

**Mid-Michigan Renaissance Festival's "Enchanted Forest"**  
**2020 Season Vendor Information and Application**  
**Festival Run: July 11<sup>th</sup> – 26<sup>th</sup>, Saturdays and Sundays ONLY from 11 AM – 6 PM**  
Please read the contract, application, & information carefully before signing.

**Terms:** "Vendor" refers to any artisan, merchant, or service provider contracted to participate in the Festival Run. We are open for the dates and times listed above in all weather conditions. We are a child-focused event and all activities should be family-friendly and appropriate for children.

**Requirements:** Mid-Michigan Renaissance Festival (MMRF) vendor committee will jury all applications. Photos of booths, vendor garb, and merchandise are required and should be in the Renaissance event theme; each will be considered for their appropriateness to the Festival, uniqueness, and quality. Vendors utilizing "E-Z Up" style tents or other modern appearing structures will cover or camouflage the frame with vines, ribbons, flowers, and/or fabric. Booth coverings/structures of canvas or period materials are acceptable. Plastic tarps are not permitted. MMRF may request changes to booth, vendor garb, or merchandise; applicants unable to meet those requests may be denied. Denied applications will receive a full refund with notification. Accepted applicants will be notified by May 30<sup>th</sup>, 2020.

**Fees:** Fee schedule available on vendor application. Fees are payable by certified check, business check, or money order made payable to "Mid-Michigan Renaissance Festival" with the Vendor or Vendor business name included. Fees applied to approved applications are non-refundable; a \$50 fee service charge will be applied to the writer of any check denied for insufficient funds.

**PAYMENTS RECEIVED PRIOR TO JANUARY 1, 2020 WILL NOT BE CASHED UNTIL AFTER JANUARY 1, 2020.**

**Availability:** Vendors may rent space on a first come, first served basis, once their applications is accepted and associated fees are paid. Single or double weekend rentals are available on a limited basis and acceptance for such applications may cease without prior notice. Vendors are required to attend all dates for which they have contracted to be present; early termination for any reason will not warrant a refund. Signer of these documents must be in physical attendance with their booth for the Festival run. To reserve a vendor space, completed vendor applications and associated fees must be post marked prior by the May 1, 2020 application deadline. Applications and fees post marked after May 1, 2020 may be denied.

**Food Vendors:** Food vendors must apply for health inspection with Tuscola County; applications submitted prior to March 1, 2020 will be substantially lower than those submitted after that date. Food vendors are required to carry enough stock to supply the needs of the patrons during each day of the Festival run and to have a worker available specifically to run for any needed supplies.

**Set-up/Tear-down:** Each vendor is responsible for having their booth Patron-ready by 10:30AM each day of Festival Run. Please be advised depending on time, weather, road conditions, and other considerations the lanes may be impassable for motor vehicles and such travel to and from your vendor site may not be possible. Vendors are to bring a hand cart or other human powered vehicle for transporting stock and/or trash to and from their booth site. No motor vehicles will be permitted to drive onto the lanes after 9:45AM and **all motor vehicles are to be cleared from the lanes no later than 10:00AM** each day of Festival Run.

**Trash:** Trash receptacles located on the lanes are for the benefit of our patrons. **VENDORS ARE REQUIRED TO TAKE THEIR TRASH DIRECTLY TO THE DUMPSTER LOCATED OUTSIDE OF THE FESTIVAL GROUNDS.** Violators will be charged a \$20 fine per instance. Repeat violators may have future applications denied.

**Utilities:** MMRF is a rustic event with limited electrical capacity and select availability; a fee will apply for power access. Water is available at the ticket booth and has been tested and certified by the health Department of Tuscola County.

**Camping:** Limited camping space is available for a fee. All camping space is located in the south field, outside of the Festival grounds. Fee schedule is available on the vendor application. Only those registered with MMRF as a vendor or part of a vendor group and who have completed and turned in a liability waiver will be permitted to camp.

**Returning Vendors:** New and returning vendors are required to complete the annual application process for each Festival Run.

