



Mid-Michigan Enchanted Forest
2021 Season Vendor 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 photos of wares, garb (costumes), props, banners, flags, tents, or any other content for review; all should be in the Renaissance, Steampunk, or Fantasy theme. Pop-Up style tents, canopies, or other modern appearing structures must be camouflaged to match the theme. Plastic tarps are not permitted. Returning applicants are required to make submissions if they have made changes since previous submission. Once accepted, no changes can be made.
- Applicants will be notified by **May 30th, 2021** whether they have been accepted or denied. Denied applications will be refunded with notification.
- 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 a Vendor at the Enchanted Forest before?	Circle one: YES NO
Business/Booth Name	
Contact Person	
Mailing Address	
Email Address	
Phone Number	
Does the booth require electricity?	Circle one: YES NO
Does any part of the vendor group require any accessibility accommodations?	Circle one: YES NO If yes, please describe:
Goods and/or Services to be offered:	
Business Website/Social Media site for promotion (vendors are encouraged to submit promotional images to MidMichEnchantedForest@outlook.com)	
Brief Business Description (1-3 sentences) for promotion	
Names of Booth Workers/Volunteers (All booth workers/volunteers must be individually registered to receive a gate token for entry to the Enchanted Forest. Only those registered will be permitted to camp.)	
Insurance Policy and Carrier	
Tax ID #	

Camping and Parking – Camping is available for a 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**

Vendor Type/Needs – Select and add all that apply for total Vending fee. These fees are applicable to the space utilized for vending goods and services. Use of space beyond what is allocated for that purpose will be assessed a separate use fee.

- _____ \$180 - Standard Vendor A (accommodates a 10x10 tent or canopy, three (3) weekends, no electricity)
- _____ \$240 - Standard Vendor B (accommodates a 10x10 tent or canopy, three (3) weekends, with electricity*)
- _____ \$100 - Standard Vendor C (accommodates a 10x10 tent or canopy, three (3) weekends, back lane discount)
- _____ \$ 30 - Add on for 10x20 tent or canopy (three weekends only)
- _____ \$ 60 - Add on for 20x20 tent or canopy (three weekends only)
- _____ \$300 - Food Vendor (includes electricity*)
- _____ \$135 - Lane Vendor (no booth space provided/ vendor responsible for mobile unit)
- _____ \$ 75 - Single Weekend A (accommodates a 10x10 tent or canopy only, no electricity, limited availability)
- _____ \$ 85 - Single Weekend B (accommodates a 10x10 tent or canopy only, with electricity*, limited availability)

_____ **Total Vending Fees**

For vendors requiring sites larger than 20x20 and for those utilizing structures already existing on the property, additional fees will be assessed on a case-by-case basis. A **Use Fee** of \$55 will be applied per each additional 10x10 space within the Festival grounds utilized by vendors for any purpose other than the vending of goods and services and such use must be approved in advance. Use fees are due with the application or the application will be deemed incomplete and will be denied. Contact Enchanted Forest Owner/Operator directly at Tonik45@aol.com to discuss terms.

Food Vendors – Food vendors must apply for health inspection with Tuscola County; applications submitted prior to March 1, 2021 may be substantially lower than those submitted after that date. Food vendors are required to carry enough stock to supply the needs of the patrons during each day of the Festival run and to have a worker available specifically to run for any needed supplies. Food Vendors must have water with a tap for hand washing, must meet with OSHA and Tuscola County health and food preparation regulations, and are responsible for passing County inspection prior to opening. Food Vendors are permitted the use of electricity as part of the Food Vendor fee. Food vendors are responsible for keeping the area around their booth and area surrounding clean from trash. Booths using hot grease must have a BC fire extinguisher inside – an ABC will not meet requirements.

Gate Tokens: Vendors will be issued 2 gate tokens. Additional tokens can be purchased for \$5 each. See Standards and Conditions for further details.

- _____ How many additional gate tokens will you require?
- _____ **Total Gate Token Fee@ \$5 each**

- 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 4 – 6 of this applications for your records. Mail pages 1 – 3 & 7 with payment for fees to:

Mid Michigan Enchanted Forest
 Attn: Vendor
 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******

If you are an entertainer also seeking to rent a vending space, please use the fee chart on the entertainment application.

