



**Mid-Michigan Enchanted Forest**  
**2023 Season Entertainer Application/Contract**  
**Festival Run: July 15<sup>th</sup> – 30<sup>th</sup>, 2023**  
**Saturdays and Sundays ONLY**  
**11 AM – 6 PM, Rain or Shine**

Festival Owner, Toni Knoll  
[Tonik45@aol.com](mailto:Tonik45@aol.com), ph 989-652-2362

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

- Applicants must submit a 5-minute video of the act along with photos of their props, garb (costumes), etc. for review. All items should be in the Renaissance, Steampunk, or Fantasy theme. Once accepted, no changes can be made.
- Applications are due by **March 1<sup>st</sup>, 2023**. Applicants will be notified by **April 15<sup>th</sup>, 2023**, whether they have been accepted or denied.
- 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. Please read the application and contract carefully before signing.

<b>Applicant/Contact Name</b>	
<b>Group/Act Name</b>	
<b>Mailing Address</b>	
<b>Email Address</b>	
<b>Phone Number</b>	
<b>Have you been an Enchanted Forest Entertainer before?</b> (If YES, video and photos are not required unless different from your last appearance at the Enchanted Forest.)	YES ____ NO ____
<b>Number/Duration of Shows</b>	Number of shows per day: ____ Duration of shows: ____
<b>Rate per Weekend</b>	
<b>Payment Preference</b>	Mark one: WEEKLY ____ END OF RUN ____
<b>Number of Festival ID Badges Required</b>	
<b>Names of people receiving Festival ID Badges</b> (All members must be individually registered to receive Festival ID for entry to the Enchanted Forest. Only those registered will be permitted to camp)	
<b>Insurance Policy and Carrier</b>	
<b>Tax ID #</b>	
<b>Does the act include dangerous or hazardous materials?</b> (If YES, proof of liability insurance required)	YES ____ NO ____ If YES, please describe:
<b>Does the act have stage size requirements?</b>	YES ____ NO ____ If YES, please describe:
<b>Does the act require electricity?</b>	YES ____ NO ____

<b>Does the act require any accessibility accommodations?</b>	YES _____ NO _____ If YES, please describe:
<b>Type of act?</b>	Mark one: STAGE _____ LANE _____
<b>Entertainment Type</b> (Circle all that apply)	Musical/Singing    Dance    Combat    Acrobatic    Comedy  Other:
<b>Act Website/Social Media</b> (For festival website; entertainers may send additional promotional images to <a href="mailto:MidMichEnchantedForest@outlook.com">MidMichEnchantedForest@outlook.com</a> )	
<b>Brief Act Description</b> (1-3 sentences for festival website/ program)	

**Camping and Parking** – On-site camping is available. Unless the use of a medical device is required, electricity will not be available to those who are tent camping. Unless the use of a medical device is required, camp sites for RVs/ campers (i.e., with electricity hook-up) are available on a first-come, first-served basis. See Standards and Conditions for further details.

Please mark which nights in July you wish to camp on-site.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30		# of Tents per night? _____		# of RV/Campers per night? _____		
		Size of Tent(s)? _____		Size of RV/Camper(s)? _____		

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

\_\_\_\_\_ **\$300 - Standard 3-weekend Vendor Fee** (10x10 tent or canopy)

\_\_\_\_\_ **\$165 - 3-weekend Lane Vendor Fee** (no booth space provided - vendor responsible for their own cart/ mobile unit)

**Festival Identification:** Entertainers will be issued Festival IDs for each member of their group. See Standards and Conditions for further 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 **March 1, 2023**, application deadline or the application will be denied. No exceptions.
- Please include a copy of proof of your Liability Insurance.
- Retain pages 4-6 of this application for your records.
- **Mail pages 1-3 and one signed copy of page 7 for each member of the group 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 per weekend	+
Vending Fee per weekend	-
Total Balance per weekend	=
Number of weekends performing	x
Total Balance for entire festival season	=

I agree to the total balance of the payment above. I also agree that I have read, understood, and will abide by the Standards and Conditions outlined in pages 4-6 of this document.

\_\_\_\_\_  
Entertainer Name (printed)

\_\_\_\_\_  
Entertainer Signature

\_\_\_\_\_  
Date

**FOR FESTIVAL USE ONLY**

This contract is not valid without a signature from a representative of the Enchanted Forest festival.

\_\_\_\_\_  
Festival Representative Name (printed)

\_\_\_\_\_  
Festival Representative Signature

\_\_\_\_\_  
Date

## STANDARDS AND CONDITIONS

The Entertainer above, and each individual member 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, the Entertainer grants 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 they 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 member thereof, who does not comply with these rules may be removed from the site and barred from future participation. All decisions of MMRF, its Owner, and any agents acting on their behalf are final. 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 or payment of remaining funds.
- **Entertainers are prohibited from consuming alcoholic 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, in vendor booths, or in the lanes and is restricted to designated areas outside the line 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.
- For those also vending, see Vendor application for additional insurance and Tax ID information and requirements.
- Entertainers are permitted and encouraged to “pass the hat” for tips.

### **Registration and Festival ID**

- Days and hours available for check-in are as follows:
  - o Thursday 12:00PM – 6:00PM (requires a call-ahead appointment with management)
  - o Friday 12:00PM – 7:00 PM (requires a call-ahead appointment with management)
  - o Saturday 7:00AM – 9:30AM (no appointment needed)
- A Festival ID is required for entry to the Enchanted Forest and to camp. Entertainers will supply the event with a list of their members who are authorized to receive identification. Individual members will register at the ticket booth to obtain their Festival ID 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. As part of their scheduled performance slot, 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 each festival day. **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, Entertainers will need to unload and remove their vehicles from the lanes before setting up their performance space.
- 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.

### Performance Etiquette

- All Entertainers are expected to start their shows within 5 minutes of the scheduled start time, regardless of the number of people in the audience at the scheduled start time.
- All shows must end 30 minutes after the scheduled start time. This will provide a 15-minute window in which the Entertainer can remove their props from the stage and the next scheduled Entertainer can set up their props and gather an audience.
- Entertainers can walk the lanes hawking their shows but should not do so near an audience that has gathered to see another Entertainer or Reenactor. Do not disrupt ongoing shows or poach audience members.

### Camping and Parking

- Camping and parking are available ONLY in the south field. The north field is reserved for patron parking. Only registered festival participants in possession of a Festival ID will be permitted to camp. No outside visitors are permitted in the camping site.
- 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 Entertainers 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.
- No ground-level fires are permitted - fires must be contained within a raised fire pit. The use of fireworks, fire-based props, or toys is not permitted in the camping area.
- Quiet hours are from 10pm to 6am. Please limit light and noise during this time.

### 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 to certain stages/areas of festival grounds.** Battery-powered electronic devices (such as sound amplification) are strongly recommended. If you require an electrical outlet, please make sure to indicate it on the first page of this application.
- 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 30 days after the end of the event 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 in their performances. 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 to cover their activities while participating in this event. The Mid-Michigan Renaissance Festival must be added as an Additional Insured to the policy for the duration of the festival. **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 r 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) and Grainger Family LLC (GFLLC) 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 et al. entirely free from any and all liability. In signing, I agree MMRF/GFLLC 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, and the risks have been 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 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 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 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 VOLUNTARILY, WITHOUT ANY INDUCEMENT, 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