

DUEL AT DUSK

DUEL AT DUSK VIII – VENDOR APPLICATION

SUNDAY, NOVEMBER 15TH, 2026

11 AM TO 5 PM

TEAM TOUCHE FENCING CENTER

11468 SORRENTO VALLEY ROAD, SUITE A-1

SAN DIEGO, CA 92121

Instructions: Applicants should read this document, complete all the application details and hold harmless agreement, sign* both forms, and email them to the Duel at Dusk VIII Vendor Coordinator, Katherine L. Morse - sales@drakeandmctrowell.com. See details below. Applications must be received no later than Friday, October 9th, 2026 to be considered.

*You may either (1) sign the forms digitally or (2) print the forms, sign them, and scan them.

Overview: Drake & McTrowell presents Duel at Dusk VIII, a festive steampunk parlor event that combines five forms of dueling: Nerf™ Gun Dueling, Tea Dueling, Splendid Teapot Racing, our very own Picnic Basket Battle Royale, and, for the first time, the Game Den. More information on the event may be found at <https://drakeandmctrowell.com/DuelAtDuskVIII>.

Booth Fee: The fee for vendors is \$25 for a 10'x10' space and \$40 for an (approximately) 20'x10' space. If your application is accepted, payment can be made via PayPal or Venmo. Other arrangements may be made by special request.

Vendor Selection: Vendors will be selected at the sole discretion of Drake & McTrowell. Acceptance will be based upon vendor variety and appropriateness to the event. SUBMISSION OF A VENDOR APPLICATION DOES NOT GUARANTEE ACCEPTANCE. An email will be sent to the applicant notifying them whether they have been accepted or not.

Spaces: There are eight 10' x 10' vendor spaces. There are possibly of up to three (approximately) 20' x 10' spaces, which would reduce 10' x 10' spaces. No tables will be provided for the vendor space. The space will be provided "as is," and Drake & McTrowell disclaim all liability for damage caused by or faults in the space provided. Vendors are responsible for all other necessary materials. Vending spaces will be assigned by the Drake & McTrowell. Booth fees include two attendants per booth. Additional attendants must purchase tickets to the Duel at Dusk VIII event. Booths may be shared, but no additional amenities will be provided, and no additional attendants will be provided free admission.

Hours: Vendor setup time is from 8:00 AM to 10:00 AM Sunday, November 15th, 2026. Special arrangements may be made by special request for 5:00 PM to 8:00 PM Saturday, November 14th, 2026. Doors open to attendees at 10:30 AM on Sunday, November 15th, 2026, and the event will run from 11:00 AM to 5:00 PM. Vendor breakdown is from 5:30 PM to 8:00 PM.

Electricity: Vendors who require access to electricity should specify so in their application. The event location has a limited number of electrical outlets. The electricity will be provided “as is,” and Drake & McTrowell disclaim all liability for damage caused by, or faults in the electricity provided. No generators will be allowed.

Taxes, Insurance and Permits: Vendors are responsible for collecting and reporting sales tax, and obtaining all necessary insurance and sales permits. Additionally, submission of a vendor application constitutes an agreement that Vendors will indemnify Drake & McTrowell, their respective members, agents, successors, assigns, employees, and volunteers, against any claim by the relevant taxing agencies regarding a Vendor’s failure to report or properly pay any sales taxes as required pertaining to this event. Additionally, the vendors will indemnify Team Touche Fencing Center, their respective members, agents, successors, assigns, employees, and volunteers.

Refunds: No refunds will be provided. If Drake & McTrowell are notified that a Vendor cannot attend, the booth may be offered to another Vendor for fee.

Banners and Signs: Vendor banners and/or signs are allowed as part of the booth setup. Vendors are allowed to affix banners and signs to the walls so long as they may be supported by removable blue painter’s tape. No other adhesive will be allowed, and the tape must be supplied by the Vendor. Nothing may be hung from overhead structures that are part of the venue. Vendor understands that any banners, signs, and other advertising material is subject to removal by Drake & McTrowell, if the presence of such banners, signs, or other advertising material constitutes a risk to safety, if required by law, and/or if such material violates the event rules or terms of use.

If You Have Questions: Contact the Duel at Dusk VIII Vendor Coordinator by e-mail at sales@drakeandmctrowell.com. If you need to discuss an issue by phone, please indicate that in your email.

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Business Name: _____ Phone: _____

Contact Person: _____ E-Mail: _____

Address: _____

City: _____ State: _____ Zip: _____

Describe items to be sold:

Request electricity

I am interested in a 10'x10' space for \$25.

I am interested in an approximately 20'x10' space for \$40.

Email application to: Katherine L. Morse, sales@drakeandmctrowell.com

Please also include the following in the email for the purpose of marketing, including social media posts:

- Pictures of representative goods
- Links to websites and social media accounts

I hereby affirm that the above information is true and correct to the best of my knowledge. I certify that I have read and accept the information and rules provided with this application. Drake & McTrowell, their respective members, agents, successors, assigns, employees, and volunteers assume no responsibility for any loss, damage, injury, or claim arising out of the applicant's acts or omissions at or pertaining to the Duel at Dusk VIII event. Further, applicant (indemnitor) shall defend and indemnify Drake & McTrowell, their respective members, agents, successors, assigns, employees, and volunteers for the negligence, fault, misconduct, and liabilities caused by applicant (indemnitor) should said negligence, fault and/or misconduct lead to the filing of a claim or legal action.

Signature of Applicant: _____

Printed Name _____ Date _____

DUEL AT DUSK VIII – HOLD HARMLESS AGREEMENT

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It is understood and agreed that the undersigned Vendor, as well as agents, employees, volunteers, successors, and assigns of Vendor, agree to indemnify and hold harmless Drake & McTrowell (David L. Drake and Katherine L. Morse) as well as their respective owners, members, officers, agents, employees, volunteers, and their respective successors and assigns, against and from any and all claims, lawsuits, damages, losses, expenses, and costs associated with participation in the Duel at Dusk VIII event.

Vendor shall be fully responsible to pay for any and all damages to property owned by or within the possession of Drake & McTrowell, its owners, members, officers, agents, employees, volunteers, and their respective successors and assigns, which result from any act or omission of Vendor or Vendor's owners, members, agents, employees, and volunteers. Vendor's liability shall include all losses, costs, damages, or expenses, arising from, out of, or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Vendor or Vendor's owners, members, agents, employees, volunteers and business invitees which arise from or out of the Vendor's occupancy and use of the Team Touché Fencing Center premises, or any part thereof.

Vendor acknowledges that Drake & McTrowell is not responsible for providing insurance covering Vendor's property and that it is the sole responsibility of Vendor to obtain all required or desired insurance, including but not limited to, business interruption and property damage insurance, insuring any losses by Vendor, or damage caused by Vendor's property.

Vendor (Business Name) _____

Address _____

City _____ State _____ Zip _____

Phone _____

Email for confirmation/dismissal _____

Signature _____

Printed Name _____ Date _____