

Mid-Michigan Renaissance Festival's Enchanted Forest

2017 Entertainment Information

June 10th & 11th, 17th & 18th, 24th & 25th 2016

Saturdays & Sundays from 11 AM - 6 PM

PLEASE READ THE CONTRACT, APPLICATION & MERCHANT INFORMATION CAREFULLY BEFORE SIGNING. THIS PAGE IS YOURS TO KEEP.

Complete application postmarked before April 1st, 2017:

Please include the following items with your application: A 10 minute video of your show/act is required for review/acceptance purposes, as well as photos of your costumes, show, act and banner/flag. Video & Photos become property of Mid-Michigan Renaissance Festival and may be used for promotional purposes. A minimum of 3 references/reference letters. These will be checked and contacted. Completed and signed application form and signed contract.

Terms: Be prepared for all weather conditions (rain or shine). We open each day regardless of weather. All cars must be off the faire site by 10:00 A.M. each day of the faire. We ask that you please keep in mind that this is a FAMILY show and there will be children on the premises it all times. If your show contains "ADULT CONTENT" you must have a sign displayed at your stage at all times. If your show/act is accepted, you will receive a welcome letter and contract via US Mail or Email.

Requirements: Mid-Michigan Renaissance Festival Entertainment committee will jury all Entertainment for appropriateness of the content, and costumes by April 1st, 2017. All Acts will be considered for appropriateness to the faire, uniqueness, and quality. Should we find your show not suitable, Mid-Michigan Renaissance Festival has the right to reject the applicant outright or request changes to the show or costumes. If we deny your application, you will be notified as to the reason of the rejection. If your application to Entertain is accepted, you will be informed via US Mail or Email. There can be no changes to your show or costumes after approval by the committee.

Weapons policy: Only acts that apply for and receive special permission to use weapons through Mid-Michigan Renaissance Festival are allowed to use weapons. The Entertainers are responsible for the safety of their audience and Actors. Please make sure that there is always a safe distance between the act and the audience.

Stages: All stages will be set up prior to your arrival. You will only be required to clean up after yourselves to make the stage ready for the next entertainer(s) that will be using it. Please use professional courtesy at all times.

Returning Shows/Acts: All returning shows are required to complete the application process again minus the video/photos as long as their show has not changed. If the show has changed, then video/photo's or scripts are required.

Passing the Hat: We completely understand as performers that you deserve to be paid what the audience feels you are worth understanding that we encourage you to have you pass the hat during your performance for tips.

Power/Electric/Water: Mid-Michigan Renaissance Festival has minimal power. This is a primitive event so we will not be able to supply a lot of power. You must make your own arrangements for any generator that you are going to need. MMRF will not be held responsible for the fuel for the generators. Any generator use must be approved by MMRF directors. Water is available at the ticket booth and near the food court. It has been tested and certified by the Health Department of Tuscola County.

Drugs and Alcohol: Mid-Michigan Renaissance Festival is **not** an alcohol free site. However we do require that all entertainment please refrain from the use of alcoholic beverages until after the festival day has ended (6:00 pm). We also have a zero tolerance for any kind of narcotic or federally illegal drugs, whether for recreation use or medicinal, if any is found the vendor will immediately be asked to leave immediately. If any federally illegal drug use is suspected MMRF will address the situation, if a second incident occurs authorities will be contacted.

Camping: There is limited tent and camper camping available at the site free for entertainment. However if you require electricity we do ask that you consider our electrical costs in your fee. We have limited access to electric and will honor it on a first come first serve basis. Fee Camping is available at other locations. Please reach out to local hotels and camp grounds for rates.

Booth/Pavilion/Tent Requirements: Mid-Michigan Renaissance Festival is always interested in trading Vendor/Artisan/Merchant Rental space for a discount on any entertainment fees. Please indicate on your application if this is something you are willing to work with. All "E-Z Up" tents and modern pavilions shall have the legs and support structure of the tent covered with vines, ribbons, flowers or fabric. Please refrain from using plastic tarps. Canvas and other period materials are acceptable. Please be advised that vehicular traffic to your merchant booth may not be possible.

Depending on weather and road conditions the roads may not be passable.

