

Mid-Michigan Renaissance Festival's "Enchanted Forest"
2020 Season Entertainment Information and Application
Festival Run: July 11th – 26th, Saturdays and Sundays ONLY from 11 AM – 6 PM
Please read the contract, application, & information carefully before signing.

Terms: "Entertainers" refers to any individual entertainer or entertainment ensemble. "MMRF" refers to Mid-Michigan Renaissance Festival. MMRF is open for the dates and times listed above, referred to as the "Run" hereafter, in all weather conditions. MMRF is a child-focused event and all activities must be family-friendly and appropriate for children.

Requirements: Applicants are required to submit a 10 minute video of their act and photos of costumes, props, banners, flags, tents, or any other content to be used for review of their appropriateness to MMRF, uniqueness, and quality. Videos and photos of accepted applicants become the property of MMRF and may be used for promotion. MMRF may request changes for suitability; applicants unable to meet those requests may be denied. Applicants will be notified by May 30th, 2020 whether they have been accepted or denied. Once having been accepted, no changes can be to content.

Weapons policy: Only entertainers who receive written approval and carry their own insurance for their use may use weapons at MMRF. Entertainers are responsible for the safety of their group, if applicable, and audience. A safe distance between the act and the audience must be maintained. Violation of this policy will mean the immediate removal of the offending parties from the premises.

Set-up/Tear-down/Stages: All stages will be made ready for entertainer use by MMRF prior to the Run. Each entertainer is responsible for having their gear at their assigned stage by 10:30AM each day of the Run. Please be advised depending on time, weather, road conditions, and other considerations the lanes may be impassable for motor vehicles and such travel to and from stages not be possible. Entertainers are to bring a hand cart or other human powered vehicle for transporting gear and/or trash to and from their assigned stage. 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** each day of the Run. Entertainers are required to clean up after themselves to make the stage ready for the next scheduled entertainer. Entertainers are permitted and encouraged to put out or pass a basket for tips.

Trash: 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.

Utilities: MMRF is a rustic event with limited electrical capacity and select availability; a fee will apply for power access. Water is available at the ticket booth and has been tested and certified by the health Department of Tuscola County.

Camping: Limited camping space is available for a fee. Camping space is in the south field, outside of the Festival grounds. Fee schedule is available on the entertainment application and due with application. Only those registered as an entertainer or part of an entertainment ensemble who have completed and turned in a liability waiver will be permitted to camp on MMRF property. Fires are not permitted on the grounds.

Returning Entertainers: Both new and returning entertainers are required to complete the annual application process for each season. Unless changes have been made to previously approved content, returning entertainers are not required to submit pictures or videos.

Registration: Check-in on Thursdays or Fridays requires a call-ahead appointment with management. Days and hours available for check-in for the Run are as follows:

- Thursday 12:00PM – 6:00PM
- Friday 12:00PM – 7:00 PM
- Saturday 7:00AM – 9:30AM

Gate Tokens: All MMRF volunteers, entertainers, vendors, and re-enactors are required to have a gate token to access the grounds without a ticket. Entertainers will supply a list of individuals to the General Manager for authorization; individuals will report to the ticket booth and sign a liability waiver before receiving a gate token. Contact the General Manager with any concerns.

Drugs, Alcohol, and Tobacco: Entertainers are prohibited from consuming alcoholic beverages on the days of the Run before or during business 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 restricted to designated areas and outside the of sight of patrons. Individuals under the legal age permitted for the of tobacco or alcohol are always prohibited from the use of those products.

Insurance: Vendors are required to provide proof of insurance for their booth. An insurance declaration page is required with the application and should include a minimum of \$250,000 of liability coverage. ACCORD forms will not be accepted. Contact your insurance agent for more information. There are additional insurance coverage requirements to be met by those approved for the use of weapons or fire as part of their act.

Michigan State Sales Tax ID: MMRF requires all vendors have a copy of their sales tax license available for inspection by any MMRF or Michigan state official. MMRF is not liable for any licenses or fees the Vendor may be responsible for in order for them to conduct business.

