



TURNABOUT BOXING – DUBOIS DAYS

2024 VENDOR APPLICATION & AGREEMENT

June 14 - 16, 2024

Hours:

Friday (14th) 3pm – 10pm

Saturday (15th) 9am – 10pm

Sunday (16th) 9am – 2pm



Location - DuBois City Park

EVENT

The First Annual DUBOIS DAYS CELEBRATION (“DD”, DDC, or “Event”) - presented by TURNABOUT Boxing Inc. and its affiliated, associates, partners, and the like, - is scheduled to take place at the DuBois City Park on June 14th, 15th and 16th. This event will have various forms of entertainment.

ENTITLEMENTS

DuBois Days will provide you (“Vendor”) with the following:

- Agreed Upon Space (subject to terms and conditions below).
- Agreed Upon Amenities (e.g., water, electric, etc.) that are within our control (subject to terms and conditions below).

REQUIRED: Each Food Vendor is responsible for providing its own health permit and a Certificate of Insurance listing TURNABOUT Boxing Inc., Dubois City, DuBois Days, Invictus, and all affiliates, associates, volunteers, and the like as additional insured is. TURNABOUT Boxing Inc. must be given a copy of the updated insurance certificate by May 15 (see: Compliance & Ordinances below). Vendors must also provide PA sales tax license number and safe serve certification number with expiration date as needed.

RENTAL SPACE FEES

(DOUBLE SPACE = DOUBLE PRICE) Double space is defined only as double length, not width. Example, a double 10X10 space would be 10X20. Please check the appropriate box in the application section of this agreement.

| BOOTH FEE | SPACE TYPE |
|------------------|--|
| \$100 | Retail/Promo/ or Activity Space 10’x10’ *Vendor keeps 100% of sales proceeds. Must submit and description of all items being sold. |
| \$500 | Food/Beverage Vendor Space *Vendor keeps 100% of sales proceeds. Vendor is also responsible cost of signage. See below. |
| \$80 | Non-Profit Space 10’X10’ *Vendor must submit a 501(c)(3) certificate with this Agreement. |
| \$0 | Event Package Sponsor *Vendor agrees and adheres to all applicable terms based upon their space usage. Can not transfer space usage to another entity. Activity/Promo space only, please fill out appropriate section below. |



PLEASE NOTE – Vendors may be liable for additional costs for damages and/or a clean-up fee of \$100. All Event Spaces should be left as they were found, and free of trash, properly cleaned and free from damage to grass and/or surrounding sidewalk areas.

The applicable Vendor Space Fee must accompany this application and be submitted in the form of a check, cashier’s check, or money order made payable to TURNaBOUT Boxing Inc., with a memo stating: “DuBois Days Vendor Fee.”: 4563 Rockton Rd. DuBois, PA 15801 – Attn: DuBois Days. Alternatively, the application/agreements for Vendor Space may be emailed, and the fee paid via credit/debit card (we use Square). Note: A 5% processing fee will be applied.

Email: Contact@turnaboutboxing.com

Phone: 814-661-9400

All Agreements and Applications are due by Wednesday, May 15, 2024.

CANCELLATION BY VENDOR

As occupancy of the Event space is the essence of the Agreement, no refunds shall be made in connection with any Rental Space Fee after the acceptance of said fee by TURNaBOUT Boxing Inc, except as otherwise provided in the Agreement.

FORCE MAJEUR

All parties understand that this is an outdoor event, and this event will take place rain or shine. As such, all parties knowingly accept the associated risks with the understanding that no refunds will be given under any circumstances.

In case of cancellation of the Event, cancellation of entertainment, attractions, or the like, or unavailability of the Event Space for specified use due to war, governmental action or order, act of God including, but not limited to, weather, fire, strike, labor disputes, or any other cause beyond the TURNaBOUT Boxing or DuBois Days control, this Agreement shall terminate, and the Vendor shall be entitled to the return of the Rental Space Fee for the Event Space less an amount equal to the total costs and expenses incurred by the TURNaBOUT Boxing and DuBois Days in connection with the overall event and preparation of Vendor’s Event Space.

