



Mid-Michigan Enchanted Forest
2021 Season Entertainment Application and Contract
Festival Run: July 10th – 25th
Saturdays and Sundays ONLY
11 AM – 6 PM, Rain or Shine

Please read the application and contract carefully before signing.
 If accepted, this application is also the contract.
 For questions about the application, please contact: Tonik45@aol.com

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

- New applicants must submit a 10-minute video of the act with photos of garb, props, banners, flags, tents, or any other content for review. Returning applicants are required to submit a video if act content or look of act have changed. Applicants will be notified by **May 30th, 2021** whether they have been accepted or denied. Once accepted, no changes can be made.
- 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.

Have you been an Entertainer at the Enchanted Forest before?	Circle one: YES NO
Group/Act Name	
Contact Person	
Mailing Address	
Email Address	
Phone Number	
Number/Duration of Sets	Number of sets per day: _____ Duration of sets: _____
Rate per Weekend	
Payment Preference	Circle one: WEEKLY END OF RUN
Does the act include dangerous or hazardous materials? (insurance required)	Circle one: YES NO If yes, please describe: _____
Does the act have stage size requirements?	Circle one: YES NO
Does the act require electricity?	Circle one: YES NO If yes, please describe: _____
Does the act require any accessibility accommodations?	Circle one: YES NO If yes, please describe: _____
Entertainment Type (circle all that apply)	Musical/Singing Dance Combat Acrobatic Comedy Other: _____ Stage Entertainer Lane Entertainer
Act Website/Social Media site for promotion (submit promotional images to MidMichEnchantedForest@outlook.com)	
Brief Act Description (1-3 sentences) for promotion	
Names of Group/Act Members (All members must be individually registered to receive a gate token for entry to the Enchanted Forest. Only registered members will be permitted to camp)	
Insurance Policy and Carrier	
Tax ID # (if also vending)	

Camping and Parking – 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, campers, or a combination.

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

_____ **Total Camping Fees**

Vending Fees – Applicants may rent a vendor booth space for a fee to be deducted from the performance fee. A vendor application will need to be completed.

- _____ **\$180 - Standard Booth A** (accommodates a 10x10 tent or canopy, three (3) weekends, no electricity)
- _____ **\$240 - Standard Booth B** (accommodates a 10x10 tent or canopy, three (3) weekends, with electricity*)
- _____ **\$100 - Standard Booth C** (accommodates a 10x10 tent or canopy, three (3) weekends, back lane discount)

_____ **Total Vending Fees**

Will you have HAZARDOUS MATERIALS on site (i.e., generators, gasoline, propane, etc.)? _____ Yes _____ No

Are you eligible and interested in submitting a request to build a new structure?* _____ Yes _____ No

Are you interested in submitting a request to expand or improve upon an existing structure?* _____ Yes _____ No

*See Standards and Conditions for details.

- 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 **May 1, 2021** application deadline or the application will be denied. No exceptions.
- Retain pages 3 & 4 of this applications for your records. Mail pages 1, 2, and 5 with payment for fees to:

Mid Michigan Enchanted Forest
Attn: Entertainment
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	+
Camping Fees	~
Vending Fees	~
Total Balance	=

I agree to the total balance of the fees listed above. A \$50 fee service charge will be applied to the writer of any check denied for insufficient funds. Payments received prior to January 1, 2021 will not be cashed until after January 1, 2021.

Name (printed)

Signature

Date

Standards and Conditions

The Entertainer above, and each individual employee or volunteer 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 Entertainer to participate in the Festival but if accepted, this application is also the contract. Any Entertainer, or individual employee or volunteer thereof, who does not comply with these rules may be removed from the site and barred from future participation. All decisions of MMRF, its General Manager, 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.
- Entertainers are required to be at the MMRF site each day they are contracted to be there. If the Entertainer is absent without notification, MMRF reserves the right to void the contract and will not be held liable for fees.
- Entertainers 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, booths or lanes and is restricted to designated areas and outside the 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.
- For those also vending, see Vendor application for additional insurance and Tax ID information and requirements.
- Entertainers are permitted and encouraged to put out or pass a basket for tips.

