

Mid-Michigan Renaissance Festival's Enchanted Forest

2017 Artisan/Merchant/Vendor 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.

Fees: Complete application postmarked before April 15th, 2016 along with all applicable fees to reserve a vendor locations. We require a commitment to attend and sell all three weekends. Anyone who would like to reserve a space early (prior to December 31, 2015) will be subject to the 2016 fee of \$120 for all three weekends' vs the current fee of \$150. For vendors who utilize electricity this is not applicable. All below documentation and fees must be received by 12/31/16 to be eligible for the 2016 fee. Applications received after the April 15, 2017 deadline but will charge a nominal \$30 late fee. These 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. IF YOU ARE SECURING THE 2016 VENDOR FEE, PLEASE BE ADVISED THAT YOUR CHECK WILL NOT BE CASHED UNTIL JANUARY 2017 FOR TAX PURPOSES.

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 1th, 2017. 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 and your paid application fee. If your application to merchant is accepted, you will be informed via US Mail or Email no later than May 10th, 2017. 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 \$30.00 and the rest will be sent to you in a refund.

Food Merchants: In order to keep your costs down, we suggest applying for your health inspection with Tuscola County prior to March 1, 2017. If you apply after this date your fees will be increased substantially. Food Vendors are not eligible for the securing to 2016 Fee offer due to the increase in electricity and water costs.

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, "peace tied."

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 and road conditions the roads may not be passable. You are to bring your own push cart or other means of transportation for transporting your merchandise to and from your booth.

Returning Merchants: Merchants that wish to return are required to complete the application process again minus the 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 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 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: Only qualifying "Themed" Vendors will be considered for a weekend rental:

- 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, its staff, volunteers and their affiliates will be held liable in the event of loss or damage to their merchant booth, stock or vehicle during, before or after MMRF hours. Vendors/Merchants must obtain their own liability insurance to meet their needs. 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 Artisan/Merchant/Vendor Application

June 10, 11, 17, 18, 24, 25, 2017 (Saturday's & Sunday's) 11:00 AM – 6:00 PM

Name _____ Business Name _____

Address _____ City _____ St _____ Zip _____

Phone (____) _____ Email _____

Michigan sales tax number or SSN: _____

*VENDOR TYPE: Please Check Applicable

Vendor: _____ Lane Vendor: _____ Vendor (Electricity): _____ Theme Vendor: _____
\$150 (Entire Run) \$90 (Entire Run) \$200 (Entire Run) \$50 (Applicable Weekend)

Space you require: 15 X 15 FT space: _____ 10 X 20 FT space (add \$20 a weekend): _____

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..

*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: _____

Name: _____ Name: _____ Name: _____

*CAMPING: Is \$5 a day without electricity & \$7 a day with. Limited electricity is available & will be honored on a first com first serve basis. How many days you will be camping: _____ Will you need Electricity: _____

*PLEASE ADD UP THE ABOVE AMOUNTS: \$ _____ is the total amount due with this application for 2017.

In signing this application you agree to abide by the rules and conditions set by Mid-Michigan Renaissance Festival including those but not limited to 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 (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: Artisan/Merchant Application Committee
5120 Maple Road
Frankenmuth, MI 48734

(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:

2017 Application sent on: _____ Date received: _____

Amount received: \$ _____ Amount Owed: _____

Check or MO #: _____ Vendor Classification: _____

Space number: _____ Vendor Accepted: _____

Welcome Letter sent on: _____ Insurance Waiver: _____

2017 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 and initialed 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, 2016 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 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 management.

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 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
"Enchanted Forest"

**Release and Waiver of Liability
Assumption of Risk and Indemnity Agreement**

This agreement releases Mid-Michigan Renaissance Festival (**MMRF**) and any of their affiliates, employees, vendors, entertainers, sponsors, cast, crew and volunteers, from any and all liability relating to injuries, property damage and/or theft that may occur during the event. By signing this agreement, I agree to hold **MMRF** entirely free from any and all liability, including but not limited to financial responsibility for injuries incurred, theft and damage to persona 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** and that all 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 activity.

By signing below I forfeit all right to bring a suit against **MMRF** and any of their affiliates, employees, vendors, entertainers, sponsors, cast, crew and volunteers for any reason. In return, I will be allowed to participate in my contracted position at **MMRF** 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** rules and all Codes of Conduct that have been and/or will be presented to me with in writing or verbally. I will ask for clarification when needed.

I acknowledge that I will assume all responsibilities for my actions, the actions of my subjects, employees and kin. I agree not to consume any alcoholic beverages or take any mental altering substances or engage in the usage of any federally illegal substances until after the contracted time. 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**. I agree that any visitors I may have outside of my contract are to pay the ticket price of \$11 for entry into **MMRF**. I will report any harassment to **MMRF** Staff and Management immediately.

I, _____, HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, 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 GREATEST EXTENT ALLOWED BY LAW.

Participant Signature

Date

Parent/Legal Guardian Signature

Date