Refund of the Rental Space Fee (or a portion thereof, as applicable) as provided in this section, shall be the exclusive remedy of the Vendor against the TURNaBOUT Boxing and DuBois Days, as well as its representatives, employees, agents, invitees, licensees, affiliates, and all other related parties in the case the Event is canceled or rescheduled or the Event Space is unavailable for use. In case of damage to the Vendor through war, governmental action or order, act of God, including, but not limited to, weather fire, strike, labor disputes, or any other cause beyond the TURNaBOUT Boxing or DuBois Days control, the Vendor expressly waives all liability and completely releases and holds harmless TURNaBOUT Boxing, DuBois Days, DuBois City, and its affiliates, associates, volunteers, or the like of and from any and all claims for damage to person and property and agrees that the TURNaBOUT Boxing, DuBois Days, DuBois City, and its affiliates, associates, volunteers, or the like shall have no liability whatsoever.

SALE OF PRODUCT

Vendors are responsible for all their transactions, sales taxes and personal cash needs. All prices must conform to the listed prices on the accepted Application. Only products on the Application can be sold.



CHARACTER OF EXHIBITS

TURNaBOUT Boxing and DuBois Days reserves the right to prohibit the display of any article that, in its sole discretion, that it determines is not in keeping with the nature and character of the Event.

Vendors must submit with the Application and description of the display area, cart, or booth intended for use during the Event. If approved, Vendor will receive written notification of approval of their application.

Vendors may NOT utilize adjacent space or areas outside of the designated Event Space regardless of whether or not the adjacent space is being used.

BEVERAGES

ONLY FOOD VENDORS ARE PERMITTED TO SELL BEVERAGES OF ANY TYPE.

RULES AND REGULATIONS

Should Vendor fail to strictly adhere to and follow the Rules and Regulations set by TURNaBOUT Boxing Inc. and DuBois City, then Vendor shall be in default under this Agreement and TURNaBOUT Boxing may immediately terminate this Agreement upon notice to Vendor. In the event of a default by the Vendor, the Vendor shall forfeit as liquidated damages the Rental Space Fee, regardless of whether or not TURNaBOUT Boxing enters into a further lease for the Event Space involved. Said damages are agreed to and in no way constitutes a penalty, but rather a reasonable estimate of TURNaBOUT Boxing's damages which are incalculable with any degree of certainty.

SPACE ASSIGNMENTS

TURNaBOUT Boxing and DuBois Days has complete control of Event diagrams and space assignment. TURNaBOUT Boxing and DuBois Days reserves the right to make modifications on Event diagrams which are believed to be accurate but only warranted to be approximate. Further, TURNaBOUT Boxing and DuBois Days reserves the right to assign space(s) in such a manner as it deems appropriate in its sole and absolute discretion, notwithstanding the foregoing, and can make modifications as it deems appropriate in the best interest of the event.

ASSIGNMENT, SUBLETTING OF EVENT SPACE

No Vendor shall assign, sublet or share the Event Space allotted to such Vendor without the knowledge and prior consent of TURNaBOUT Boxing and DuBois Days. No products, parts, accessories or other goods, souvenirs, catalogs, etc. bearing names or other forms of advertising other than that of the Vendor may be displayed. No firm or organization not assigned an Event Space shall be permitted to solicit business within the Event areas.

USE OF SPACE

TURNaBOUT Boxing and DuBois Days reserves the right to restrict Vendor exhibits which, because of safety, noise, method of operation, materials or display, in the opinion of TURNaBOUT Boxing and DuBois Days, may detract from the general character of the Event as a whole. Accordingly, TURNaBOUT Boxing and DuBois Days may, at its sole discretion, prohibit such exhibits from being kept or utilized by Vendor in or around the Event area, in which event Vendor shall immediately remove such exhibits as directed by TURNaBOUT Boxing and DuBois Days. TURNaBOUT Boxing and DuBois Days reserves the right to prohibit any equipment that is deemed unsafe or appears to be unreasonable in TURNaBOUT Boxing and DuBois



Days judgment. All equipment and heavy machinery must be cleared and approved in writing and in advance by TURNABOUT BOXING, DUBOIS DAYS, AND DUBOIS CITY. **All demonstrations or promotional activities must be confined within the limits of the Vendor Event Space.** Demonstrations or activities that cause annoyance to neighboring Vendors such as flashing lights or noise or result in obstruction of walk space or prevent ready access to a nearby booth will not be permitted. **Stakes, spikes or other pointed objects exceeding a length of six inches may not be driven into the ground absent clearance and approval.**

