

# **High Desert Pirate Renaissance Faire**

## **March 18-19, 2017**

### **Entertainer Agreement**

1. Entertainer herein will be referred to as the Entertainer, and N.W.A.R.E. Events LLC as Operator of the.
2. DATES AND TIMES: The event will be held on **SATURDAY & SUNDAY March 18-19, 2017 10:00 AM to 6:00 PM both days. REGISTRATION & SET-UP TIME: FRIDAY, March 17, 2017 – 8:00 AM –9:30 PM; SATURDAY 7:30 to 9:30 AM. Gates will be locked at midnight until 7:00 AM additional information to follow on confirmation.**
3. LOCATION: The event will be held at 7500 Arrowhead Lake Rd, Hesperia, CA 92345
4. THEME: The theme for this event is **Golden Age of Piracy**. If you stay within a European 14th to 16th century style you should blend in well. If you stick to the basic outlines in this contract both you and your booth should fit in fine.
5. ENTERTAINER'S COSTUMING AND BOOTH CONSTRUCTION: Entertainer shall be responsible for creating their own costume attire and booth theme, which must comply with the Event's theme. All Entertainers will comply with the instructions given herein regarding decorations. Modern tables, aluminum tent poles and other such modern items must be covered. No vinyl tent walls or roofs, no bungee cords, no plastic of any kind will be allowed. Booths must also comply with government rules and regulations regarding health, fire and safety. Entertainer shall provide the Operator of the Event with pictures of their costuming and booth for approval.
6. AMPLIFIED MUSIC: Tape-recorded or amplified music will not be allowed by anyone other than a Vendor selling authentic music. Vendors selling authentic music must have speakers covered and out of sight or use headsets for the customers. NO RADIOS.
7. VEHICLES AND PARKING Drive on Fee: \$25.00 per vehicle, for that fee you get to drive on off load and drive off and drive on to load and drive off, vehicles must be off loaded and off site in 30min unless prior authorization has been given by the Operator of the event. No overnight parking on the "Faire Site". **The drive on fee and loading time is set by the venue and NOT the Operator.** The Operator of the Event will provide 2 vehicle or trailer parking passes for each Vendor booth. All vehicles must be parked in assigned parking areas and not on roadways. **VEHICLE PASSES SHOULD HAVE NAME AND BOOTH NAME ON THEM AND ARE TO BE KEPT VISIBLE ON VEHICLE DASH/WINDOW AT ALL TIMES. OTHER WISE THE VEHICLE WILL BE TOWED AT THE VEHICLE OWNERS EXPENCE.**

**8. SITE ENTRY: Entertainers must show their passes to security upon request and will not be allowed to enter Event without pass (Medallion). Every Entertainer must sign a waiver to receive a gate pass (Medallion).**

9. INDEMNITY AGREEMENT INDEMNITY AGREEMENT: Entertainer shall indemnify and hold the Operator of the Event from any and all claims, debts, or liabilities arising by contract, tort, or otherwise out of the operations of the booth(s) and shall defend any lawsuits or claims brought against the Operator of the Event by any third party of any nature of form whatsoever as a result of the Entertainer's operation. The Entertainer agrees to hold the Operator of the Event from all claims for damage or loss arising out of or connected with, in any way whatsoever, the Entertainer's use of connection therewith.

10. EVENT AND GOVERNMENTAL REQUIREMENTS: Entertainer shall operate booth(s) in complete compliance with all rules & regulations and directives of the Operator of the Event. Failure to follow such will be deemed to give authority to the Event to close the Entertainer's booth(s) and to bar the Entertainer and his/her employees from the Event site. The Operator of the Event be the sole determiner of such failure. Entertainer, as an independent contractor is solely responsible for his/her own Workman's Compensation insurance as regards to his/her own employees, helpers, etc. The Operator of the Event reserves the right to remove any Entertainer and close their respective booth(s) if proper conduct is not followed. This includes, but is not limited to rudeness, public intoxication, illegal substances, selling works not authorized, security violations, obstructing traffic, etc.

11. ATTENDANCE: Entertainer agrees by the signing of this contract to be present at all times the Event is in operation. To assure a consistency in the breakdown and cleaning process Sunday evening, all Entertainers shall remain open until the Event closes on Sunday.

