Mid-Michigan Renaissance Festival

2012 Artisan/Merchant Application

June 9th & 10th, 16th & 17th, 23rd & 24th, 30th and July 1st 2012 (Saturday's & Sunday's) 11 AM – 7 PM

PLEASE READ THE CONTRACT AND APPLICATION CAREFULLY BEFORE SIGNING.
Standard Fees: 15 X 15 ft. space.
Complete application postmarked before May 1st, 2012:
$300 for all 4 weekends or $75.00 per weekend. Additional $50.00 charged for application received on or after May 1st, 2012.
*Discounts available for multiple booth spaces. $25.00 off of second space.
Discounts available for merchants that perform DEMONSTRATIONS, 5 minute demonstration every ½ hour will give you $20 off per weekend..
A Demonstration contract must be signed and approved before receiving the Demonstration Discount.
Please contact us at Tonik45@aol.com or call (989)652-2362 for more information

Please include the following items with your application:

. Certified check, business check or money order made payable to "Mid-Michigan Renaissance Festival". Any check returned for insufficient funds will result in a $50.00 service charge to the writer of the check.
.
Photos of your booth, merchandise, merchant's costumes and banner/flag. Photos become property of Mid- Michigan Renaissance Festival and may be used for promotional purposes.
.
Completed application form, Signed Contract, Check or money order and Self Addressed Stamped Envelope (SASE).
Terms:
.
No sales commission will be charged to craft merchants.
.
All merchants are responsible for payment of State and local Sales Tax.
.
Be prepared for all weather conditions (rain or shine). We open each day regardless of weather.
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All cars must be off the faire site by 10:00 AM each day of the faire. Exceptions will only be made by faire directors.
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Merchants displaying unacceptable merchandise such as sunglasses, cigarette lighters, and such type items will be asked to remove them from their display.
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Merchants MUST have a fire extinguisher IN their booth(s) at all times

during operation.

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Merchants are responsible for their own "Liability Insurance Coverage" no less than $250,000.00 within and surrounding their booth area. A copy of this must accompany your application and be on file with MMRF.

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If you are bringing children with you: Children 16 and under must ALWAYS be accompanied by an adult. Children 17 and older are permitted to roam the grounds, however, if they are found to be disturbing any other merchants, entertainment, cast or crew, they will be brought to your booth and they will not be allowed to roam the grounds without adult supervision. If any child has to be brought to their parents/guardians booth more than 2 times, they will have to be removed from the premises immediately and will not be allowed to return.

Requirements:

Mid-Michigan Renaissance Festival merchant committee will jury all merchants for appropriateness of the booth, merchandise and merchant costumes from photos provided, by May 1th, 2012. Items will be considered for appropriateness to the faire, uniqueness, and quality. Should we find your products not suitable, Mid- Michigan Renaissance Festival has the right to reject the applicant outright or request changes to the booth, costumes or merchandise.

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If your application is denied, you will receive a refund and your paid application fee.

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If your application to merchant is accepted, you will be informed via US Mail or Email no later than May 1st, 2012. There can be no changes to your tent or merchandise after approval by the committee***. If you should cancel after sending in your application and contract, Mid- Michigan Renaissance Festival management will retain a cancellation fee of $100.00.***

Food Merchants:

In order to keep your costs down, we suggest applying for your health inspection with Tuscola County prior to March 1, 2012. If you apply after this date your fees will be increased substantially.

Weapons policy:

Only merchants who apply for and receive special permission to sell weapons through Mid- Michigan Renaissance Festival are allowed to sell weapons. Those merchants are also responsible for having all federal, state, and county permits to sell such merchandise. Merchants shall assume all responsibility associated with such sales.

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All merchants are responsible for insuring all weapons are peace tied at the time of sale. In no instance shall weapons be sold to individuals less than 18 years of age. You are responsible (by Michigan Law) to enforce this policy. This includes, but is not limited to: patrons, volunteers and other merchants.

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Should you be found selling weapons to minors, your booth will be shut down and removed from the premises immediately. Your application fee will not be refunded. You, as the merchant are required for walking the weapon and the customer out of the festival and to their vehicle to assure that the weapon is locked up in the customer's vehicle and not in the festival.