COMPLIANCE & ORDINANCES

To ensure the safety of all participants, fire regulations, health and all other applicable ordinances must be strictly observed. In addition, all requirements imposed upon Vendor by the TURNABOUT Boxing, DuBois Days, and DuBois City must be strictly complied with by Vendor. **If you are a Food Vendor, you are responsible for obtaining a health permit by May 15, 2024.**

REQUIRED: Each Food Vendor is responsible for providing its own health permit and a Certificate of Insurance listing TURNABOUT Boxing Inc., Dubois City, DuBois Days, Invictus, and all affiliates, associates, volunteers, and the like as additional insured is. TURNABOUT Boxing Inc. must be given a copy of the updated insurance certificate by May 15 (see: Compliance & Ordinances below). Vendors must also provide PA sales tax license number and safe serve certification number with expiration date as needed.

Please mail or email to:

Address:

TURNABOUT BOXING
ATTN: DUBOIS DAYS
4563 Rockton Rd.
DuBois, PA 15801

Email: Contact@turnaboutboxing.com

TURNABOUT Boxing and DuBois Days must have a copy of your permit on file by May 15, 2024.

Food Vendors are required to have the original copy of their health permit posted on their booth during the event. Any Vendor found selling contaminated, unfit, or illegal items will be suspended from selling at the Event and may be asked to leave immediately without refund of Vendor Fee. All Vendors must wear shirts and shoes. Unlawful drug/alcohol possession will not be tolerated. No pets are allowed in Event Space.

LIABILITY & INSURANCE

In no event, TURNABOUT Boxing, DuBois Days, DuBois City, nor their representatives, contractors, corporate sponsors, affiliates, associates, or the like of the event be responsible for any injury, loss nor damage that may occur to the Vendor's employees, agents, contractors, representatives, or property from any cause whatsoever. It is the Vendor's responsibility to protect machinery, perishables, and exhibits so that no injury will result to the public visitors, guests, or persons, or property. If property does not appear to be properly maintained, it will be promptly withdrawn from the Event site. All property of the Vendor, including



food-stuffs and other perishables is understood to remain in Vendor's care, custody and control in transit to, from, or within the confines of the Event area subject to the Rules and Regulations. The Vendors, on signing the Agreement expressly release, hold, keep, save harmless and indemnify the foregoing persons and entities, named organizations and committees, and individuals from and against all claims for such a loss, damage, or injury. Vendors must carry appropriate insurance through such carriers and containing such limits, terms and conditions as TURNaBOUT Boxing, DuBois Days, or event sites may require and shall deliver to TURNaBOUT Boxing and DuBois Days copies of all such policies of insurance and/or certificates thereof as either TURNaBOUT Boxing, DuBois Days, or Event sites may request.

VENDOR HEREBY AGREES TO AND UNDERSTANDS THE CONTAGIOUS NATURE OF COVID-19 AND VOLUNTARILY ASSUMES THE RISK(S) OF PARTICIPATION IN THE PROGRAMS, SERVICES, EVENTS OR FACILITIES OPERATED BY TURNaBOUT BOXING, DUBOIS DAYS, DUBOIS CITY, AND ITS AFFILIATES, ASSOCIATES, AND THE LIKE, WHICH INCLUDE THE RISK OF BECOMING EXPOSED TO OR INFECTED BY COVID-19.

INSTALLATION OF EXHIBITS

Load in for all Vendors will be as follows:

- Between the hours of Noon and 9pm Thursday, June 13th OR Between the hours of 7am and 2pm Friday, June 14th
- All vendors MUST BE completely set up by 3pm on Friday, June 14th. Failure to set up within the timeframe may result in the vendor losing its Event Space.
- TURNaBOUT Boxing, DuBois Days, and its affiliates, associates, volunteers, representatives, or the like shall not be responsible for any lost, stolen, damaged, or missing items. Vendor hereby waives and releases TURNaBOUT Boxing, DuBois Days, its affiliates, associates, volunteers, representatives, and the like from any and all claims therefrom.

Hours of operation are as stated on the front page and are subject to terms and conditions within this agreement.

Load Out will commence starting at 2pm on Sunday, June 16, 2024. Vendor may request to close down early only if the vendor is completely sold out of merchandise, food, or materials. Vendor may not load out until the crowd has completely cleared from the event and load out may not disrupt the event in any capacity. Any remaining items left by the vendor after 11:59pm on Sunday, June 16th will become property of DuBois Days and Dubois City to dispose of at their discretion.