Unless changes have been made to previously approved content, returning vendors are not required to submit pictures or videos. After their second consecutive Festival Season, returning Vendors may submit a request to build a semi-permanent structure or expand upon an existing structure at their own expense. At a minimum, requests should include building plans and any other information required by the Owner/Operator, Toni Knoll. Those approved in for building are responsible for all care, maintenance, betterments, improvements, safety, stability, structural integrity, liability, and beautification of said structure within MMRF specifications. Semi-permanent structures should be disassembled and removed no later than 60 days after of the completion of the 2020 Festival run; the final day of the Festival run is July 26, 2020. Therefore, any semi-permanent structure remaining on the property after September 26, 2020 will become the property of the Mid-Michigan Renaissance Festival, per the State of Michigan's Adverse Possession Laws.

**Registration:** Check-in on Thursdays or Fridays requires a call-ahead appointment with management. Days and hours available for check-in for the Run are as follows:

- Thursday 2:00PM – 6:00PM
- Friday 12:00PM – 7:00 PM
- Saturday 7:00AM – 9:30AM

**Gate Tokens:** All MMRF volunteers, entertainers, vendors, and re-enactors are required to have a gate token to access the grounds without a ticket. Vendors will supply a list of no more than five (5) individuals to the General Manager for authorization. Authorized persons will be required to report to the ticket booth and sign a liability waiver before receiving a gate token. Contact the General Manager with any concerns.

**Weapons policy:** Only vendors who receive written approval may sell weapons at MMRF. Approved vendors are responsible to have all federal, state, and county permits necessary to sell such items and shall assume all responsibility associated with such sales. Approved vendors are responsible ensuring all weapons are peace-tied or otherwise secured at the time of sale. In no instance shall weapons be sold to or by individuals less than 18 years of age; in accordance with Michigan law, approved vendors are responsible for enforcing this policy. Violation of this policy will mean the immediate removal of the offending parties from the premises.

**Drugs, Alcohol, and Tobacco:** Vendors are prohibited from consuming alcoholic beverages on the days of the Festival Run before or during business hours. Vendors are prohibited from the sale of alcoholic beverages and acknowledge only St. Vincent's Tavern is an authorized seller of alcoholic beverages at MMRF. MMRF has zero tolerance for the illegal use of federally controlled substances and such use will be referred to local law enforcement. The use of tobacco or vaping products are restricted to designated areas and prohibited elsewhere on the lanes or in vendor booth spaces. Vendors who use tobacco or vaping products should do so out of sight of the patrons. Volunteers under the legal age permitted for the use of tobacco or alcohol are always prohibited from the use of those products.

**Camping:** Rustic campsites are available on a first come, first served basis for a per night/per tent and/or camper fee. Fees for camping are due with the application. Limited electricity is available for an additional fee to those camping in campers. Only those listed on the application are permitted to camp on the MMRF property. Vendors may camp within their rented vending site for no additional fee providing they do not expand beyond the vending site they have rented. However, all tents used on the Festival grounds must meet theme standards or be taken down and put away each morning. Fires are not permitted on the grounds.

**Insurance:** Vendors are required to provide proof of insurance for their booth. An insurance declaration page is required with the application and should include a minimum of \$250,000 of liability coverage. ACCORD forms will not be accepted. Contact your insurance agent for more information.

**Michigan State Sales Tax ID:** MMRF requires all vendors have a copy of their sales tax license available for inspection by any MMRF or Michigan state official. MMRF is not liable for any licenses or fees the Vendor may be responsible for in order for them to conduct business.

Disclaimer:

I understand Mid-Michigan Renaissance Festival, Festival staff, volunteers, nor their affiliates will be held liable in the event of loss or damage to stage area, stock, vehicle, gear, personal belongings, or person before, during, or after Festival run hours. Vendors should carry with them a copy of their health insurance and a list of medications and/or allergies in the event of a medical emergency. I also understand that by signing this application I am, without payment to me, granting Mid-Michigan Renaissance Festival the right to use for all promotional, educational, and other purposes to promote the Festival, any photo, video, or other reproductions of any image in which I may appear. By completing the application below I accept all the terms and conditions listed above.

