

Alabama Medieval Fantasy Festival

Office: 7165 Old Pascagoula Rd Theodore, Al 36582
Entertainment Director: 334-399-3214 Business Office: (251) 423-1257

ENTERTAINMENT ENGAGEMENT CONTRACT

This agreement entered this ____ day of _____, by and between
Alabama Medieval Fantasy Festival, Inc. (hereafter ALMFF) and

_____ (hereafter ENTERTAINER) of

who can be reached at (phone number) _____.

IT IS HEREBY AGREED:

1. ALMFF agrees to pay ____ per day ___ /or (circle all that apply) vending rights, tip/full hat rights, promo passes, meal/beverage daily.

To engage entertainer to provide entertainment in the following manner:

With physical presence and patron interaction throughout each day from 9:45 am to 5 pm
,also the procession and end of day event each day

On the dates of ___/___/___ to ___/___/___ from 9:45 am till 5 pm

at the Alabama Medieval Fantasy Festival, held at the following site: 4776 Fort Dale Rd.
Greenville Al. 36037

Entertainer agrees to perform according to all scheduling of performance times set by
ALMFF for the event.

ENTERTAINER agrees to perform at the Alabama Medieval Fantasy Festival days of
___/___/___ from 10 am to 5 pm Additionally, ENTERTAINER agrees to be present at a
STAFF MEETING at 4:30 pm c.s.t., Friday, ___/___/___ Or the 9am Meeting Saturday
___/___/___ to be held at the Festival Site, This MEETING is mandatory and
ENTERTAINER WILL NOT BE PAID FOR THE MEETING.

2. ENTERTAINER agrees to provide all its/his/her own props, costumes and other accoutrements necessary to the performance of said entertainment. ENTERTAINER further agrees that it shall not attempt to perform any form of entertainment/action that shall otherwise endanger any member of the public or other person(s) and that said act will be in Medieval clothing. Entertainer agrees to following the rules of conduct set forth for all festival participants.

3. ENTERTAINER AGREES TO HOLD ALMFF HARMLESS FOR ANY AND ALL LIABILITY FOR PERSONAL INJURY TO ENTERTAINER OR ANY MEMBER OF ENTERTAINERS TROUPE OR ANY PERSON TRAVELING WITH ENTERTAINER FOR ANY PURPOSE THAT MAY ARISE AS A RESULT OF ANY ACCIDENT, NEGLIGENCE OR OTHER OCCURRENCE THAT MAY OCCUR DURING THIS EVENT OR AT ANY TIME UPON THE EVENT GROUNDS. LIKEWISE, ENTERTAINER AGREES TO BE LIABLE AND TO INDEMNIFY ALMFF FOR ANY ACTS OF NEGLIGENCE, OR ANY OTHER ACCIDENT , DAMAGE, OR OCCURRENCE CAUSED BY ENTERTAINER OR ANY MEMBER OF ENTERTAINERS TROUPE OR ANY PERSON TRAVELING WITH ENTERTAINER FOR ANY PURPOSE THAT MAY OCCUR DURING THIS EVENT OR AT ANY TIME WHILE UPON THE EVENT GROUNDS.

4. ENTERTAINER assures & agrees he/she/they have/has insurance for the troupe or is bonded or self-insured of reasonable amount for liability claims. Documentation must be on file.

5. ENTERTAINER agrees, in addition to signing this agreement, that he/she/they is/are an Independent Contractor(s) under this agreement and further agrees upon arrival at the site to sign an INDEPENDENT CONTRACTOR AGREEMENT verifying that he/she/they/it is an independent contractor and is not an employee or agent of ALMFF, and as such said ENTERTAINER is solely responsible for its own payment of any federal, state or other taxes, licenses and liabilities related to compensation received under this contract. ENTERTAINER guarantees that it has the power/authority to bind all troupe members listed on this agreement to this contract and all troupe members are individually liable under this agreement to all provisions of this contract. Entertainer agrees to sign any federal or state tax forms necessary under this agreement.

6. ENTERTAINER agrees to give notice no later than twenty (20) days prior to the date of opening day of event of any inability to perform under the terms of this contract, understanding that ENTERTAINER's role in the ALMFF is vital and failure to give notice such that ALMFF may employ an emergency replacement for ENTERTAINER would irreparably harm ALMFF. Therefore, failure to give notice within 20 days prior to the date of event of ENTERTAINERS inability to perform under this agreement, or otherwise ENTERTAINERS failure to show up to perform for the ALMFF on the dates of the event, will subject the ENTERTAINER to minimum damages in the amount of \$150.00. THIS PROVISION SHALL APPLY IN ALL CASES, SITUATIONS & CIRCUMSTANCES FOR WHICH THERE SHALL BE NO EXCUSE OTHER THAN ACT OF GOD OR THE DEATH OR ILLNESS OF ENTERTAINER OR IMMEDIATE FAMILY MEMBER.

7. This is a rain or shine event however In the event of inclement weather that suspends or terminates any portion of the allotted time for performances due to closing of the site or event due to inclement weather there shall be a reduction of the total fees due entertainer(s) as follows: one half day lost to inclement weather 50% fee reduction per day, one full day lost to inclement weather 75% fee reduction per day. This is ONLY applicable in the event that the festival is open and you are there and ready to perform.

8. Any dispute arising under this agreement shall be governed by Alabama Law. All disputes shall be submitted to non-binding arbitration or mediation with the costs thereof being split between the parties, prior to any resort to litigation. In the event of litigation

concerning this contract, the prevailing party shall have their attorney's fees and costs paid for by the non-prevailing party and all litigation shall take place in a local Alabama Court.

- 9. Entertainer agrees to keep confidential all business matters of ALMFF.
- 10. Entertainer agrees to abide by all rules of ALMFF for the site, event, and all surrounding areas.

UNDERSTOOD AND AGREED THIS ____ DAY OF _____, 20__, BY

_____ ENTERTAINER (LEGAL NAME)

Name of Character _____

Alabama Medieval Fantasy Festival

YOU MUST FILL OUT TROUPE INFO SHEET EVEN IF SUBMITTED PREVIOUSLY, PLEASE PROVIDE TAX I.D. #'s (if applicable) as they are necessary for the federal tax filing we must do. YOU ARE RESPONSIBLE FOR THE PAYMENT OF ALL OF YOUR OWN TAXES.

PERSONAL ENTERTAINER/TROUPE INFORMATION

NAME OF ENTERTAINER/TROUPE:

Name and policy # of Insurance (if applicable): _____

Federal Tax I.D. # (FEIN-if applicable)

TYPE OF ENTERTAINMENT (PLEASE BE SPECIFIC): _____

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HOW MANY MEMBERS ARE IN THE TROUPE? _____

MAIN CONTACT/HEAD OF TROUPE:

MAIN CONTACT ADDRESS:

MAIN CONTACT PHONE: DAY _____ NIGHT _____

"EMAIL _____ WEBSITE _____

PHOTO/LIABILITY WAIVER SIGNED & ATTACHED YES / NO

RENAISSANCE FAIRES/VENUES Worked IN LAST 3 YEARS _____

PLEASE LIST ONE REFERENCE NAME AND ADDRESS:

PLEASE LIST ALL THE INDIVIDUAL NAMES, AGE, ADDRESS, & PHONE NUMBERS OF YOUR TROUPE MEMBERS:

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____