Vendors are required to leave their area free of litter and debris and must leave the area in the same condition it was in prior to setup.

ADDITIONAL POWER NEEDS

Each Vendor requesting electrical supply must provide their own or request service. A connection fee of \$25 will be assessed and must be paid, and vendors must bring their own extension cord to connect. Hookups are limited as are connection locations. TURNaBOUT Boxing and DuBois Days reserves the right, at their sole discretion, to prioritize as needed to facilitate the success of the overall event. Vendor agrees that TURNaBOUT Boxing and DuBois Days will not be responsible should power not be available, whether said cause is or is not beyond event organizers control. Vendor agrees that the sole remedy is a refund of their \$25 connection fee. Note: If a vendor uses a generator it must be of the quiet variety. Vendor agrees that TURNaBOUT Boxing and DuBois Days may, and its sole discretion, request the shutdown of a generator



if an issue with noise arises.

Additional power requests the day of the Event may not be available, and if so, they will be charged at a premium.

AMENDMENTS

The TURNaBOUT Boxing reserves the right to make changes to these rules and regulations contained in the Agreement as TURNaBOUT Boxing sees fit.

Vendor hereby agrees that Vendor and its employees, agents, affiliates, associates, representatives, and the like will abide by the terms provided in this Agreement and any additions and/or amendments, which TURNaBOUT Boxing shall make to this Agreement, and that it will remain a Vendor, for purposes of this Agreement, as long as it maintains strict compliance with the terms of this Agreement, understanding that said terms have been formulated and adopted in the best interest and for the protection of the Vendors collectively as well as TURNaBOUT Boxing and its affiliates, associates, volunteers, representatives, partners, and anyone or any entity associated with TURNaBOUT Boxing in any capacity. In any interpretation of this Agreement, TURNaBOUT Boxing reserves the right to accept or reject any reservation for any reason whatsoever determined to be in the best interest of TURNaBOUT Boxing and DuBois Days.

The Rental Space Fee will be refunded to the Vendor should the Application be initially rejected by TURNaBOUT Boxing and DuBois Days. Vendor's payment in full must accompany this Agreement and the Application. Once an Application and Agreement are accepted by TURNaBOUT BOXING and DuBois Days, Vendor will be notified with a signed copy of this Agreement and the Application, returned as acknowledgement of TURNaBOUT Boxing's and DuBois Days acceptance and of reservation of the Event Space and receipt of the Rental Space Fee.

FOOD VENDOR SIGNAGE

Vendors may use banners or signage, but it must be restricted to their space in limited number. It may not impede the operation or visibility of other vendors, nor may it be an obstacle or safety hazard for event attendees. TURNaBOUT Boxing and DuBois Days reserves the right, at its sole discretion, to require the removal or adjustment of signage or banner usage and/or placement. Failure to comply could result in being required to leave the event absent refund.

Vendors are prohibited from altering menu items or prices throughout the entire duration of the Event. Please ensure that all menu items and prices are correctly spelled and listed on the application.



2024 VENDOR APPLICATION

Contact Name: _____

Business/Organization: _____

Mailing Address: _____

Phone Number: _____

Email Address: _____

Website: _____

Please select type of Event Space and Fee below. **PLEASE NOTE: Requests are not guaranteed and are dependent on space and availability. TURNABOUT Boxing and DuBois Days reserves the right to place Vendors at their sole discretion based on these, and other factors.**

Retail/Promo/ Activity Space 10'x10'(\$100): You are requesting to sell and keep 100% of proceeds, or provide an activity at your booth space.

NEED DOUBLE SPACE (SEE: RENTAL SPACE FEE ABOVE FOR RATE): YES ___ NO ___

Event Package Sponsor (Hero/Champion/Advocate/Friend): YES ___ NO ___

YOU MUST REVIEW LOAD IN/LOAD OUT INFORMATION LISTED ABOVE (See: INSTALLATION OF EXHIBITS)!

Describe items being sold and/or proposed activity:

Item _____ @ \$ _____
Item _____ @ \$ _____
Item _____ @ \$ _____
Item _____ @ \$ _____
Item _____ @ \$ _____
Item _____ @ \$ _____

Proposed Activity/Items: _____



Food/Beverage Vendor Space (\$500): You are requesting a premium spot to sell and keep 100% of proceeds.

