

Mid-Michigan Enchanted Forest 2022 Season Reenactor Application/Contract Festival Run: July 16th – 31st, 2022 Saturdays and Sundays ONLY 11 AM – 6 PM, Rain or Shine

Festival Owner, Toni Knoll <u>Tonik45@aol.com</u>, ph 989-652-2362

The Enchanted Forest is a family-friendly event; all activities must be appropriate for children.

- Applicants must submit a 5-minute video of the act along with photos of their props, garb (costumes), etc. for review. All items should be in the Renaissance, Steampunk, or Fantasy theme. Once accepted, no changes can be made.
- Applications are due by February 15th, 2022. Applicants will be notified by April 15th, 2022 whether they have been accepted or denied.
- Applicants and participants are required to be 18 years of age or older. Any exceptions are at the discretion of the Owner/Operator and with the written permission of a legal parent/guardian.
- See **Standards and Conditions** section for full details and information. Please read the application and contract carefully before signing.

Applicant/Contact Name				
Group/Act Name				
Mailing Address				
Email Address				
Phone Number				
Have you been an Enchanted Forest Reenactor before? (If YES, video and photos are not required unless different from your last appearance at the Enchanted Forest.)	YES NO			
Rate per Weekend				
Payment Preference	Markone: WEEKLY ENDOFRUN			
Does your group use dangerous/hazardous materials/items or fire? (insurance required)	YES NO If YES, please describe:			
Number of buildings/tents in your encampment?				
Approximate space required for your encampment?				
Does encampment require electricity?	YES NO YES NO			
Does encampment require any accessibility accommodations?	YES NO If YES, please describe:			
Reenactment Type (circle all that apply)	Historical Educational Combat Entertainment Fantasy Other:			

Does your group have a show or	YES		NO	
demonstration?	If YES, please describe:			
demonstration:	II I LO, please describe:			
Where can your show or demonstration be	_		_	
performed?	Stage	Lane	Encampment	
(circle all that apply)				
Group Website/Social Media				
(for festival website; reenactors may send additional				
promotional images to				
MidMichEnchantedForest@outlook.com)				
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Brief Group Description				
(1-3 sentences for festival website/program)				
Names of Group Members				
(All members must be individually registered to				
receive Festival ID for entry to the Enchanted				
Forest. Only those registered will be permitted to				
camp)				
Insurance Policy and Carrier				
Tax ID#				

Camping and Parking – If you are not staying in your encampment, on-site camping is available for a fee to be deducted from the performance fee. See Standards and Conditions for further details. Be sure to indicate if you are using multiple tents, RV/campers, or a combination.

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

Camping Fee per weekend

Booth Space Rental – Instead of using an encampment space, reenactment groups have the option to rent a vendor booth space for a fee to be deducted from the performance fee.

- _____\$60 Standard Vendor A (10x10 tent or canopy, per weekend, no electricity)
- \$80- Standard Vendor B (10x10 tent or canopy, per weekend, with electricity)

\$40 - Standard Vendor C (10x10 tent or canopy, per weekend, no electricity, back lane discount)

____ Booth Space Rental Fee per weekend

Festival Identification – Reenactors will be issued one Festival ID for each member of the performance group.

- ~ Please complete the fee chart below.
- Applicable fees are to be paid by check or money order made out to: Mid-Michigan Renaissance Festival."
- Completed application and fees (if applicable) are due and to be paid in full prior to the **February 15, 2022** application deadline or the application will be denied. No exceptions.
- Retain pages 4-6 of this applications for your records. Mail pages 1-3 & 7 to:

Mid-Michigan Enchanted Forest Attn: Reenactorment 5120 Maple Rd. Frankenmuth, MI 48734

"Please note the name to be used on the check is the legal name and differs slightly from the event name

Rate (+)/Fee (-) Description	Payment (+)/Fee (-) Amount
Performance Rate per weekend	+
Camping Fee per weekend	-
Booth Rental Fee per weekend	-
Total Balance per weekend	=
Number of weekends performing	x
Total Balance for entire festival season	=

I agree to the total balance of the payment above.