Disclaimer:

I understand Mid-Michigan Renaissance Festival, Festival staff, volunteers, nor their affiliates will be held liable in the event of loss or damage to stage area, stock, vehicle, garb, personal belongings, or person before, during, or after Festival run hours. Vendors should carry with them a copy of their health insurance and a list of medications and/or allergies in the event of a medical emergency. I also understand that by signing this application I am, without payment to me, granting Mid-Michigan Renaissance Festival 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. By completing the application below I accept all the terms and conditions listed above.

Mid-Michigan Renaissance Festival's "Enchanted Forest"
2020 Season Entertainment Application
Festival Run: July 11th – 26th, Saturdays and Sundays ONLY from 11 AM – 6 PM

Name _____ Phone (____) _____ Age _____
Address _____ City _____ St _____ Zip _____
Email _____ Preferred Method of Contact _____
Show/Performance Name _____
Names of those who are members of the ensemble _____

ENTERTAINMENT TYPE Circle all that apply

Musical/Singing Dance Combat Acrobatic Comedy Other _____

Stage Entertainer Lane Entertainer

Description of show _____

Will you have any HAZARDOUS MATERIALS on site (i.e. swords, fuel) Yes _____ No _____

Does your show require electricity? Yes _____ No _____

If you are a stage entertainer, how many performances per day would you like? _____

What is your requested performance fee? _____

What is your payment preference? _____ Weekly _____ End of Run

Booth Rental – We offer our entertainers option to utilize a vendor booth space in exchange for deducting the rate from the performance fee.

_____ **\$180 - Standard Booth A** (10x10 site, three (3) weekends, no electricity)

_____ **\$240 - Standard Booth B** (10x10 site, three (3) weekends, with electricity*)

_____ **\$100 - Standard Booth C** (10x10 site, three (3) weekends, back lane discount)

_____ Total Booth Fees

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. Only those listed below will be permitted to camp and 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 Festival grounds. Be sure to indicate if you are using multiple tents, campers, or a combination.

Who will be camping at the campsite you are renting? _____

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

Gate Tokens: Entertainers will be issued gate tokens which will be released to those named on this application once liability waivers have been returned for each recipient.

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

Please complete the fee chart below. All fees and completed application are due and to be paid in full prior to the **May 1, 2020** application deadline or the vendor application will be denied. No exceptions.

Fee Description	Fee Amount
Performance Fee	+
Booth Fees	-
Camping Fees	-
Total Balance	=

In signing this application, the Entertainer agrees to abide by the rules and conditions set by MMRF, including but not limited to those detailed in the Entertainer Information and Application, liability waiver, and event contract. This application does not guarantee the acceptance of any Entertainer to participate in the Festival. If accepted, Entertainers will receive their welcome packet via their preferred method of contact, postmarked by **May 30, 2020**.

Paperwork to:
 Mid-Michigan Renaissance Festival
 Attn: Entertainment
 5120 Maple Rd.
 Frankenmuth, MI 48734

 Participant Signature

 Date

 Parent/Guardian Signature

 Date

Mid-Michigan Renaissance Festival's "Enchanted Forest"
Grainger Family LLC
Traver Well Drilling
Release and Waiver of Liability
Assumption of Risk and Indemnity Agreement
2020 Events

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 my one-time 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 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.

Participant Signature

Date

Participant Signature

Date

Mid-Michigan Renaissance Festival's "Enchanted Forest" 2020 Season Entertainment Contract

The terms and provisions of this Mid-Michigan Renaissance Festival's Enchanted Forest Contract (the Contract) represent the agreement (the Agreement) between the parties (the Parties) Mid-Michigan Renaissance Festival (MMRF) and _____ (Entertainer) for the duration 2020 MMRF Season (the Season), which begins for the undersigned on the date of this signing and ends December 31, 2020, and the festival run (the Run), the hours and dates for which are as follows: 11AM – 6PM on July 11th, 12th, 18th, 19th, 25th & 26th.

