

Mid-Michigan Renaissance Festival's Enchanted Forest

2019 Artisan/Merchant/Vendor Information and Updates

June 15th & 16th, 22nd & 23rd, 29th & 30th 2019

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

PLEASE READ THE CONTRACT, APPLICATION & MERCHANT INFORMATION CAREFULLY BEFORE SIGNING.

Availability: Mid-Michigan Renaissance Festival will no longer offer a single/partial run option. We will require vendors be in attendance all three weekends of our June Festival. Leaving the event early will not warrant any refund. Signer of this application must be in physical attendance with their booth for the run.

Fees: Completed applications postmarked before May 1st, 2019 along with all applicable fees to reserve a 2019 vendor space. Applications received after the May 1st, 2019 deadline but will charge a nominal \$50 late fee. Applications received after May 20th, 2019 will be denied. **Any and all 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, 2019 WILL NOT BE CASHED UNTIL AFTER JANUARY 1, 2019; 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 1st, 2019. 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 is accepted, you will be informed via US Mail or Email no later than May 30, 2019. There can be no changes to your tent or merchandise after approval. If you should cancel after sending in your application and contract, Mid-Michigan Renaissance Festival management will retain a cancellation fee of \$75.00. If you cancel your contract during the event, you 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, 2019. 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 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. Failure to comply can result in future application denials.

Weapons policy: Only merchants who 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. 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."

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 and/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. To protect the property and grounds, any semi-permanent structures that are not disassembled and removed after 90 days from the conclusion of the event will become the property of the Mid-Michigan Renaissance Festival as per the State of Michigan's Adverse Possession Laws. Returning vendors will be permitted continued use of the built structure at a 5% discount of the yearly rental fee. Those merchants are responsible for all care, maintenance, betterments, improvements, safety, stability, structural integrity, liability and beautification of said building(s).

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.

Exclusivity Clauses: Mid-Michigan Renaissance Festival does not offer Exclusivity Clauses to anyone. We will limit the number of similar or like vendors based on the order applications are received in.

Michigan State Sales Tax ID: Mid-Michigan Renaissance Festival does require all applicable vendors have a copy of their sales tax license readily available for any state or festival inspections that occur. Mid-Michigan Renaissance Festival is not liable for any of the fees or licenses the Merchant must have to be a Vendor..

Drugs, Alcohol Tobacco and Illegal Activities: 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 and activities. Any incident reported to Mid-Michigan Renaissance Festival Management or Security will result in contacting local law enforcement Due to health and safety concerns and patron complaints, Mid-Michigan Renaissance Festival will no longer permit tobacco products of any kind to be in Vendor tents, Lanes, stages or openly used. Designated smoking areas will be provided for use.

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 nearby venues, please contact them for pricing. **NO ADDITIONAL GUESTS ARE PERMITTED TO CAMP WITH YOU.** Camping within your designated Booth Space does not require a separate fee, fires will not be permitted within the grounds. No separate tents allowed unless they are period/historical. Any additional space utilized **OUTSIDE** your vendor booth, itself will be charged to you for each additional 10 by 10 space. Fees and regulations have been updated for 2019.

Garbage/Waste: There are limited trash receptacles located within the festival during the event. **Vendors must take all of their trash/garbage/waste directly to the dumpster located outside the event.** Vendors are responsible for removing their own trash. Trash cans will be removed after hours and during the week.

Loading/Unloading: **There is a 10:00 AM cut off time for Motor vehicles in the lanes.** This is non-negotiable. Vendors must arrive and unload swiftly and will only be granted 20 minutes to unload and remove their vehicle. No cars will be permitted in the festival after 9:45 AM and vendor will have to use a dolly/cart/wagon or other means to transport their merchandise to the booth. MMRF Management will ensure that all vehicles are off lanes by 10:00 AM

Vendor Badges: Vendors will have a limit of Five (5) badges available for anyone accompanying the vendor who is over the age of 16 years. Badges will cost a \$5 fee each. This fee is refundable once the badge is returned to management at the end of the season. The badge must be on the assigned person at all times and is not transferable. Entry into the festival will not be permitted without a badge.