Reenactor Name (printed)

Date

FOR FESTIVAL USE ONLY

This contract is not valid without a signature from a representative of the Enchanted Forest festival.

Festival Representative Name (printed)

Festival Representative Signature

Date

STANDARDS AND CONDITIONS

The Reenactor above, and each individual member thereof, agrees to abide by these Standards and Conditions as published by Mid-Michigan Renaissance Festival (MMRF), as published here and at later times in later documents, and acknowledges that a violation thereof may void any contract with MMRF. In signing this application, I am granting MMRF 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.

This application does not guarantee the acceptance of any Reenactor to participate in the Festival but if accepted, this application is also the contract. Any Reenactor, or individual member thereof, who does not comply with these rules may be removed from the site and barred from future participation. All decisions of MMRF, its Owner, and any agents acting on their behalf are final. I understand all rules and regulations are subject to change with or without prior notice.

General Information

- The festival will be held rain or shine for the dates and times listed on this form. MMRF reserves the right to close early if an Act of God, nature, war, riot, epidemic, strike, an act or order of public authority, on-site mechanical difficulties (e.g., power failure) or other legitimate causes beyond the control of MMRF create conditions considered dangerous, with no refund of vendor fees or reimbursement of expenses.
- Reenactors are required to be at the MMRF site each day they are contracted to be there. If the Reenactor is absent without
 notification, MMRF reserves the right to void the contract and will not be held liable for fees.
- ~ Reenactors are prohibited from consuming alcohol beverages before or during festival hours. MMRF has zero tolerance for the illegal use of federally controlled substances; such use will be referred to local law enforcement.
- Use of tobacco or vaping products is prohibited on the stages, in vendor booths, or in the lanes and is restricted to designated
 areas outside the of sight of patrons. Individuals under the legal age permitted for the use of tobacco or alcohol are always
 prohibited from the use of those products.
- ~ Reenactors are permitted and encouraged to "pass the hat" for tips.

Registration and Festival ID

- Days and hours available for check-in are as follows:
 - \circ Thursday 12:00PM 6:00PM (requires a call-ahead appointment with management)
 - Friday 12:00PM 7:00 PM (requires a call-ahead appointment with management)
 - Saturday 7:00AM 9:30AM (no appointment needed)
- A Festival ID is required for entry to the Enchanted Forest and to camp. Reenactors will supply the event with a list of their members who are authorized to receive identification. Individual members will register at the ticket booth to obtain their Festival ID which they must keep with them at all times or risk being denied entry. Family, friends, and guests of the group/act are required to purchase a ticket for entry.

Set up/Tear down

- All stages will be made ready for Reenactor use (if applicable) by MMRF prior to the season and at the beginning of each day. As part of their scheduled performance slot, Reenactors are required to clean up after themselves to make the stage ready for the next scheduled act.
- Each Reenactor is responsible for having their gear at their assigned location by 10:30AM each festival day. 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. Due to the narrow lanes, Reenactors will need to unload and remove their vehicles from the lanes before setting up their encampment/performance space.
- Depending on time, weather, road conditions, and other considerations the lanes may be impassable for motor vehicles.
 Reenactors are encouraged to bring a hand cart or other human powered vehicle for transporting gear and/or trash to and from their assigned stage.

Camping and Parking

- Camping and parking are available ONLY in the south field. The north field is reserved for patron parking. Only registered
 festival participants in possession of a Festival ID will be permitted to camp. No outside visitors are permitted in the camping
 site.
- 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.
- 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 Forest grounds.
- No ground-level fires are permitted fires must be contained within a raised fire pit. The use of fireworks, fire-based props, or toys is not permitted in the camping area.
- Quiet hours are from 10pm to 6am. Please limit light and noise during this time.

