etc.

f. Ammunition. These items include bullets, pellets, BBs, paintball

pellets, arrows, etc.

g. Pornographic Material. Books, photographs, magazines, art, or music videos that display indecent images or nudity of any kind.

h. Alcoholic Beverages. A liquor or brew capable of being consumed containing ethanol or ethyl alcohol is an alcoholic beverage.

i. Tobacco Products. The term "tobacco product" means any product made or derived from tobacco that is intended for human consumption, including any component, part, or accessory of a tobacco product. These items include, but not limited to cigarettes, cigarette tobacco, roll-your-own tobacco, and smokeless tobacco.

j. Live Animals or Pets. No live animals or pets of any kind are to be sold, given away, or used as prizes at any event.

k. Counterfeit/Imitation of any Copyrighted Items. The sale of counterfeit merchandise, knock-off merchandise that infringes on trademark rights, duplicated audio and video material that infringes on copyrights, and the sale of stolen merchandise are all **strictly prohibited**. These items include handbags, watches, pirated videos, CDs, DVDs etc.

l. Cosmetics. The sale of any cosmetics, skin care products or any other health and hygiene product, such as lotions, toothpaste, shampoos and conditioners, etc., is prohibited.

m. Medication. The sale of any prescription or non-prescription medication is strictly prohibited.

n. Personal Services. Personal services to include Photography, Catering, Hairdressing, etc. Personal services may advertise, book appointments, and display portfolios.

6. Failure to Abide. At the discretion of the Event Coordinator, failure to abide by any of the above may lead to temporary or permanent disbarment from the current and future OBBM events.

7. Event Cancellation

a. MCCS reserves the right to cancel the OBBM if they notify vendors by phone call or e-mail 24 hours prior. A 100% refund or raincheck will be given to the vendor.

b. In the event of the declaration of Typhoon Condition II (TCCOR-2) or other adverse weather conditions, which are deemed likely to damage equipment and/or create unsafe conditions for our patrons, all activities will close immediately.

(1) In the event of closure, the COR will inform the vendors and refunds will be issued.

(2) If the OBBM is canceled prior to the event date or prior to opening on the day of the event and the event is NOT rescheduled, then a full

(100 percent) refund from MCCS Finance or a rain check from the Event Coordinator will be given to the vendors.

b. Vendor cancellations will be addressed on a case by case basis. Generally, when a vendor cancels of their own accord, and for a reason where MCCS is not at fault, no refund will be given. MCCS reserves the right to cancel a vendor's agreement at any time for non-compliance with rules and regulations.

8. Vendor Will Not

a. Represent or permit itself to be represented to the public as an agent or employee of MCCS or the U.S. Government by the use of the name of MCCS or the U.S. Government on letters, bills, signs, or by any other means. The Vendor, its agents and employees are in no sense agents of the United States Government or MCCS.

b. Sell or remove any MCCS or Government-owned property.

c. Engage in or permit gambling or possession or use of any gambling device on the concession premises or elsewhere on the site.

d. Buy, sell, possess, or transfer any form of illegal drugs, or other contraband on the concession premises or elsewhere on the site.

9. Conduct in MCCS Event Complex

a. The vendor will observe and comply with all Complex rules and regulations applicable to contract personnel, including those applicable to the safe operation of vehicles, and will not be present in a location not required for the proper performance of this contract.

b. The Commanding Officer, MCAS Iwakuni; and his designated representatives have broad authority to remove or exclude any person in fulfilling their responsibility to protect personnel and property, to maintain good order and discipline, and to ensure the successful and uninterrupted performance of the Marine Corps mission. In the exercise of this authority, the Commanding Officer and his designated representatives, may refuse to grant personal entry passes or may bar the vendor.

c. The services performed by the vendor, its representatives, agents, or employees will be under the supervision and control of MCCS and the Commanding Officer, and will be subject to the provisions of all applicable regulations or directives now in effect or thereafter promulgated. While in the complex, the vendor is fully responsible for the actions of its representatives, agents or employees and vendor will ensure all representatives, agents, or employees conduct themselves in an orderly and proper manner. In the event such representatives, agents or employees are found to be dressing, acting or behaving in an objectionable manner by MCCS or the Commanding Officer, the vendor will agree to the removal of such representative, agent or employee from the Complex. The vendor will further agree that, after consideration by MCCS and the Commanding Officer and

pursuant to applicable laws and administrative regulations, it will remove any of its employees whose continued employment is deemed by MCCS and/or the Commanding Officer to be detrimental to the security or morale of the United States Marine Corps or against the best interests of the United States.

For more information, please call MCCS Services at 253-6750 or email Services.OMBIwakuni@usmc-mccs.org