**Mid-Michigan Renaissance Festival's "Enchanted Forest"**  
**2020 Season Volunteer Information and Application**  
**Festival run: July 11<sup>th</sup> – 26<sup>th</sup>, Saturdays and Sundays ONLY from 11 AM – 6 PM**  
**Community Action Days: variable dates and time through year**

Name \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Age \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_  
 Email \_\_\_\_\_ Preferred Method of Contact \_\_\_\_\_  
 Business Name: \_\_\_\_\_ MI State Sales Tax ID Number: \_\_\_\_\_  
 Goods and/or Services to be offered: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Vendor Type/Needs** – Select and add all that apply for total Vending fee. These fees are applicable to the space utilized for vending goods and services. Use of space beyond what is allocated for that purpose will be assessed a separate use fee.

- \_\_\_\_\_ **\$180 - Standard Vendor A** (10x10 site, three (3) weekends, no electricity)
- \_\_\_\_\_ **\$240 - Standard Vendor B** (10x10 site, three (3) weekends, with electricity\*)
- \_\_\_\_\_ **\$100 - Standard Vendor C** (10x10 site, three (3) weekends, back lane discount)
- \_\_\_\_\_ **\$ 30 - Add on for 10x20 site** (three weekends only)
- \_\_\_\_\_ **\$ 60 - Add on for 20x20 site** (three weekends only)
- \_\_\_\_\_ **\$300 - Food Vendor** (includes electricity\*)
- \_\_\_\_\_ **\$135 - Lane Vendor** (no booth space provided/ vendor responsible for mobile unit)
- \_\_\_\_\_ **\$ 75 - Single Weekend A** (10x10 site only, no electricity, limited availability)
- \_\_\_\_\_ **\$ 85 - Single Weekend B** (10x10 site only, with electricity\*, limited availability)

\_\_\_\_\_ Total Vending Fees

For vendors requiring sites larger than 20x20 and for those utilizing structures already existing on the property, additional fees will be assessed on a case-by-case basis. A **Use Fee** of \$55 will be applied per each additional 10x10 space within the Festival grounds utilized by vendors for any purpose other than the vending of goods and services and such use must be approved in advance. Use fees are due with the application or the application will be deemed incomplete and will be denied. Contact MMRF Owner/Operator, Toni Knoll, directly to discuss terms.

**Camping** – Site is rustic and electricity is limited; requests for electricity will be honored on a first come, first served basis. Unless the use of a medical device is required, electricity will not be available to those who are tent camping. Only those listed below will be permitted to camp and all campers are responsible for the care and maintenance of their campsite and for taking all their trash to the dumpster located outside of the Festival grounds. Be sure to indicate if you are using multiple tents, campers, or a combination.

Who will be camping at the campsite you are renting? \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- How many nights will you be camping? \_\_\_\_\_
- \_\_\_\_\_ \$ 5 per tent, per night (no electricity)
  - \_\_\_\_\_ \$ 8 per camper, per night (no electricity)
  - \_\_\_\_\_ \$10 per camper, per night (with electricity\*)

\_\_\_\_\_ Total Camping Fees

**Gate Tokens:** Vendors will be issued 4 gate tokens which will be released to those named on this application. Additional tokens can be purchased for \$5 each. All gate tokens will be held at the ticket booth and will be released once liability waivers have been returned for each recipient.

How many additional gate tokens will you require? \_\_\_\_\_ List of those who will be assisting your booth \_\_\_\_\_

\_\_\_\_ Total Gate Token Fee@ \$5 each

Will you have HAZARDOUS MATERIALS on site (i.e. generators, gasoline, propane, etc.)? \_\_\_\_\_ Yes \_\_\_\_\_ No  
 Are you eligible and interested in submitting a request to build a new structure? \_\_\_\_\_ Yes \_\_\_\_\_ No  
 Are you interested in submitting a request to expand or improve upon an existing structure? \_\_\_\_\_ Yes \_\_\_\_\_ No

Please complete the fee chart below. All fees and completed application are due and to be paid in full prior to the **May 1, 2020** application deadline or the vendor application will be denied. No exceptions.

