

Mid-Michigan Renaissance Festival's Enchanted Forest

2018 Artisan/Merchant/Vendor Information

June 9th & 10th, 16th & 17th, 23th & 24th, 30th and July 1st 2018

Saturdays & Sundays from 11:00 AM - 6:00 PM

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

Availability: Mid-Michigan Renaissance Festival will no longer offer a single or partial run option. We will require vendors be in attendance all four weekends of our June/July Festival. This is to ensure our patrons have the variety and consistency they expect. Leaving the event early will not warrant any refund.

Fees: Completed applications postmarked before May 15th, 2018 along with all applicable fees to reserve a 2018 vendor space. We require a commitment to attend and sell all four weekends. Applications received after the May 15, 2018 deadline but will charge a nominal \$30 late fee. Applications received after May 20, 2018 will be denied. Any fees are nonrefundable. Please pay by a certified check, business check or money order made payable to "Mid-Michigan Renaissance Festival". Any check returned for insufficient funds will result in a \$50.00 service charge to the writer of the check. Payment must include the Booth/Shop name listed on the Check or Money Order. **PLEASE NOTE ANY PAYMENTS RECEIVED PRIOR TO JANUARY 1, 2018 WILL NOT BE CASHED UNTIL AFTER JANUARY 1, 2018; THIS IS FOR TAX PURPOSES. IF YOU HAVE ANY QUESTIONS PLEASE CONTACT MANAGEMENT.**

Requirements: Mid-Michigan Renaissance Festival merchant committee will jury all merchants for appropriateness of the booth, merchandise and merchant costumes from photos provided, by May 15th, 2018. Items will be considered for appropriateness to the faire, uniqueness, and quality. Should we find your products not suitable, Mid-Michigan Renaissance Festival has the right to reject the applicant outright or request changes to the booth, costumes or merchandise. If your application is denied, you will receive a refund of the application fee. If your application to merchant is accepted, you will be informed via US Mail or Email no later than May 30th, 2018. There can be no changes to your tent or merchandise after approval by the committee. If you should cancel after sending in your application and contract, Mid-Michigan Renaissance Festival management will retain a cancellation fee of \$50.00 and the rest will be sent to you in a refund. If you cancel your contract during the event, your fee is not refundable and future applications will be rejected outright.

Food Merchants: In order to keep your costs down, we suggest applying for your health inspection with Tuscola County prior to March 1, 2018. If you apply after this date your fees will be increased substantially. We are also requiring all food vendors be fully prepared for the business of the day. Food Vendors **CANNOT** run out of food/drinks during the event and must have an acceptable speed of service to properly serve the paying patron. Food Vendors are required to have a worker on standby to get supplies as needed.

Weapons policy: Only merchants who apply for and receive special permission to sell weapons through Mid-Michigan Renaissance Festival are allowed to sell weapons. Those merchants are also responsible for having all federal, state, and county permits to sell such merchandise. Merchants shall assume all responsibility associated with such sales. All merchants are responsible for insuring all weapons are peace tied at the time of sale. In no instance shall weapons be sold to individuals less than 18 years of age. You are responsible (by Michigan Law) to enforce this policy. This includes, but is not limited to: patrons, volunteers and other merchants. Should you be found selling weapons to minors, your booth will be shut down and removed from the premises immediately and no refund of any fees will be provided. Before the buyer leaves your space with the weapon, you must ensure the weapon is secured within MMRF requirements i.e. "peace tied." or contact a security member to escort them to their vehicle.

Booth/Pavilion/Tent Requirements: 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. Pavilions and booths will be judged for appropriateness by Mid-Michigan Renaissance Festival management and must be as close to a renaissance period enclosure as you can make them. Please include a photo of your pavilion/booth with this application. Photos become property of Mid-Michigan Renaissance Festival. **Please be advised that vehicular traffic to your merchant booth may not be possible.** Depending on weather, road conditions and the current traffic the roads may not be passable. You are to bring your own push cart/wagon/dolly or other means of transportation for transporting your merchandise/tent/structure/enclosure to and from your booth space.

Returning Merchants: Merchants that wish to return are required to complete the application process again minus any video or photos. Second year merchants may begin building their own Semi-permanent buildings with permission from management. Those merchants are responsible for the care and maintenance of said building(s). Flower beds are required around buildings. Building plans **MUST** be approved before building begins. At the end of the festival, the building must be removed from the premises, unless other arrangements have been made with land owners, for further details contact management.

Power/Electric/Water: Mid-Michigan Renaissance Festival has limited power. This is a primitive event so we will not be able to supply power to all sites. Water is available at the ticket booth. 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 merchants 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 substances, 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 camping available at the site for a fee per weekend per tent/camper due payable before setting up camp depending on if you use electricity and water. Camping is available at other locations. Please reach out to local hotels and camp grounds for rates.