Weekend Themes: Only qualifying "Themed" Entertainment will be considered for an individual weekend Performance:

- June 10th & 11th 2017: When Worlds Collide (Steam Punk, Cosplay, Video Games and everything in between)
- June 17th & 18th 2017: Magic and Mysticism (Fairy Tales, Belly Dancing, Palm reading and Art)
- June 24th & 25th 2017: Pillage the Village (Pirates, Vikings, Scallywags and Wenches)

Disclaimer:

I understand that neither Mid-Michigan Renaissance Festival, it's staff, volunteers and their affiliates will be held liable in the event of loss or damage to stage area, stock or vehicle during, before or after faire hours. Entertainers should obtain their own liability insurance to meet their needs. I also understand that by signing this application I am, without payment to me or anyone helping in my show, granting Mid-Michigan Renaissance Festival the right to use for all promotional, educational and other purposes to promote the faire any photo, video or other reproductions of any image in which we appear. By filling out the application below I accept all the terms and conditions listed above.

Please fill out the following documentation and keep this page for your records. Thank you very much and we hope to see you soon in the Enchanted Forest.

Mid-Michigan Renaissance Festival's Enchanted Forest

2017 Entertainment Application

June 10th & 11th, 17th & 18th, 24th & 25th 2016
Saturdays & Sundays from 11 AM - 6 PM

Name _____ Business Name _____

Address _____ City _____ St _____ Zip _____

Phone (____) _____ Email _____

Checks payable to: _____ Will you be selling CD/Video? Yes _____ No _____

* ENTERTAINMENT TYPE:

Circle Performance Style: Musical/Singing Dance Combat Acrobatic Comedy Other

Lane Entertainer: _____ Stage Entertainer: _____ Tavern Entertainer: _____ Theme Entertainer: _____

Description of Show: _____

Will you have any **HAZARDOUS MATERIALS** on site? (i.e: swords, fuel) Yes _____ No _____

Does your show require electricity: Yes _____ No _____

How many performances per day would you like to do: _____

* BOOTH RENTAL:

Will you require a Vendor Booth: YES NO

Space you require: 15 X 15 FT space (\$200 Value): _____ 10 X 20 FT space (\$260 Value): _____

Will you have **HAZARDOUS MATERIALS** on site? (i.e: generators, gasoline, propane, etc.) Yes _____ No _____

If yes please describe: _____

Merchandise to be offered: _____

Please remember you may be asked to refrain from or limit items so that there will be no duplications of products being offered to assure a larger variety of items available to the public. Any items not listed or approved you will be asked to remove them. *We reserve the right to limit items being offered to insure this variety for the public.*

* CAMPING: Limited camping and electricity is available & will be honored on a first come first serve basis.

How many days you will be camping: _____ Will you need Electricity: _____

Entertainer passes are limited to entertainers that are actually performing and 2 assistants. Please provide complete name for each person. Additional Assistants will be required to purchase an entertainment pass for \$5.

Name of Assistant _____ Name of Assistant _____

Pay Requirements: \$ _____ a weekend Pay Preference: (Please circle one) WEEKLY END OF RUN

Signature: _____ Date: _____

Additional Notes for MMRF: _____

Please sign this application, sign the contract, and mail along with any photos (returning merchants that have not changed their merchandise, do not need to send photos), advertising request (see below for rates), a Copy of Insurance Coverage, SASE, and a check or money order payable to "Mid-Michigan Renaissance Festival" to:

Mid-Michigan Renaissance Festival
Attn: Entertainment Committee & Review
5120 Maple Road
Frankenmuth, MI 48734

Application must have signed contract and liability waiver to be considered. If missing the application will not process.

For Mid-Michigan Renaissance Festival Administrative use only:

2017 Application sent on: _____

Date received: _____

Returning Entertainment: _____

Entertainer Type: _____

of Performances: _____

Stage Assigned: _____

Pay Amount: _____

Pay Schedule: _____

2017 Lane/Stage/Street Entertainment

The terms and provisions of this Mid-Michigan Renaissance Festival's Enchanted Forest Contract ("the Contract") dated _____, between the Mid-Michigan Renaissance Festival ("MMRF") and _____ ("Entertainer").

1. The parties to this Contract intend the relationship between them to be one of an independent contractor and customer. No employee, agent, servant, representative or contractor of Entertainer shall be, or shall be deemed to be, an employee, agent, servant, representative or contractor of MMRF. The manner, means and methods of providing the services contemplated in the Contract are to be under the sole direction and control of the Entertainer, with the exception of Entertainer's departure and arrival times. None of the benefits provided by an employer to its employees, including but not limited to any wages or compensation, workers' compensation insurance or unemployment insurance shall be available from or through MMRF to Entertainer or the employees, agents, servants, representatives or contractors of Entertainer at any time. Entertainer represents and warrants that it has in place and will maintain in effect throughout the contract term insurance in an amount sufficient to cover Entertainer and its employees, agents, servants, contractors and representatives who are performing Entertainer's obligations arising out of the Contract, including but not limited to sufficient coverage for work-related injuries sustained by Entertainer's employees, employers' liability coverage, auto liability coverage and general liability coverage.