Insurance: The Merchant will need to provide proof of insurance for their booth. An Insurance declarations page is required with the application. A minimum of \$250,000 worth of liability coverage is the minimum Mid Michigan Renaissance Festival requires. ACCORD Forms will not be accepted. Please contact your insurance agent for this information.

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. Please sign indicating you have read and understand all changes for the 2019 year.

Signature: _____

Date: _____

Mid-Michigan Renaissance Festival's Enchanted Forest 2019 Artisan/Merchant/Vendor Application

June 15,16,22,23,29,30, 2019 (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: _____ MI State Sales Tax ID Number: _____

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 THREE WEEKENDS) Vendor (Regular) \$180: ___ Vendor (With Electricity) \$240: ___ Food Vendor \$300: ___ Lane Vendor \$135 (No Space provided/mobile vendor): ___

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

Exact dimensions of your tent or pavilion: _____ Will you be using any space outside of your rented Tent space: Yes _____ No _____ Please add \$55 per 10X10 space utilized either around and/or behind your assigned space. Space will be measured by MMRF. Your designated Space will be CLEARLY marked. Any Space used outside of that will be charged to the Vendor. Fees will be due prior to opening day or contract is voided by the Merchant.

Will you have HAZARDOUS MATERIALS on site? (i.e.: generators, gasoline, propane, etc.) Yes _____ No _____ Are you building a semi-permanent structure: Yes _____ No _____ (By marking yes, you agree to all provisions as designated. See contract for more details) 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: We have limited onsite camping available with very limited electricity. Camping will be honored on a first come first serve basis. Please fill out the camping information below. Tents will not have access to electricity, and are encouraged to bring separate battery/power sources. A camping space will be designated to you based on the information provided. Only the names listed on this application will be permitted to camp. If you will have multiple Tents or Campers and tents please check all that apply.

Tent (\$5 per day): _____ Camper without Electricity (\$8 per day): _____ Camper with Electricity (\$10 per day): _____ How many days you will be camping: _____ Exact dimensions of your Camper/Tent: _____

MERCHANT PASSES: Please limit to booth employees only. Employees must be of legal working age. Each Merchant is limited to 5 passes. Passes are available at \$5 for each pass. The \$5 is refundable to the Merchant for all badges returned at the end of the festival. Refunds will be provided in person and signed off on by the Merchant.

How many Badges required: _____ Total Deposit Due: _____ Names of Employees: _____

Weekend Themes: June 15 & 16 2019: Magic and Mysticism (Fairy Tales, Belly Dancing, Palm reading and Art) June 22 & 23 2019: Pillage the Village (Pirates, Vikings, Scallywags and Wenches) June 29 & 30 2019 When Worlds Collide (Steam Punk, Cosplay, Video Games and everything in between)

PLEASE ADD UP THE ABOVE AMOUNTS, INCLUDING CAMPING FEES, ADDITIONAL SPACE, AND MERCHANT PASSES IN THE TOTAL, THOSE BUILDING/USING A STRUCTURE; PLEASE ENSURE YOU DEDUCT YOUR DISCOUNT IF IT IS APPLICABLE:

\$ _____ is the total amount due with this application for 2019. PLEASE WRITE YOUR BOOTH/SHOP NAME ON YOUR FORM OF 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 Information, 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 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:

Date received: _____ Check or MO #: _____ Amount received: \$ _____ Amount Owed: _____ Check or MO #: _____ Insurance Waiver: _____ Space number: _____ Welcome Letter sent on: _____

2019 Artisan/Merchant/Vendor Contract

June 15th & 16th, 22nd & 23rd, 29th & 30th 2019
Saturdays & Sundays ONLY from 11:00 AM – 6:00 PM

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, state taxes, Michigan State sales tax, 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 supersedes all prior negotiations and/or agreements between the parties. Any additions, deletions or revisions to the Contract made by the Merchant must be in writing, signed and dated by both parties in order to be valid. Any additions, deletions or revisions to the Contract made can be made verbally with no prior warning.

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, 2019 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.