Booth/Pavilion/Tent Requirements:

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All "E-Z Up" tents and modern pavilions SHOULD have a fabric cover over the top of the tarp to cover all vinyl or non-period materials. The legs and support structure of the tent should also be covered with vines or fabric.
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No plastic tarps may be used for this disguise. Pavilions and booths will be judged for appropriateness by Mid- Michigan Renaissance Festival management and must be as close to a renaissance period enclosure as you can make them.
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Please include a photo of your pavilion/booth with this application. Photos become property of Mid- Michigan Renaissance Festival.
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It is required that when setting up your booth you surround your tie downs with flower beds, merchandise, or something else to deter possible accidents.

Returning Merchants:
Merchants that wish to return are required to complete the application process again minus the video or photos. Second year merchants may begin building their own Semi-permanent buildings with permission from management. Those merchants are responsible for the care and maintenance of said building(s). Flower beds are required around buildings. Building plans MUST be approved before building begins. At the end of the festival, the building must be removed from the premises, unless other arraignments have been made with land owners.

Check in:
You may set up at your leisure, but be aware that all vehicles must be off the faire grounds by 10:00 am. each day of the
faire. Check in hours will be limited to the following:
Thursday 10:00 am. – 5:00 pm. Please call ahead 24 hours ahead.
Friday 10:00 am. – 5:00 pm. Please call ahead 24 hours ahead.
Saturday 7:00 am. – 8:30 am. No need to call ahead.

Vehicular traffic:
Please be advised that vehicular traffic to your merchant booth may not be possible. Depending on weather and road conditions the roads may not be passable. You may also want to bring your own push cart or other means of transportation for transporting your merchandise to and from your booth.

Power/Electric/Water:
Mid- Michigan Renaissance Festival has no power. This is a primitive event so we will not be able to supply power. You must make your own arrangements for any generator that you are going to need. MMRF will not be held responsible for the fuel for the generators. Any generator use must be approved by MMRF directors. Please plan on muffling your generator.
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Water is available at the ticket booth. It has been tested and certified by the Health Department of Tuscola County.

Disclaimer:
I understand that neither Mid- Michigan Renaissance Festival, it's staff, volunteers and their affiliates will be held liable in the event of loss or damage to my merchant booth, stock or vehicle during, before or after faire hours. Vendors/Merchants must obtain their own liability insurance to meet their needs.
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I also understand that by signing this contract I am, without payment to me or anyone helping in my booth, granting Mid-Michigan Renaissance Festival the right to use for all promotional, educational and other purposes to promote the faire any photo, video or other reproductions of any image in which we appear.

Camping:
There is limited camping available at the site for $10 per weekend per tent/camper due payable before setting up camp. Camping is available at the following locations. Please call and make reservations in advance.
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Jellystone Park Camp Resort – 1339 Weiss Street – Frankenmuth, MI 48734 (989)652-6668
marilyn@frankenmuthjellystone.com www.frankenmuthjellystone.com

.
Pine Ridge RV Campground – 11700 Gera Road – Birch Run, MI 48415 (989) 624-9029
.
St. Lorenz Churchgrove – 140 Churchgrove Road, Frankenmuth, MI 48734 (989) 652-6141

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Krystal Lake Campground – 5475 Washburn Road – Vassar, MI 48768 (989) 843-0591
www.krystallakecampground.com

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Please complete both pages. Please print or type.(Please note: Mid-Michigan Renaissance Festival is ***not*** an alcohol free site. However we do require that all merchants please refrain from the use of alcoholic beverages until after the festival day has ended.)

Name _____Faire name if

different _____
Business
name_____

Address _____

City _____

State _____ Zip_____

Phone (_____) _____

Email _____

Web site _____

Michigan sales tax number or Social Security number:

_____

Merchandise to be offered:
Please remember you may be ask to refrain from or limit items so that there will be no duplications of products being offered to assure a larger variety of items available to the public. Any items not listed or approved you will be asked to remove them. We reserve the right to limit items being offered to insure this variety for the public.