12. USE OF ENTERTAINER'S NAME OR PHOTOGRAPH: Entertainer consents to the use of his/her name, picture, image, recorded voice or music and those of his/her employees and agents by the Operator of the Event, it's assignments and it's licenses, in connection with Events and without inspection, for such purposes of commercial or promotional usage's.

13. USES OF SERVICE MARK OR LOGO: Entertainer understands and agrees that the Operator of the Event "Names" and various logos thereof are the service marks and trademarks of N.W.A.R.E. Events LLC. Entertainer understands and agrees not to use said marks without express written authorization of the respective entity.

**14. CANCELLATION: CANCELLATION MUST BE IN WRITING 15 DAYS PRIOR TO THE EVENT**

15. SEVERABILITY: Each and every covenant and agreement contained in this contract shall be for all purposes construed to be a separate and independent covenant and agreement, and the breach of any covenant or agreement herein by Operator of the Event shall in no way or manner discharge or relieve the Entertainer from the Entertainer's obligation to perform each day and every convenient and agreement herein. If any term or provision of this contract, or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this contract shall not be affected thereby and each term and provision of this contract shall be valid and shall be enforceable to the fullest extent permitted by law.

16. DISCLAIMER: Operator of the Event shall not be responsible in any manner or form whatsoever for failure of the Event to be open or be operable for any reason of cause whatsoever; it being the intent of the parties that all risks of operation or lack of operation of the Event shall be borne entirely by the Entertainer and negotiations, if any by the Event shall be at the direction of the Operator of the Event and further that any demands, torts, or causes of action shall be submitted to a mutually agreed upon arbitrator for negotiation and settlement. Operator of the Event will provide security of site, however, the Operator of the Event shall have no liability of theft or damage to merchandise or displays of any Entertainer or other persons entering the Event grounds with or without the consent of the Operator of the Event.

17. VALIDITY: This contract will be received, signed by the Entertainer, and accompanied by a check or money order for the appropriate fees. This contract will become valid upon being signed by authorized personnel of the Operator of the Event.

19. ANIMALS: If you bring an animal (horse, etc.) with you, **you must provide** the Operator of the a copy of a Liability Insurance for your animal/animals naming N.W.A.R.E. Events LLC P.O. Box 1021 Apple Valley, CA 92307 as also insured. Dogs must be on a leash at all times and under reasonable control. As per San Bernardino County, CA Code 32.0108. **Failure to comply will result in ejection of the animal and Participant.**

**PLEASE KEEP THIS AGREEMENT FOR YOUR INFORMATION AND COMPLETE THE ENTERTAINER APPLICATION AND RETURN AS SOON AS POSSIBLE.**

**High Desert Pirate Renaissance Faire  
PO BOX 1021  
Apple Valley, CA. 92307**

**Phone (760) 684-0387  
Website: [www.HDPirateFaire.com](http://www.HDPirateFaire.com)  
E-mail: [HDPirateFair@yahoo.com](mailto:HDPirateFair@yahoo.com)**

## **ENTERTAINER APPLICATION**

**Please complete this form and return with additional requested information to High Desert Pirate Renaissance Faire**

NAME OF ACT NAME \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER - DAY \_\_\_\_\_

EVENING \_\_\_\_\_

**E- MAIL ADDRESS:** \_\_\_\_\_

**WEBSITE/FACEBOOK** \_\_\_\_\_

**THE FOLLOWING MUST BE COMPLETED:**

1. **ENTERTAINER:** Provide a short outline of your act, stage, street performances, etc.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**All requested fees will be considered, however, due to the limited entertainment budget these fees may be negotiated or refused.** \_\_\_\_\_

3. A current photograph is required.

4. Complete gate list of your performers. Please type your gate list on a separate sheet of paper with the name of your group at top of page OR use the enclosed form. **Include members only. Changes or additions will not be accepted after February 1, 2017.**

I have read and understand Paragraphs 1 through 23 of the Entertainer's agreement

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

RETURN ALL REQUESTED INFORMATION TO;

High Desert Pirate Renaissance Faire  
PO BOX 1021 Apple Valley, CA. 92307  
Email: HDPirateFair@yahoo.com

**Phone (760) 684-0387**  
**Website: www.HDPirateFaire.com**

Please keep agreement pages 1-3 for your information. Return completed form, outline, gate list, etc.

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**GATE LIST FORM**

**ENTERTAINER NAME** \_\_\_\_\_

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_