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 **\$50 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 Minute 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 \$50 charge to the merchant.** Merchant will receive one verbal warning and then a written invoice due at the end of business for that weekend or the Merchant will not be permitted to return. 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. – 9:30 a.m. No need to call ahead sign in with management

15. The Merchant will be in attendance and open for business all three 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. The party physically signing the contract will also Physically be in attendance on the property during the Event hours.

16. MMRF will not permit an Adverse Possession claim to be filed with the state of Michigan. Therefore, any structures built on the property by the merchant will become the property of MMRF if left standing sixty (90) days after completion of the marked years event. The merchant will have continued use of the building as long as the merchant returns and the merchant will be responsible for all care, maintenance, betterments, improvements, safety, stability, structural integrity, liability and beautification of said building(s), within MMRF specifications, while utilizing the structure. MMRF will be the sole owner of all structures still standing 60 Days after the completion of the event. The merchant will then be granted a 5% discount on all rental fees, for each contract year going forward that the structure is used by the original builder/Merchant. Should the Merchant abandon the structure or not complete a contract, the merchant will have no claim, right, usage or liability over the structure and it will belong solely to MMRF.

Merchant can NOT sell, trade, demolish or otherwise abandon said structure. Doing so the merchant will not be granted use of the structure in future events and will lose all granted discounts and/or benefits.

17. Any and all belongings left by the merchant will become the property of MMRF to do with as they see fit. This includes but not limited to; merchandise, personal property, storage containers, camping equipment, structures and more. Merchant will have 90 days to remove all items from the conclusion of the event to collect and remove all items from MMRF property. Merchant agrees to surrender all items left with no further written warning required.

18. The merchant will use no more than the space designated in the contract and application. Merchant will pay an additional fee of \$55 for every 10 foot by 10 foot space utilized in, outside, around or behind the contracted rented space. Merchant will pay fee immediately upon expanding. Failure to pay will incur additional penalties which may include but not limited to the closure of the merchants "booth" or store, additional fee's, termination of contract, and/or removal of merchant from the event.

19. The Merchant agrees to not consume any alcoholic beverages of any kind between the festival hours of 11:00 AM until 6:00 PM. The Merchant herein agrees to not possess or use any federally illegal substances including but not limited to Marijuana. Any reported illegal activities will be reported to local law enforcement. Merchant also agrees to refrain from smoking any tobacco products unless in the specifically designated smoking areas as assigned by MMRF. There will be zero tolerance for any smoking within ones booth space or on the festival grounds except for the designated areas.

21. Non- Disclosure Agreement. For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall confirm with the receiving party that said information is confidential. Release of either written or verbally provided information is prohibited. The contents of the entire application is confidential information. All communications between the Merchant and MMRF are confidential.

- **Exclusions from Confidential Information.** Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.
- **Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.
- **Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.
- **Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.
- **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.
- **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.
- **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
- **Violations.** Should any disclosure be release and or the agreement violated the entire contract herein will be voided and no refund will be provided.

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 or update 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
2019

*Vendors are required to have a Liability waiver signed by **each and every** booth worker/employee/volunteer who will be in attendance. Anyone without a Liability waiver must purchase a ticket and enter as a patron.*

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, 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** and any of their owners/operators, management, affiliates, employees, vendors/merchants, entertainers, sponsors, cast, crew, volunteers and/or Kin (Family) entirely free from any and all liability. In signing I agree that **MMRF/GFLLC/TWD** 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 the any of the previous are caused by personal negligence, acts of god and/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 and that of any of my owners/operators, management, affiliates, employees, vendors/merchants, entertainers, sponsors, cast, crew, volunteers and/or Kin (Family). By signing I forfeit all rights to bring any suit against **MMRF/GFLLC/TWD** and any of their owners/operators, management, affiliates, employees, vendors/merchants, entertainers, sponsors, cast, crew, volunteers and/or Kin (Family) for any reason. In return, I will be permitted to participate in my contracted position at the event without repercussion and for the negotiated regulations, taxes and fees located within the contract and application. I understand that the contract can change and be updated at anytime without warning and may be done so verbally. I will also make every effort to obey all safety precautions, **MMRF/GFLLC/TWD** rules/regulations, MMRF Codes of Conduct, Michigan State Law, Tax laws and 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 agree that should provision of this Agreement 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.

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