Fee Description	Fee Amount
Vendor Fee	+
Additional Vendor Fees	+
Use of Space Fee	+
Camping Fee	+
Gate Token Fee	+
Total Amount Due	=

In signing this application, the Vendor agrees to abide by the rules and conditions set by MMRF, including but not limited to those detailed in the Vendor Information and Application, liability waiver, and event contract. This application does not guarantee the acceptance of any Vendor to participate in the Festival. If accepted, Vendors will receive their welcome packet via their preferred method of contact, postmarked by **May 30, 2020**.

**Send payment and paperwork to:**  
 Mid-Michigan Renaissance Festival  
 Attn: Vendor  
 5120 Maple Rd.  
 Frankenmuth, MI 48734

\_\_\_\_\_  
 Participant Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Parent/Guardian Signature

\_\_\_\_\_  
 Date

Mid-Michigan Renaissance Festival's "Enchanted Forest"  
Grainger Family LLC  
Traver Well Drilling  
Release and Waiver of Liability  
Assumption of Risk and Indemnity Agreement  
2020 Events

This agreement releases Mid-Michigan Renaissance Festival (MMRF), Grainger Family LLC (GFLLC), Traver Well Drilling via Robert Traver & Katherine Traver (TWD) and any of their owners/operators, management, affiliates, employees, vendors/merchants, entertainers, sponsors, cast, crew, volunteers, and/or their kin (family) from any and all liability relating but not limited to injuries; property damage; theft that may occur prior to, during, and following the conclusion for the event. By signing this agreement, I agree to hold MMRF/GFLLC/TWD et al. entirely free from any and all liability. In signing, I agree MMRF/GFLLC/TWD et al. are to be held harmless in any and all capacities; including but not limited to financial responsibility for injuries incurred; theft and damage/destruction to personal property; tax and finance disputes; vandalism; personal injury; mental distress; loss of income; injury to others; injury to a patron and/or any other participant; and/or vehicular damage regardless of whether any of the previous are caused by personal negligence, acts of god, and/or acts of others.

I swear I am participating voluntarily with MMRF/GFLLC/TWD and the risks have made clear to me and I do not have any conditions which will increase the likelihood I will experience injuries while engaging pre-season, during season, and post season Event activities. I assume all responsibility for myself, my body, my mental state and that of any owners/operators, management, affiliates, employees, vendors/merchants, entertainers, sponsors, cast, crew, volunteers, and/or their kin (family), or guests associated with my contracted event and for any damages caused by the aforementioned to the property or the structures on the property. By signing, I forfeit all rights to bring any suit against MMRF/GFLLC/TWD et al. for any reason. In return, I and those aforementioned for whom I have assumed responsibility will be permitted to participate in my one-time event. I will also make every effort to obey all safety precautions, MMRF/GFLLC/TWD rules and regulations, MMRF Codes of Conduct, Michigan State Law, tax laws, and federal laws.

I acknowledge I will assume all responsibility for my actions, the actions of my management, affiliates, employees, sponsors, crew, volunteers, and guests. I agree not to possess or consume any controlled substances as defined in the Controlled Substances Act unless prescribed by a physician in accordance with federal law while the MMRF/GFLLC/TWD property. I agree that should provisions of this Agreement become illegal, invalid, or unenforceable in any jurisdiction, it 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.

I, \_\_\_\_\_, HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. I FULLY UNDERSTAND ITS TERMS, UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTERILY, WITHOUT ANY INUCEMENT, ASSURANCE, OR GUARENTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE NAMED ABOVE TO THE GREATEST EXTEND ALLOWED BY FEDERAL AND MICHIGAN STATE LAW.

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

## Mid-Michigan Renaissance Festival's "Enchanted Forest" 2020 Season Vendor Contract

The terms and provisions of this Mid-Michigan Renaissance Festival's Enchanted Forest Contract (the Contract) represent the agreement (the Agreement) between the parties (the Parties) Mid-Michigan Renaissance Festival (MMRF) and \_\_\_\_\_ (Vendor) for the duration 2020 MMRF Season (the Season), which begins for the undersigned on the date of this signing and ends December 31, 2020, and the festival run (the Run), the hours and dates for which are as follows: 11AM – 6PM on July 11<sup>th</sup>, 12<sup>th</sup>, 18<sup>th</sup>, 19<sup>th</sup>, 25<sup>th</sup> & 26<sup>th</sup>.