2. Entertainer shall remain liable for the acts of its agents, servants, employees, representatives and contractors during the performance of any of Entertainer's obligations arising under the Contract and during any travel to and/or from the MMRF. Entertainer hereby undertakes and agrees to indemnify, defend and hold harmless MMRF and its affiliates, successors, assigns, employees, agents, servants, contractors, representatives, officers and trustees, in their individual and official capacities, from any and all losses, claims, demands, expenses, damages (including loss of use), judgments, costs (including attorney fees), actions and causes of action arising out of the negligence or intentional acts or omissions of Entertainer or its employees, servants, agents, contractor or representatives, and shall defend any suit or action brought against them, or any of them, based on any such alleged injury (including death) or damage and shall pay all damages and claims resulting therefrom.

3. Entertainer agrees to comply with all local ordinances and codes, applicable state and federal statutes and regulations, whether existing or in the future, in performing its obligations arising out of the Contract. Entertainer agrees to deduct, pay and remain solely responsible for any necessary workman's compensation insurance premiums, income taxes, required withholdings, unemployment insurance premiums, agent's fees or commissions, or union dues arising out of the performance of Entertainer's obligations arising under the Contract, and Entertainer will hold MMRF harmless against any such expenses, fees, commissions, and/or alleged violation(s) of any local ordinances, codes, statutes and/or regulations, as well as against any claim(s) by any Union(s) and/or Agent(s) for benefits, fees, commissions, dues, or other payments arising out of or resulting from the performance contemplated herein.

4. Entertainer represents and warrants that in performing its obligations under the Contract it is not and will not be infringing upon any property right, patent right, or other legal right of any person or entity; and, if any suit is brought or claim is made by anyone alleging that Entertainer (or anyone in conjunction with the ownership or presentation of the performance by Entertainer) is infringing upon or violating any property right, patent right or other legal right by performing the services contemplated herein, then Entertainer will indemnify, defend and hold harmless MMRF against and from any and all loss, claim, damage, cost, attorney fees or other loss whatsoever.

5. Unless otherwise agreed by the parties in writing, Entertainer shall provide all necessary equipment for the performance at Entertainer's sole expense. MMRF is not responsible for any equipment unless otherwise specifically provided for in this Agreement. Entertainer shall be prepared to begin the performance precisely at the date and time set forth on this Contract. Any required setup shall be completed by Entertainer in advance of said date and time.

6. If an Act of God, nature, war, riots, epidemics, strikes, an act (or order) of public authority, on-sight mechanical difficulties (e.g., a power failure) or other legitimate causes beyond the control of the parties should render the performance contemplated by the Contract impossible, the parties shall not be liable to one another for any damages they sustain.

7. If any actions by Entertainer or Entertainer's employees, agents, servants, or representatives are in conflict with any policies, rules or regulations of MMRF while Merchant is on MMRF property, and Entertainer or its employees, agents, servants or representatives fail or refuse to correct the same upon verbal notification by MMRF, then MMRF shall have the right to immediately terminate the performance and cancel the Contract with no liability whatsoever. Entertainer(s) and Entertainer's employees, agents, servants and representatives shall not be under the influence of any intoxicating beverages, narcotics or drugs at any time during the business hours (11:00 am. - 6:00 pm.). Any violation of this provision will result in immediate termination of the Contract by MMRF with no liability whatsoever.

8. Any damage to MMRF property or any rented equipment which results from the acts or omissions of Entertainer and/or its employees, Agents, servants, representatives or contractors shall be the responsibility of Entertainer and payment for any such damage shall be made by Entertainer within thirty (30) days of written notification of the damage by MMRF.

9. In signing the Contract, the undersigned parties hereby represent and warrant that they are duly authorized representatives of the person or entity for which they sign and legally entitled to enter binding contracts on its behalf; that they have read this entire document; that they understand the terms and provisions of this document; that they know this document will affect their legal rights and/or those of the person or entity they represent; and that they have signed this document knowingly and voluntarily.

10. Since the essence of the Contract concern the specific individuals and the unique personalities and talents of Entertainer. Therefore only the merchandise agreed upon is permitted to be sold by the Entertainer. If at any time MMRF finds items that were not agreed upon being sold by the Entertainer shall result in the immediate termination of the Contract by MMRF with no liability whatsoever.

