

# Topanga Days Merchant Vendor Terms & Conditions

## 1. Liability

Neither the Topanga Community Center (TCC) nor any of its officers, agents, employees, general members, volunteers, or other representatives shall be held accountable or liable for any damage, loss, harm, or injury to person or property of the Vendor resulting from fire, theft, water, accident, negligence or any other cause. Vendor agrees to indemnify, defend and protect the TCC against and hold harmless from any and all claims, demands, suits, liability, damage, loss, costs, attorney fees, and expenses which might arise out of any action or failure to act by the Topanga Community Club or any of its officers, agents, employees, general members, or other representatives. This includes, but is not limited to, loss and/or damage and/or theft of property. The TCC reserves the right to refuse any application.

## 2. Commitment

As a merchant vendor at Topanga Days, I am committed to all three days of the fair. The event is rain or shine; no refunds will be offered for a no-show.

## 3. Pre-Approval

If any merchandise that has not been pre-approved shows up on site, I will remove it immediately. I understand that failure to comply will mean booth closure without any refunds. All items for sale must be listed either in this application or in an email to [merchants@topangadays.com](mailto:merchants@topangadays.com) prior to April 30th.

## 4. Booth Space

I understand that the space that I applied for is not guaranteed. I agree to stay within the parameters of the 10' x 10' booth space that I registered for. Failure to comply could result in additional fines, or booth shut-down without a refund. I understand that any structure built for the event must fit the 10' x 10' booth space and be pre-approved by the TCC Board of Directors.

### **5. Canopies and Supplies**

I will provide my own 10' x10' canopy, tables, chairs and decoration. I will also provide my own fire extinguisher for my vending booth, as required by the LA County Fire Department.

### **6. Solicitation**

I understand that no use of bullhorns or other forms of oral solicitation, customer or perceived incentives will be exchanged for business. This behavior is grounds for immediate dismissal, and you will not receive a refund.

### **7. Tickets for me and my staff**

I acknowledge that I will receive 2 vendor passes per day for all 3 days of the event. Any additional passes needed must be purchased at the member ticket price. Please remember that this is a fundraiser for the Topanga Community Center, a 501c3. Event credentials are non-transferrable and are to be used by working staff only.

### **8. Set-up and Teardown**

I understand that there will be a designated time for setting up and tearing down. Vendors must remove all products and equipment at the end of the festival, including their own trash and properly discard in appropriate trash and or recycling receptacles. I understand that I have to arrive early on Monday due to the Memorial Day parade. I understand not to vacate the festival prior to the official closing time of 7pm on Monday, May 26 2025 without express permission of TCC. Violation will result in not being permitted back for future festivals.

### **9. Registration Deadline and Cancellation Policy**

The registration deadline is April 30th. And all fees are non-refundable after May 11th, 2025. If you cancel after this time, 100% of fees paid up to that date are forfeited to the TCC.

The TCC reserves the right to cancel a vendor's registration with a full refund if:

1. If you have not filled out the [Registration Form](#),
2. And/or required documents are not provided within three (3) days of the registration,
3. And/or if the products and/or services sold are in violation of the terms of this document,
4. And/or if the products/services sold are not deemed a good fit within overall vendor offerings,
5. And/or if the vendor has not signed this document, for which a link is provided in the booth purchase receipt.