1. The Parties in this Contract intend their relationship be one between an independent contractor and customer. No employee, agent, servant, representative, or contractor of Entertainer shall be or deemed to be an employee, agent, servant, representative, or contractor of MMRF. After content approval is made by MMRF, the manner, means, and methods of providing the services contemplated in the Contract are to be under the sole direction and control of Entertainer, apart from arrival and departure times for Entertainer set by MMRF. 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.
2. 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. Entertainer 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), judgements, costs (including attorney's fees), actions and causes action arising out of the negligence or intentional acts or omissions of Entertainer or its employees et al. 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. 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.
4. Entertainers are required to be 18 years of age or older. Any exceptions will be made of the Owner/Operator and with the written permission of the legal parent/guardian.
5. The Entertainer hereby agrees to the release of their name and likeness for any and all advertising to be done by MMRF.
6. All Entertainers are required to be at the MMRF site every day they are contracted to be there. If they are absent without notification (No Call, No Show) MMRF has all rights to void the contract and will not be liable to pay any fees to the Entertainer.
7. Entertainers are permitted to set up at their leisure. However, when vehicles are brought on the lanes for the purposes of loading or unloading, Entertainers are allowed thirty (30) minutes to move gear. The vehicle is to be removed from the lanes before continuing with set-up of the rented site and the product and gear should be ready for loading before the vehicle is brought onto the lanes. Additionally, vehicles must be off the Festival lanes no later than 10:00 AM each day of the Festival run. You may bring/use a hand cart to transport any props on the lanes and to/from stages or performance areas. A \$50 fee may be applied to violators and will be due by end of the same business day in which the violation occurred.
8. Only Entertainers who receive written approval may utilize weapons, fuel/fire, or other hazardous materials as part of their act at MMRF. Approved Vendors are responsible to have all federal, state, and county permits necessary to use such items and shall assume all responsibility associated with such use. Approved Entertainers are responsible ensuring all weapons are peace-tied or otherwise secured when not in use as part of the act. Entertainers shall carry additional insurance to cover the use of such items.
9. Entertainers who use hazardous materials, included but not limited to weapons, fuel, and/or fire, 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.
10. Unless otherwise agreed by the Parties in writing, the Entertainer shall provide all necessary equipment for their volunteer tasks and/or performance at the Entertainer's sole expense. Entertainer shall be prepared to begin performance at the date and time set forth in this contract and according to the stage schedule for the Run, if applicable. Any required set-up shall be completed by the Entertainer in advance of the Run.
11. The Entertainer assumes all responsibility for the set-up, tear-down, and clean-up of any rented camping or booth sites. The Entertainer will remove all trash and/or garbage out to the designated dumpster at the end of each Festival run business day and WILL NOT put their trash into the trash bins provided for Patron use. A \$20 per diem clean-up fee will charged to any violators.
12. Entertainers are prohibited from consuming alcoholic beverages on the days of the Run before or during business 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 restricted to designated areas and outside the of sight of patrons. Individuals under the legal age permitted for the of tobacco or alcohol are always prohibited from the use of those products.
13. Any and all belongings more than 60 days after the completion of the 2020 Festival run will become the property of MMRF to dispose or make use of as seen fit. This includes, but is not limited to, merchandise, personal property, storage containers, camping equipment, and structures. Entertainers agree to surrender all items left on the property after September 26, 2020 with no further warning, written or verbal.
14. Entertainer agrees to comply with all local ordinances and codes, state and federal statutes and regulations, 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 r resulting from the performance contemplated herein.
15. If any actions by Entertainer are in conflict with any MMRF rules or regulations while on MMRF property or while acting in association with MMRF, verbal notification to correct the conflict will be made by MMRF management; failure to do so may result in MMRF's immediate termination of the Contract.
16. 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.

17. 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.

18. If an Act of God, nature, war, riots, epidemics, strikes, an act or order of public authority, on-site mechanical difficulties (e.g., 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.

19. 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.

20. In signing the Contract, the undersigned parties hereby represent and warrant 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.

Participant Signature

Date

Parent/Guardian Signature

Date