Weekend Themes: June 9th & 10th 2018: When Worlds Collide (Steam Punk, Cosplay, Video Games and everything in between) **June 16th & 17th 2018: Feast for our Fathers** (Celebration of Dads, Grandfathers and moms doing double duty) **June 23th & 24th 2018: Magic and Mysticism** (Fairy Tales, Belly Dancing, Palm reading and Art) **June 30th & July 1st 2018 Pillage the Village** (Pirates, Vikings, Scallywags and Wenches)

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.

Disclaimer: I understand that neither Mid-Michigan Renaissance Festival, its staff, volunteers and their affiliates will be held liable in the event of loss or damage to their person, merchant booth, stock or vehicle during, before or after event hours. By filling out the application I accept all the terms and conditions.

THIS PAGE IS YOURS TO KEEP

Mid-Michigan Renaissance Festival's Enchanted Forest 2018 Artisan/Merchant/Vendor Application

June 9, 10, 16, 17, 23, 24, 30 and July 1 2018 (Saturday's & Sunday's) 11:00 AM – 6:00 PM
PLEASE PRINT VERY CLEARLY AND ENSURE THAT IT IS LEGIBLE. ILLEGIBLE APPLICATIONS WILL BE RETURNED.

Booth/ Shop Name: _____

Name _____ Phone (____) _____ Email _____

Address _____ City _____ St _____ Zip _____

VENDOR TYPE: Please Check Applicable (PLEASE NOTE THAT WE NO LONGER OFFER A SINGLE WEEKEND OPTION FOR VENDORS, YOU MUST BE AVAILBLE ALL FOUR WEEKENDS)
Vendor (Regular) \$150: ___ Vendor (With Electricity) \$200: ___ Food Vendor \$220: ___ Lane Vendor \$90 (No Space provided/mobile vendor): ___

Space you require (Check the one closest to your needs):
10 X 10 FT: ___ 15 X 15 FT (add \$5 per weekend): ___ 10 X 20 FT (add \$10 per weekend): ___ 20 X 20 FT space (add \$20 per weekend): ___

Exact dimensions of your tent or pavilion: _____

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 per the discretion of the management team.

CAMPING: Is \$5.00 a day without electricity & \$8.00 a day with. Limited electricity is available & will be honored on a first come first serve basis.

How many days you will be camping: _____ Will you need Electricity: _____ Please Circle One: Camper / Tent

MERCHANT PASSES: Please limit to booth employees only. Employees must be of legal working age. Each Merchant is limited to 4 passes. Passes must be on their person at all times and must be shown when entering the festival grounds. Those that do not have their passes will be required to pay the entrance fee in order to enter; Additional and/or replacement passes are available for \$5.00 per person.

Name: _____ Name: _____ Name (Add \$5): _____

Name: _____ Name: _____ Name (Add \$5): _____

PLEASE ADD UP THE ABOVE AMOUNTS, INCLUDING CAMPING FEES AND EXTRA MERCHANT PASSES IN THE TOTAL:

\$ _____ is the total amount due with this application for 2018.

PLEASE WRITE YOUR BOOTH/SHOP NAME ON YOUR PAYMENT

In signing this application you agree to abide by the rules and conditions set by Mid-Michigan Renaissance Festival including but not limited to those in the Merchant welcome letter, Application, Liability waiver, and/or verbally given. This application does not guarantee your acceptance to participate in the festival. If accepted you will receive a welcome packet via US Mail or email.

Signature: _____ Date: _____

Additional Notes for MMRF: _____

Please sign this application, sign the contract, and mail along with any photos, a Copy of Insurance Coverage, Self-Addressed and Stamped envelope, and a check or money order (with vendor booth/shop name indicated) payable to "Mid-Michigan Renaissance Festival" to:

Mid-Michigan Renaissance Festival's Merchant Committee
C/O: LeTysha R Greene/General Manager
645 Desota Place
Pontiac, MI 48342

(Any application received without a signed contract or payment will be returned. A signed contract MUST accompany the application.)

For Mid-Michigan Renaissance Festival Administrative use only:

Date received: _____ Check or MO #: _____

Amount received: \$ _____ Amount Owed: _____

Check or MO #: _____ Insurance Waiver: _____

Space number: _____ Welcome Letter sent on: _____

2018 Artisan/Merchant/Vendor Contract

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 _____ ("Merchant").

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 Merchant 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 Merchant, with the exception of Merchant'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, sufficient coverage for work-related injuries sustained by Merchant's employees, employers' liability coverage, auto liability coverage and general liability coverage shall be available from or through MMRF to Merchant or the employees, agents, servants, representatives or contractors of Merchant at any time.