Operations

- Any child under the age of 13 authorized as part of an Reenactment group should be accompanied by an adult.
- Trash receptacles located on the lanes are for the benefit of our patrons. REENACTORS 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.
- Electrical capacity and availability are limited to certain stages/areas of festival grounds. Battery-powered electronic devices (such as sound amplification) are strongly recommended. If you require an electrical outlet, please make sure to indicate it on the appropriate section of the application.
- Water is available at the ticket booth and has been tested and certified by the health Department of Tuscola County.
- Any and all belongings, including but not limited to merchandise, personal property, storage containers, camping
 equipment, and structures, remaining on festival grounds after August 28, 2022 will become the property of MMRF to
 dispose or make use of as seen fit with no further warning, written or verbal.

Weapons

Reenactors must receive written approval to utilize weapons, fuel/fire, or other hazardous materials in their encampment/performances. Those approved are responsible to have all federal, state, and county permits necessary to use such items, shall assume all responsibility associated with such use, are responsible ensuring all weapons are peace-tied or otherwise secured when not in use as part of the act, and ensure a safe distance between the act and the audience is maintained. Violation of this policy will mean the immediate removal of the offending parties from the premises. See insurance requirements.

Insurance

Reenactors approved to use weapons or hazardous materials, or who invite patrons on stage as part of their act are responsible for maintaining their own liability insurance coverage of no less than \$250,000 to cover their activities while participating in this event. The Mid-Michigan Renaissance Festival must be added as an Additional Insured to the policy for the duration of the festival. 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 Reenactment application will be rejected; if the insurance is voided for any reason before or during the contracted event, the Reenactment contract will be void and the Reenactor will not be permitted to perform.

Small Print

- The Parties in this Contract intend their relationship be one between an independent contractor (Reenactor) and customer (MMRF). No employee, agent, servant, representative, or contractor of Reenactor shall be or deemed to be an employee, agent, servant, representative, or contractor of MMRF and are entitled to 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 Reenactor's employees, employees' liability coverage, auto liability coverage, and general liability coverage shall be available from or through MMRF to Reenactor or employees, et al. of Reenactor at any time. Reenactor shall remain liable for the acts of its employees et al. during the performance of any Reenactor's obligations arising under the Contract and during any travel to and/or from MMRF.
- 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 Reenactor must be in writing, signed, and dated by both Parties to be valid.
- Reenactor agrees to comply with all local ordinances and codes, state and federal statutes and regulations, and CDC guidelines, whether existing or in the future, in performing its obligations arising out of the Contract. Reenactor 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 Reenactor's obligations arising under the Contract, and Reenactor 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.
- The Reenactor 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 Reenactor (or anyone in conjunction with the ownership or presentation of the performance by Reenactor) is infringing upon or violating any property right, patent right, or other legal right of any here the right, or other legal right by performing the services contemplated herein, then the Reenactor will indemnify, defend, and hold harmless MMRF against and from any and all loss, claim, damage, cost, attorney fees or other loss whatsoever.
- Any damage to MMRF property or rented equipment which results from the acts or omissions of the Reenactor and/or their employees et al. shall be the responsibility of the Reenactor; payment for any such damage shall be made by the Reenactor within thirty (30) days of written notification of the damage by MMRF.
- If a provision of this Contract 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 the Contract; or the validity or enforceability in other
 jurisdictions of that or any other provision of this Contract.

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

This agreement releases Mid-Michigan Renaissance Festival (MMRF) and Grainger Family LLC (GFLLC) 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 et al. entirely free from any and all liability. In signing, I agree MMRF/GFLLC 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 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 et al. for any reason. In return, I and those aforementioned for whom I have assumed responsibility will be permitted to participate in the event. I will also make every effort to obey all safety precautions, MMRF/GFLLC 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 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 CONTRACT AND 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 INDUCEMENT, 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.

Name (printed)

Signature

Date