11. The Entertainer is required to be present for **all three weekends** of MMRF and able to perform. Failure to do so will immediately sever contact between MMRF and The Entertainer, and the Entertainer agrees to pay a fee of \$100 to MMRF as a violation/abandonment fee and is due 30 days after the close of the season.

12. All cars must be off of the faire site by 10:00 am each day of the faire. You may also want to bring your own push cart or other means of transportation for transporting your props to and from your stage area.

13. The Entertainer DOES NOT have permission from MMRF for the use of weapons during the show. Only those who apply for and receive special permission to use weapons through MMRF are allowed to use said weapons. The Entertainer is responsible for the safety of their patrons. The Entertainer is responsible to make sure that the weapon is peace tied and or secure and away from the public when not in use. Any injury to any patron during their visit to the Entertainer's show is the responsibility of the Entertainer.

14. This contract is for _____ number shows a day at a pay of \$ _____ a day. Fees will be paid per the designation of the submitted application. Payment will be issued on or after 7:00 on the agreed upon day.

15. If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this Agreement; or the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

16. The merchant assumes all responsibility for the rented area including "Set up", "Tear down" and "Clean up" of rented AND/OR Camping area. Merchant will remove all trash and/or garbage out to the designated dumpster at the end of business each fair day DO NOT DEPOSIT VENDOR TRASH INTO THE TRASH CANS. Failure to comply with the correct removal of garbage will accrue a \$20 a day clean up fee that will be charged to the vendor. Failure to pay clean up fee will result in the Merchant application being revoked and no refund for the rental will be issued.

17. You may set up at your leisure however you are allowed a one hour unload time and then the vehicle must be move off the lanes and you can return to set up your space. Be aware that all vehicles must be off the MMRF Lanes by 10:00 a.m. each day of the faire. Check in hours will be limited to the following:

- Thursday - 12 Noon – 5:00 p.m. Please call ahead 24 hours ahead and make an appointment
- Friday - 12 Noon – 5:00 p.m. Please call ahead 24 hours ahead and make an appointment
- Saturday - 7:00 a.m. – 8:30 a.m. No need to call ahead sign in with management

I agree to abide the rules including but not limited to, the above listed, verbally given and posted rules of MMRF. I acknowledge that failure to comply will mean a surrendering my merchant and/or camping space with no refund. By signing below I agree to all rules and regulations set forth by MMRF whether in writing, verbally given or communicated in other means. All rules and regulations are subject to change at any time without notice.

Name: _____ Date: _____

MID-MICHIGAN RENAISSANCE FESTIVAL'S ENCHANTED FOREST
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT
2017

IN CONSIDERATION: of being permitted to participate in the MMRF and/or other activities relating to the MMRF in Vassar, Michigan, or elsewhere (hereinafter referred to as the "Festival"). I, for myself, my personal representative, heirs and next of kin:

- HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Festival, the City of Vassar, the Festival Committee, Festival Sponsors and/or all Festival participants and the directors, officers, employees or agents or any of the foregoing (all for the purpose herein referred to as "Releases"), from all liability, to me, my personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to my person or property or resulting in my death, whether caused by the negligence of the Releases or otherwise⁴ while I am observing, working for or participating in the Festival (including, but not limited to, all preparations therefore, the Festival itself, all incidental activities including pre-festival and post-festival activities and the return of the Festival material to storage locations.);
- Hereby agree to indemnify and save and hold harmless THE Releases and each of them from any loss, liability, damage, or cost they may incur due to my presence in any way observing, or working for, or participating in the Festival (including, but not limited to all preparations therefore, the Festival itself, all incidental activities including pre-Festival and post-Festival activities, and the return of the Festival material to storage locations), and whether caused by the negligence of the Releasees or otherwise;
- HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY HARM, DEATH, AND/OR PROPERTY DAMAGE due to the negligence of the Releasees or otherwise while observing, or working for, or participating in the Festival (including, but not limited to all preparations therefor, the Festival itself, all incidental activities including pre-Festival and post Festival activities, and the return of the Festival material to storage locations). I expressly acknowledge and agree that the activities of the Festival (including, but not limited to, all preparations therefor, the Festival itself all incidental activities including pre-Festival and post Festival activities and the return of the Festival material to storage locations) are dangerous and involve the risk of serious injury and/or death and or property damage. I further expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and as inclusive as is permitted by the laws of the State of Michigan and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ AND VOLUNTARILY SIGN THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agree that no oral representations, statements, or inducements apart from the forgoing written agreement have been made and am solely responsible for actions of my relatives/helpers that are working in my booth.

Sign: _____

Sign: _____

Name: _____

Name: _____

Date: _____

Date: _____