2. Merchant shall remain liable for the acts of its agents, servants, employees, representatives and contractors during the performance of any of Merchant's obligations arising under the Contract and during any travel to and/or from the Mid-Michigan Renaissance Festival. Merchant 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's fees), actions and causes of action arising out of the negligence or intentional acts or omissions of Merchant or its employees, servants, agents, contractors 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. Merchant 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. Merchant 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 Merchant's obligations arising under the Contract, and Merchant 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. 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.

5. If any actions by Merchant or Merchant's employees, agents, servants, or representatives are in conflict with any policies, rules or regulations of MMRF while Merchant is on MMRF property, and Merchant 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 relationship and cancel the Contract with no liability whatsoever. Merchant(s) and Merchant's employees, agents, servants and representatives shall not be under the influence of any intoxicating beverages during the business hours (11:00 am. - 6:00 pm) and, will not be under the influence of narcotics or drugs at any time while on MMRF Property. Any violation of this provision will result in immediate termination of the Contract by MMRF with no liability whatsoever.

6. The Contract represents the entire agreement between the parties hereto and supersede all prior negotiations and/or agreements between the parties. Any additions, deletions or revisions to the Contract must be in writing, signed and dated by both parties in order to be valid.

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

8. 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.

9. All Merchants are required to be at the MMRF site every day that they are contracted to be there. If they are absent without a phone call (aka: "NO CALL, NO SHOW") MMRF has all rights to collect their merchandise and property and remove it from the premises. If a Merchant is a "NO CALL, NO SHOW" or abandon their MMRF they also lose all fees paid to MMRF.

10. Food Merchants are permitted to use generators for electricity. All vendors that use generators will have minimum of 2 or more fire extinguishers within the tent per generator. All vendors must have water with tap on it for hand washing. All vendors must meet with OSHA and Country health and food preparation regulations and will be inspected on those regulations. Vendors are responsible for making sure that they are inspected prior to opening. Generators must be out of site and unable to be seen or heard by the public. Food Merchants should have their Tuscola County applications in prior to March 1, 2018 in order to keep fees low. Any application received by Tuscola County after said date will be responsible for a much larger County Fee.

11. Merchants are responsible for their own "Liability Insurance Coverage" no less than \$250,000.00 within and surrounding their cart/rented area. A copy of this must accompany your application and be on file with MMRF. If MMRF does not have a copy of this on file, you will not be permitted to set up/sale any merchandise. Liability waivers are available for qualifying Merchants. Qualifying merchants are determined by MMRF.

12. 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.

13. 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.

14. You may set up at your leisure however you are allowed a Thirty Minutes 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 event. Failure to have the vehicle removed before 10:00 AM on event days will result in a \$20 charge to the merchant.** Check in hours will be limited to the following:

- Thursday - 12 Noon – 6:00 p.m. Please call ahead 24 hours ahead and make an appointment
- Friday - 12 Noon – 7:00 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

15. The Merchant will be in attendance of the event all four weekends to be in compliance with this contract. There are no exceptions. Failure to comply with this requirement will result in the contract being void and no refund of any kind provided to the Merchant. Violation of this contract will remove the merchant from any future events.

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

"Enchanted Forest"

Grainger Family LLC
Traver Well Drilling

Release and Waiver of Liability Assumption of Risk and Indemnity Agreement

Vendors are required to have a Liability waiver signed by each booth worker/employee/volunteer listed on the application

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

I swear that I am participating voluntarily, with **MMRF/GFLLC/TWD** and that the risks have been made clear to me. Additionally, I do not have any conditions that will increase my likelihood of experiencing injuries while engaging in this event and I assume all responsibility for myself, body, and mental state.

By signing I forfeit all right to bring any suit against **MMRF/GFLLC/TWD** and any of their owners/operators, management, affiliates, employees, vendors/merchants, entertainers, sponsors, cast, crew and volunteers for any reason. In return, I will be allowed to participate in my contracted position at the event without repercussion and for the negotiated regulations, taxes and fees located within the contract. I will also make every effort to obey all safety precautions, **MMRF/GFLLC/TWD** rules, **MMRF** Codes of Conduct, Michigan State Law, Federal Laws.

I acknowledge that I will assume all responsibilities for my actions, the actions of my management, affiliates, employees, sponsors, crew and volunteers. I agree not to consume any alcoholic beverages until after the contracted time. I agree not to possess or consume any mental altering substances or engage in the usage of any federally illegal substances while on the **MMRF/GFLLC/TWD** property. I will not harass or insult any other participant involved or associated with **MMRF** and in turn agree to engage in professional like behavior and will be respectful while at **MMRF/GFLLC/TWD**. I agree that any visitors I may have outside of my contract are to pay the ticket price of \$13 for entry into the event. I will report any harassment to **MMRF/GFLLC/TWD** Staff and Management immediately.

I, _____, HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE 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 EXTENT ALLOWED BY FEDERAL AND MICHIGAN STATE LAW.

Participant Signature

Date

Parent/Legal Guardian Signature

Date