1. The Parties in this Contract intend their relationship be one between an independent contractor and customer. No employee, agent, servant, representative, or contractor of Vendor shall be or 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 Vendor, apart from arrival and departure times for Vendor set by MMRF. 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, sufficient coverage for work-related injuries sustained by Vendor's employees, employers' liability coverage, auto liability coverage, and general liability coverage shall be available from or through MMRF to Vendor or employees et al. of Vendors at any time.
2. Vendor shall remain liable for the acts of its employees et al. during the performance of any Vendors' obligations arising under the Contract and during any travel to and/or from MMRF. Vendor 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), judgements, costs (including attorney's fees), actions and causes action arising out of the negligence or intentional acts or omissions of Vendor or its employees et al. 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. The Contract represents the entire agreement between the parties hereto and supersedes all prior negotiations and/or agreements between the parties. Any additions, deletions, or revisions to the Contract made by Vendor must be in writing, signed, and dated by both Parties to be valid.
4. Vendors are required to be 18 years of age or older. Any exceptions will be made of the Owner/Operator and with the written permission of the legal parent/guardian.
5. The Vendor hereby agrees to the release of their name and likeness for any and all advertising to be done by MMRF.
6. All Vendors are required to be at the MMRF site every day they are contracted to be there. If they are absent without notification (No Call, No Show) MMRF has all rights to collect their merchandise and property and remove it from premises. If a Vendor is "no call, no show" or abandon their MMRF site, they also lose all fees paid to MMRF. The Party signing the Contract is required to be physically present and on the property during the contracted event hours. Failure to comply will result in the contract being voided with no refund of any kind provided to the Vendor.
7. Vendors are permitted to set up at their leisure. However, when vehicles are brought on the lanes for the purposes of loading or unloading, Vendors are allowed thirty (30) minutes to move product and gear. The vehicle is to be removed from the lanes before continuing with set-up of the rented site and the product and gear should be ready for loading before the vehicle is brought onto the lanes. Additionally, vehicles must be off the Festival lanes no later than 10:00 AM each day of the Festival run. You may bring/use a hand cart to transport any props on the lanes and to/from stages or performance areas. A \$50 fee may be applied to violators and will be due by end of the same business day in which the violation occurred.
8. Vendors will use no more than the space agreed to be rented as designated by the Vendor application and this contract. If a Vendor has been found to exceed the size of the site contracted to them by MMRF for the duration of the event, they will be subject to a minimum fee of \$55 per each 10x10 foot space utilized outside, around, or behind the contracted site. Such fees will be due immediately and failure to pay the additional fees or return to the size of site originally contacted will result in additional penalties which may include but are not limited to the closure of the Vendor's booth, additional fees, termination of contract, and/or removal of Vendor and their employees et al. from the event.
9. Only Vendors who receive written approval may sell weapons at MMRF. Approved Vendors are responsible to have all federal, state, and county permits necessary to sell such items and shall assume all responsibility associated with such sales. Approved Vendors are responsible ensuring all weapons are peace-tied or otherwise secured at the time of sale. In no instance shall weapons be sold to or by individuals less than 18 years of age; in accordance with Michigan law, approved vendors are responsible for enforcing this policy. Violation of this policy will mean the immediate removal of the offending parties from the premises.
10. Unless otherwise agreed by the Parties in writing, the Volunteer shall provide all necessary equipment for their volunteer tasks and/or performance at the Volunteer's sole expense. Any required set-up shall be completed by the Volunteer in advance of the Run.
11. The Vendor assumes all responsibility for the set-up, tear-down, and clean-up of any rented camping or booth sites. The Vendor will remove all trash and/or garbage out to the designated dumpster at the end of each Festival run business day and WILL NOT put their trash into the trash bins provided for Patron use. A \$20 per diem clean-up fee will charged to any violators.
12. Food Vendors must have water with a tap for hand washing, must meet with OSHA and Tuscola County health and food preparation regulations, and are responsible for passing County inspection prior to opening. Food Vendors are permitted the use of electricity as part of the Food Vendor fee.
13. Unless otherwise indicated, all Vendors are responsible for paying the appropriate charges for the use of electricity. Vendor using generators must have a minimum of two (2) fire extinguishers within the rented site. Generators must be in good working order and kept out of sight of the public.
14. Vendors and/or their employees et al. are prohibited from consuming alcoholic beverages on the days of the Run before or during business hours; 6:00PM daily for Cast and Crew, 7:00PM for gate security. MMRF has zero tolerance for the illegal use of federally controlled substances and such use will be referred to local law enforcement. The use of tobacco or vaping products are restricted to designated areas and prohibited elsewhere on the lanes or in vendor booth spaces. Vendors and/or their employees et al. who use tobacco or vaping products should do so out of sight of the patrons. Vendors under the legal age permitted for the use of tobacco or alcohol are always prohibited from the use of those products.
15. Vendors are responsible for maintaining their own liability insurance coverage of no less than \$250,000.00 to cover their rented site, structure, product, and any vehicle or cart used while participating in this event. A copy of proof of insurance must accompany your application and will be kept on file with MMRF. If a copy is not received, the Vendor application will be rejected; if the insurance is voided for any reason before or during the contracted event, Vendor will not be permitted to setup and/or sell any merchandise or service.
16. After their second consecutive Festival Season, returning Vendors may submit a request to build a semi-permanent structure or expand upon an existing structure at their own expense. At a minimum, requests should include building plans and any other information required by the Owner/Operator, Toni Knoll. Those approved in for building are responsible for all care, maintenance, betterments, improvements, safety, stability, structural integrity, liability, and beautification of said structure, within MMRF specifications, utilizing the structure. Semi-permanent structures