Weekends available:
June 9th & 10th YES _____ NO _____
June 16th & 17th YES _____ NO _____
June 23rd & 24th YES _____ NO _____
June 30 & July 1st YES _____ NO _____

Number of (15 X 15 ft space) will you require: _____ Are you a RETURNING Merchant? _____ YES _____ NO
Will you have any HAZARDOUS MATERIALS on site? (Example: generators, gasoline, propane, etc.)
Yes_____ No _____ if yes please describe:

Merchant passes are limited to booth employees. Employees must be of legal working age. Each Merchant is limited to 6 passes
per booth. Additional passes may be purchased at a discounted cost of $2.00. Passes must be on their person at all times and must be shown when entering the festival grounds. Those that do not have their passes will be required to pay the entrance fee in order to enter:
First and Last Name:_____

First and Last Name:_____

First and Last Name:_____

First and Last Name:_____

In signing this contract you agree to abide by the rules and conditions set by Mid-Michigan Renaissance Festival. This application does not guarantee your acceptance to participate in the festival. If accepted you will receive a welcome packet via US Mail or email.

Signature:_____

Date: _____

Please sign this application, sign the contract, and mail along with any photos (returning merchants that have not changed their merchandise do not need to send photos), advertising request (see below for rates), a Copy of Insurance Coverage, SASE, and a check or money order payable to "Mid-Michigan Renaissance Festival" to:

Mid-Michigan Renaissance Festival
Attn: Artisan/Merchant Application Committee
PO Box 243
Frankenmuth, MI 48734-0243

(Any application received without a signed contract will be returned. A signed contract MUST accompany the application.)

Advertising in the 2012 program is available at the following rates.

Advertising rates:
Business card: $25.00
¼ page: $50.00
½ page: $75.00
Full page: $100.00

Please check for availability and rates before applying for: Inside front, Inside back and & Back covers.

Note: All Advertising fees and requests must be received no later than March 1st, 2012. Any received after said date will not be included and your fees will be returned to you. Please include a black and white copy of your advertisement in the size you are requesting.

NOTE: ALL APPLICATIONS MUST BE RECEIVED NO LATER THAN MAY 1st, 2012, UNLESS CONTACT MADE WITH MMRF MERCHANT COORDINATOR OR OWNERS.

Fee calculation:
Booth fee X # of spaces: _____ (15 X 15 ft)
Advertising: _____
Total fee submitted: _____

REFERRED BY:
_____
_____

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For Mid-Michigan Renaissance Festival Administrative use only:

Date received: _____

Returning merchant: _____ YES _____NO

Amount received: $_____

Check or MO #:_____

2012 Application sent on: _____

Space number: _____

NOTES:

Mail to:
ATTN: Toni Knoll
Mid-Michigan Renaissance Festival
5120 Maple Road,
Frankenmuth, MI 48734
Or email to Tonik45@aol.com

2012 Artisan/Merchant Contract

The terms and provisions of this Mid-Michigan Renaissance Festival Contract ("the Contract") dated _____ , between the Mid-Michigan Renaissance Festival ("MMRF") and _____ ("Merchant").

1. The parties to this Contract intend the relationship between them to be one of an independent contractor and customer. No employee, agent, servant, representative or contractor of Merchant shall be, or shall be deemed to be, an employee, agent, servant, representative or contractor of MMRF. The manner, means and methods of providing the services contemplated in the Contract are to be under the sole direction and control of Merchant, with the exception of Merchant's departure and arrival times. 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 shall be available from or through MMRF to Merchant or the employees, agents, servants, representatives or contractors of Merchant at any time. Merchant represents and warrants that it has in place and will maintain in effect throughout the contract term insurance in an amount sufficient to cover Merchant and its employees, agents, servants, contractors and representatives who are performing Merchant's obligations arising out of the Contract, including but not limited to sufficient coverage for work-related injuries sustained by Merchant's employees, employers' liability coverage, auto liability coverage and general liability coverage.

2. Merchant shall remain liable for the acts of its agents, servants, employees, representatives and contractors during the performance of any of Merchant's obligations arising under the Contract and during any travel to and/or from the Mid-Michigan Renaissance Festival. Merchant 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), judgments, costs (including attorney's fees), actions and causes of action arising out of the negligence or intentional acts or omissions of Merchant or its employees, servants, agents, contractors or representatives, 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. Merchant agrees to comply with all local ordinances and codes, applicable state and federal statutes and regulations, whether existing or in the future, in performing its obligations arising out of the Contract. Merchant agrees to deduct, pay and remain solely responsible for any necessary workman's compensation insurance premiums, income taxes, required withholdings, unemployment insurance premiums, agent's fees or commissions, or union dues arising out of the performance of Merchant's obligations arising under the Contract, and Merchant 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.

