



**Canyon Lake Taco Tuesday Vendor Agreement 2017**  
**22200 Canyon Club Drive, Canyon Lake, CA**  
**951-244-6841 ext. 610**



**Hours for Taco Tuesday: 5PM-8:30PM**

**Booth Set Up Time: 3:30PM-5:00PM**

**Booth Prices: \$50 per week or \$400 Package Deal (\$100 Savings!)**

**June 6-August 8 & September 4 (10 weeks total)**

**TERMS & CONDITIONS**

**Vendors who reside outside of Canyon Lake Community must provide a Driver's name to be called into the gate. Each vendor will be allowed to have ONE vehicle called into the community. ALL drivers MUST have a valid driver's license.**

**Payment:**

- a) All contracts must be submitted before event date.
- b) Payment in full due with application.
- c) Payment will only be accepted as per contract, partial payment will not be accepted.
- d) Payments are non-refundable.
- e) Booth space will be assigned when payment is received.

**Display Space:** Each booth is 10'x10' and assignment is at the discretion of the coordinator. The booth coordinator (Activities Department) has the right to request that you relocate or remove any items displayed, if they are deemed unsafe or unsuitable to the public. All demonstrations, displays, sales activities and distribution of marketing materials will be limited to the confines of your booth. Vendors are responsible for their own canopy, table and chairs. Canopies must be secured with weights or sandbags. Displays and products must also be secured. Each booth will be subject to an inspection by the booth coordinator, if found inadequate the vendor may be asked to make necessary modification.

**Use of Booth Space:** The number of booth spaces available are on a first-reserved basis. Set up time is 3:30pm-5:00pm. All displays must be set up and ready for presentation by 5 pm. This agreement for service does not include any required or applicable permits or licenses that may be required to operate a business within Canyon Lake. Any additional licensing requirements may be submitted in conjunction to the Taco Tuesday Vendor Agreement. Sharing of booth space may be permitted, however, must be approved by Booth Coordinator prior to the event.

**Booth Restrictions:** Vendors not assigned to a booth space at the event will be not be permitted to solicit business within the event area. No promotional materials may be handed out outside the perimeters of the booth except from one of the participating vendors to another for networking purposes. Vendors must give full disclosure of every type of product or service that will be provided within the booth space when submitting application to the Activities Department. (Taco Tuesday Vendor Spaces are limited to ONE Solar Company maximum at a time during a Taco Tuesday event.) Some booth spaces may require approval through the Activities Department. The use of any electrical elements, open flame, water elements, burning of incense or essential oil diffusers must be approved by the event coordinator. No electricity or water source will be provided or permitted. Generators are also prohibited. All consumable samples must be sealed and packaged. For example, a vendor cannot open a can of soda and pour into separate containers for sharing, or a candy bar may not be opened and cut into several pieces and distributed. Violators may be asked to shut down the operation, refusal to do so will result in non-participation in future Taco Tuesdays with no refund. Use of illegal substances are strictly prohibited. Smoking within booth space is also prohibited by any vendors or their representatives, smoking is allowed in designated areas ONLY.



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**Event Hours:** Booths must not be left unattended during the event. The CLPOA is not liable for lost or stolen items. All booths must stay assembled until the end of the event. Banners, signs, display items and anything in or around the booth must stay intact until the event is over at 8:30PM.

**Unloading/Loading:** Vendors are able to unload their items near the Sunset Beach sidewalk, however, once unloaded, vendors must relocate their vehicles to the parking lot. **NO PARKING IN THE RED ZONE.**

**Insurance/Liability:** The Canyon Lake Property Owners Association requires all vendors to sign a CLPOA Hold Harmless in order to participate in the Taco Tuesday event.

**Conduct:** If the booth coordinator witnesses or is informed of any illegal activity or derogatory behavior of any vendor, the booth coordinator reserves the right to ask the vendor to leave immediately without a return of fees. Law enforcement and community patrol will be contacted as necessary.

**Miscellaneous:** Fundraisers and special activity must be requested through the Activities Department for approval.

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**Please provide the following information:**

COMPANY: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

Description of items to sell: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Total Weeks Reserved: \_\_\_\_\_ Total Amount submitted: \_\_\_\_\_ (Note: Package Deal saves \$100, must buy all 10 weeks.)

Vendor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*By signing this agreement, vendor & representatives agrees to all of the Terms and Conditions for Canyon Lake's Taco Tuesday Event.



# CANYON LAKE PROPERTY OWNERS ASSOCIATION RENTAL AGREEMENT

## HOLD HARMLESS

Canyon Lake POA (CLPOA) desires to be protected against loss by reason of the temporary use and occupancy of its facilities by special event renters. It is therefore agreed:

- The renter agrees to indemnify CLPOA, its Board of Directors, officers, employees and agents from all losses, liabilities, damages, costs and expenses (including, without limitations, actual attorney's fees, arbitration expenses and litigation expenses) that they, or any of them may incur by reason of the use and occupancy of the CLPOA facilities as set forth above by the renter, its employees, agents, subcontractor, and guests.
- CLPOA shall give the renter prompt written notice on any claim, action or proceeding, which could rise to a right of indemnification under this Agreement. Notwithstanding such notice, CLPOA shall be entitled at its sole discretion either to defend or settle such claim, action or proceeding. CLPOA shall also be entitled to engage, at the renter's expense, independent counsel to advise it with respect to any claim, action or proceeding which gives rise to a right of indemnification under this Agreement.
- Indemnification shall be made by the renter within ten (10) days after receipt from CLPOA of notice describing the nature of claim made and the amount of any loss, liability, damage, cost or expense. All such costs and expenses, which are not paid when due shall, until paid, bear interest from such date at the rate of twelve percent (12%) per annum.

In the event of any litigation among the parties concerning the enforcement or interpretation of this Agreement, including but not limited to arbitration or civil lawsuit, the non-prevailing party (or parties) shall pay any and all reasonable fees and expenses (including attorney's fees, arbitration expenses and court costs) incurred by the prevailing party (or parties) in connection with such litigation.

## AGREEMENT

IN WITNESS THEREOF, the undersigned has executed and delivered this Agreement as of the date shown below.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Renter of the facility - owner of Record/Property Tenant Occupant)

BY: \_\_\_\_\_  
(Printed Name)

ACCEPTED BY CLPOA \_\_\_\_\_ DATE: \_\_\_\_\_  
(Manager)

STAFF INITIALS: \_\_\_\_\_