should be disassembled and removed no later than 60 days after of the completion of the 2020 Festival run; the final day of the Festival run is July 26, 2020. Therefore, any semi-permanent structure remaining on the property after September 26, 2020 will become the property of Toni Knoll, owner/operator of Mid-Michigan Renaissance Festival, per the State of Michigan's Adverse Possession Laws.

**17.** Any and all belongings more than 60 days after the completion of the 2020 Festival run will become the property of MMRF to dispose or make use of as seen fit. This includes, but is not limited to, merchandise, personal property, storage containers, camping equipment, and structures. Vendors agree to surrender all items left on the property after September 26, 2020 with no further warning, written or verbal.

**18.** Vendor agrees to comply with all local ordinances and codes, state and federal statutes and regulations, whether existing or in the future, in performing its obligations arising out of the Contract. Vendor agrees to deduct, pay, and remain solely responsible for any necessary workman's compensation insurance premiums, income taxes, state taxes, Michigan State sales tax, required withholdings, employment insurance premiums, agent's fees or commissions, or union dues arising out of the performance of Vendor's obligations arising under the Contract, and Vendor 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 r resulting from the performance contemplated herein.

**19.** If any actions by Vendor are in conflict with any MMRF rules or regulations while on MMRF property or while acting in association with MMRF, verbal notification to correct the conflict will be made by MMRF management; failure to do so may result in MMRF's immediate termination of the Contract.

**20.** The Vendor represents and warrants that in performing their obligations under the Contract they and/or their employees et al. are 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 the Volunteer (or anyone in conjunction with the ownership or presentation of the performance by Vendor) is infringing upon or violating any property right, patent right, or other legal right by performing the services contemplated herein, then the Vendor will indemnify, defend, and hold harmless MMRF against and from any and all loss, claim, damage, cost, attorney fees or other loss whatsoever.

**21.** Any damage to MMRF property or rented equipment which results from the acts or omissions of the Vendor and/or their employees et al. shall be the responsibility of the Vendor; payment for any such damage shall be made by the Vendor within thirty (30) days of written notification of the damage by MMRF.

**22.** If an Act of God, nature, war, riots, epidemics, strikes, an act or order of public authority, on-site mechanical difficulties (e.g., 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.

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

**24.** In signing the Contract, the undersigned parties hereby represent and warrant 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 provision s 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.

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Participant Signature

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Date

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Parent/Guardian Signature

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Date