Registration and Gate Tokens

- Check-in on Thursdays or Fridays requires a call-ahead appointment with management.
- Days and hours available for check-in are as follows:
 - o Thursday 12:00PM – 6:00PM
 - o Friday 12:00PM – 7:00 PM
 - o Saturday 7:00AM – 9:30AM (no appointment needed)
- A gate token or ticket are required for entry to the Enchanted Forest and to camp. Entertainers will supply the General Manager with a list of group members for authorization to receive gate tokens. Individual members will register at the ticket booth to obtain their gate token 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 entertainer use by MMRF prior to the season and at the beginning of each day. Entertainers are required to clean up after themselves to make the stage ready for the next scheduled act.
- Each Entertainer is responsible for having their gear at their assigned stage by 10:30AM. 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.
- Depending on time, weather, road conditions, and other considerations the lanes may be impassable for motor vehicles. Entertainers 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 is available for a fee. Camping and parking are available ONLY in the south field. The north field is reserved for patron parking. Only registered participants in possession of a gate token will be permitted to camp.
- 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. Fires are not permitted.

Operations

- Any child under the age of 13 authorized as part of an Entertainment group should be accompanied by an adult.
- Trash receptacles located on the lanes are for the benefit of our patrons.
- **ENTERTAINERS 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; a fees apply.
- 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 8/25/2021 will become the property of MMRF to dispose or make use of as seen fit with no further warning, written or verbal.

Weapons

- Entertainers must receive written approval to utilize weapons, fuel/fire, or other hazardous materials. 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

- Entertainers 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 \$250,000.00 to cover their activities while participating in this event. A copy of proof of insurance must accompany your application and will be kept on file with MMRF. If a copy is not received, the Entertainment application will be rejected; if the insurance is voided for any reason before or during the contracted event, the Entertainment contract will be void and the Entertainer will not be permitted to perform.

Small Print

- The Parties in this Contract intend their relationship be one between an independent contractor (Entertainer) and customer (MMRF). No employee, agent, servant, representative, or contractor of Entertainer 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 Entertainer's employees, employers' liability coverage, auto liability coverage, and general liability coverage shall be available from or through MMRF to Entertainer or employees, et al. of Entertainer at any time. Entertainer shall remain liable for the acts of its employees et al. during the performance of any Entertainer'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 Entertainer must be in writing, signed, and dated by both Parties to be valid.
- Entertainer 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. Entertainer 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 Entertainer's obligations arising under the Contract, and Entertainer 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 resulting from the performance contemplated herein.
- The Entertainer 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 Entertainer (or anyone in conjunction with the ownership or presentation of the performance by Entertainer) is infringing upon or violating any property right, patent right, or other legal right by performing the services contemplated herein, then the Entertainer 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 Entertainer and/or their employees et al. shall be the responsibility of the Entertainer; payment for any such damage shall be made by the Entertainer 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), Grainger Family LLC (GFLLC), Traver Well Drilling via Robert Traver & Katherine Traver (TWD) and any of their owners/operators, management, affiliates, employees, vendors/merchants, entertainers, sponsors, cast, crew, volunteers, and/or their kin (family) from any and all liability relating but not limited to injuries; property damage; theft that may occur prior to, during, and following the conclusion for the event. By signing this agreement, I agree to hold MMRF/GFLLC/TWD et al. entirely free from any and all liability. In signing, I agree MMRF/GFLLC/TWD et al. are to be held harmless in any and all capacities; including but not limited to financial responsibility for injuries incurred; theft and damage/destruction to personal property; tax and finance disputes; vandalism; personal injury; mental distress; loss of income; injury to others; injury to a patron and/or any other participant; and/or vehicular damage regardless of whether any of the previous are caused by personal negligence, acts of god, and/or acts of others.

I swear I am participating voluntarily with MMRF/GFLLC/TWD and the risks have made clear to me and I do not have any conditions which will increase the likelihood I will experience injuries while engaging pre-season, during season, and post season Event activities. I assume all responsibility for myself, my body, my mental state and that of any owners/operators, management, affiliates, employees, vendors/merchants, entertainers, sponsors, cast, crew, volunteers, and/or their kin (family), or guests associated with my contracted event and for any damages caused by the aforementioned to the property or the structures on the property.

By signing, I forfeit all rights to bring any suit against MMRF/GFLLC/TWD et al. for any reason. In return, I and those aforementioned for whom I have assumed responsibility will be permitted to participate in the event. I will also make every effort to obey all safety precautions, MMRF/GFLLC/TWD rules and regulations, MMRF Codes of Conduct, Michigan State Law, tax laws, and federal laws.

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

I, _____, HAVE READ THIS 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 INUCEMENT, ASSURANCE, OR GUARENTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE NAMED ABOVE TO THE GREATEST EXTEND ALLOWED BY FEDERAL AND MICHIGAN STATE LAW.

Name (printed)

Signature

Date