NEED DOUBLE SPACE (SEE: RENTAL SPACE FEE ABOVE FOR RATE): YES ___ NO ___

Length and width of food trailer in feet: L _____ W _____

What side do you serve from: Front ___ Left ___ Right ___

YOU MUST REVIEW LOAD IN/LOAD OUT INFORMATION LISTED ABOVE (See: INSTALLATION OF EXHIBITS)!

Describe the type of food/beverage you are selling and pricing. ONLY FOOD VENDORS ARE PERMITTED TO SELL BEVERAGES OF ANY TYPE:

| | |
|------------|------------|
| Item _____ | @ \$ _____ |
| Item _____ | @ \$ _____ |
| Item _____ | @ \$ _____ |
| Item _____ | @ \$ _____ |
| Item _____ | @ \$ _____ |

Non-Profit Space (\$80): Vendor must submit a 501(c)(3) certificate with this Agreement.

NEED DOUBLE SPACE (SEE: RENTAL SPACE FEE ABOVE FOR RATE): YES ___ NO ___

YOU MUST REVIEW LOAD IN/LOAD OUT INFORMATION LISTED ABOVE (See: INSTALLATION OF EXHIBITS)!

Describe your organization and the intended use of the space:

Do you have additional electrical needs/hookups for equipment, displays, etc.?

Yes ___ No ___

***If yes, please contact us and remit the \$25 connection fee along with your vendor space payment.**

VENDORS – I have read and understand load in and load out dates, times and procedures (Initial): _____

REQUIRED: Each Food Vendor is responsible for providing its own health permit and a Certificate of Insurance listing TURNABOUT Boxing Inc., Dubois City, DuBois Days, Invictus, and all affiliates, associates, volunteers, and the like as additional insured is. TURNABOUT Boxing Inc. must be given a copy of the updated insurance certificate by May 15 (see: Compliance & Ordinances below). Vendors must also provide PA sales tax license number and safe serve certification number with expiration date as needed.



SIGNED AND AGREED

VENDOR:

TURNaBOUT BOXING:

Business/Organization

Signature

Print Name

Title

Date

Signature

Print Name

Title

Date

Return ALL pages of this application, initialed and signed, TURNaBOUT BOXING AND DUBOIS DAYS with payment.

Return via email:

CONTACT@TURNABOUTBOXING.COM

Return via mail:
TURNaBOUT BOXING
ATTN: DUBOIS DAYS
4563 ROCKTON RD.
DUBOIS, PA 15801

***NOTE: VENDOR SPACE IS NOT CONFIRMED UNTIL PAYMENT IS RECEIVED.**





Vendor Agreement Amendment Notification

It has come to our attention that a typo in the vendor agreement language exists on page 5, under “Installation of Exhibits.” In the 3rd bullet point the word “not” was inadvertently omitted in the original agreement, and was to be included, something the second sentence confirms. This message is to notify all vendors that the following amendment has been made and applies to this agreement, and by participating in the event you agree to the following:

“INSTALLATION OF EXHIBITS

Load in for all Vendors will be as follows:

- Between the hours of Noon and 9pm Thursday, June 13th OR Between the hours of 7am and 2pm Friday, June 14th
- All vendors MUST BE completely set up by 3pm on Friday, June 14th. Failure to set up within the timeframe may result in the vendor losing its Event Space.
- TURNABOUT Boxing, DuBois Days, and its affiliates, associates, volunteers, representatives, or the like shall not be responsible for any lost, stolen, damaged, or missing items. Vendor hereby waives and releases TURNABOUT Boxing, DuBois Days, its affiliates, associates, volunteers, representatives, and the like from any and all claims therefrom.

Hours of operation are as stated on the front page and are subject to terms and conditions within this agreement.

Load Out will commence starting at 2pm on Sunday, June 16, 2024. Vendor may request to close down early only if the vendor is completely sold out of merchandise, food, or materials. Vendor may not load out until the crowd has completely cleared from the event and load out may not disrupt the event in any capacity. Any remaining items left by the vendor after 11:59pm on Sunday, June 16th will become property of DuBois Days and Dubois City to dispose of at their discretion.

Vendors are required to leave their area free of litter and debris and must leave the area in the same condition it was in prior to setup.”

Thank you,

Gregg Gillaugh

TURNABOUT Boxing - DuBois Days Event