Fee Description	Fee Amount
Vending Fee	+
Additional Vending Fees	+
Use of Space Fee	+
Camping Fee	+
Gate Token Fee	+
Total Amount Due	=

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 Vendor 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 Vendor to participate in the Festival but if accepted, this application is also the contract. Any Vendor, 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.
- Vendors are required to be at the MMRF site each day they are contracted to be there. Signer of these documents must be in physical attendance with their booth for the event. If the Vendor is absent without notification, MMRF reserves the right to void the contract and will not be held liable for fees.
- Vendors 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 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.
- Vendor using generators must have a minimum of two (2) fire extinguishers within the rented site. Generators must be in good working order and kept out of sight of the public.

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. Vendors will supply the General Manager with a list of those authorized 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

- Booth spaces will be made ready for vendor use by MMRF prior to the season opening. Vendors are required to clean up in and around their booth at the end of each day and at the end of the season. A cleaning fee will be assessed against violators.
- Vendors are responsible for having their booth Patron-ready 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. Due to the narrow lanes, Vendors will need to unload and remove their vehicles from the lanes before setting up their booth space.
- Depending on time, weather, road conditions, and other considerations the lanes may be impassable for motor vehicles. Vendors are encouraged to bring a hand cart or other human powered vehicle for transporting wares and/or trash to and from booth.

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 a Vendor group should be accompanied by an adult.
- Trash receptacles located on the lanes are for the benefit of our patrons.
- **VENDORS 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; 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 August 26, 2021 will become the property of MMRF to dispose or make use of as seen fit with no further warning, written or verbal.

Weapons

- Only Vendors who receive written approval may sell weapons at MMRF. Approved Vendors are responsible to have all federal, state, and county permits necessary to sell such items and shall assume all responsibility associated with such sales. Approved Vendors are responsible ensuring all weapons are peace-tied or otherwise secured at the time of sale. In no instance shall weapons be sold to or by individuals less than 18 years of age; in accordance with Michigan law, approved vendors are responsible for enforcing this policy. Violation of this policy will mean the immediate removal of the offending parties from the premises. See insurance requirements.

Insurance

- Vendors are responsible for maintaining their own liability insurance coverage of no less than \$250,000.00 to cover their rented site, structure, product, and any vehicle or cart used 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 Vendor application will be rejected; if the insurance is voided for any reason before or during the contracted event, Vendor will not be permitted to setup and/or sell any merchandise or service.
- Vendors approved to sell weapons or hazardous materials 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 Vendor application will be rejected; if the insurance is voided for any reason before or during the contracted event, the Vendor contract will be void and the Vendor will not be permitted to perform.

Returning Vendors:

- After their second consecutive festival season, returning Vendors may submit a request to build a semi-permanent structure or expand upon an existing structure at their own expense. At a minimum, requests will include building plans and any other information required by the Owner/Operator. Those approved for building or expansion are responsible for all care, maintenance, betterments, improvements, safety, stability, structural integrity, liability, and beautification of said structure within MMRF specifications. Semi-permanent structures should be disassembled and removed no later than 30 days after of the completion of the 2021 season; the final day of removal is August 26, 2021 will become the property of the MMRF, per the State of Michigan's Adverse Possession Laws.

Small Print

- The Parties in this Contract intend their relationship be one between an independent contractor (Vendor) and customer (MMRF). No employee, agent, servant, representative, or contractor of Vendor 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 Vendor's employees, employers' liability coverage, auto liability coverage, and general liability coverage shall be available from or through MMRF to Vendor or employees, et al. of Vendor at any time. Vendor shall remain liable for the acts of its employees et al. during the performance of any Vendor'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 Vendor must be in writing, signed, and dated by both Parties to be valid.
- Vendor 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. Vendor 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 Vendor's obligations arising under the Contract, and Vendor 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.

- The Vendor 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 Vendor (or anyone in conjunction with the ownership or presentation of the performance by Vendor) is infringing upon or violating any property right, patent right, or other legal right by performing the services contemplated herein, then the Vendor 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 Vendor and/or their employees et al. shall be the responsibility of the Vendor; payment for any such damage shall be made by the Vendor 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