4. Merchant represents and warrants that in performing its obligations under the Contract it is 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 that Merchant (or anyone in conjunction with the ownership or presentation of the performance by Merchant) is infringing upon or violating any property right, patent right or other legal right by performing the services contemplated herein, then Merchant will indemnify, defend and hold harmless MMRF against and from any and all loss, claim, damage, cost, attorney's fees or other loss whatsoever.

5. Unless otherwise agreed by the parties in writing, Merchant shall provide all necessary equipment for the performance at Merchant's sole expense. MMRF is not responsible for any equipment unless otherwise specifically provided for in this Agreement. Merchant shall be prepared to begin the performance precisely at the date and time set forth on this Contract. Any required setup shall be completed by Merchant in advance of said date and time.

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

7. In accordance with MMRF policy, there is a minimum deposit of $150.00 per booth space due at the time of applying for the position. The remainder of the amount shall be due no later than May 1st, 2011. (NO EXCEPTIONS)

8. A refund of the deposit made can be processed as long as merchant withdraws by May 1st 2012.

9. If any actions by Merchant or Merchant's employees, agents, servants, or representatives are in conflict with any policies, rules or regulations of MMRF while Merchant is on MMRF property, and Merchant or its employees, agents, servants or representatives fail or refuse to correct the same upon verbal notification by MMRF, then MMRF shall have the right to immediately terminate the performance and cancel the Contract with no liability whatsoever. Merchant(s) and Merchant's employees, agents, servants and representatives shall not be under the influence of any intoxicating beverages,

narcotics or drugs at any time during the business hours (11:00 am. - 7:00

pm.). Any violation of this provision will result in immediate termination of the
Contract by MMRF with no liability whatsoever.

10. The Contract represents the entire agreement between the parties hereto and supersede all prior negotiations and/or agreements between the parties. Any additions, deletions or revisions to the Contract must be in writing and initialed by both parties in order to be valid.

11. Any damage to MMRF property or any rented equipment which results from the acts or omissions of Merchant and/or its employees, agents, servants, representatives or contractors shall be the responsibility of Merchant and payment for any such damage shall be made by Merchant within thirty (30) days of written notification of the damage by MMRF.

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

13. Since the essence of the Contract concern the specific individuals and the unique personalities and talents of Merchant. Therefore only the merchandise agreed upon is permitted to be sold by the Merchant. If at any time MMRF finds items that were not agreed upon being sold by the Merchant shall result in the immediate termination of the Contract by MMRF with no liability whatsoever.

14. All of the terms and provisions of this Contract shall be enforceable.

15. The Merchant be available for _____ out of the 4 weekends of the Renaissance Season which runs from June 9th, 2012 through July 1th, 2012, Saturdays, Sundays, from 11:00 am to 7:00 pm.

16. The Merchant must be prepared for all weather conditions as the performance must happen no matter the weather conditions.

17. The Merchant is aware that MMRF is a primitive event and no electricity and limited water is available on site. If the Merchant has need for water or electricity, it is up to the Merchant to provide it via water jugs (which you may fill at the well), generator, or whatever means MMRF approves for them to use. MMRF is not responsible for the fuel to provide such luxuries.

18. All cars must be off of the faire site by 10:00 am each day of the faire. Please be advised that vehicular traffic to your stage/booth may not be possible. Depending on weather and road conditions the roads may not be passable. You may also want to bring your own push cart or other means of transportation for transporting your merchandise.

19. The Merchant is not permitted to discuss any part of this contract with any other Merchant or their affiliates, employees, agents, servants, or representatives. The Merchant is not permitted to discuss fees paid or not paid.

20. The Merchant DOES NOT have permission from the MMRF for the sale of weapons. Only those who apply for and receive special permission to sell weapons through MMRF are allowed to sell said weapons. The Merchants are responsible for the safety of their patrons. The Merchant is responsible to make sure that the weapon is peace tied. The Merchants shall accompany

any sold weapon off of the grounds to the vehicle of the paying patron to physically see that the weapon is locked up in said vehicle before returning to the festival grounds. These Merchants are also responsible for having all federal, state and county permits to sell such merchandise, and these permits MUST BE DISPLAYED AT ALL TIMES. Merchants are required to be in compliance with all state and federal laws with regard to the selling of weapons to minors. Merchants shall assume all responsibility associated with such sales.

21. The Merchant shall not display unacceptable items such as sunglasses, cigarette lighters. The Merchant will be asked to remove these items from their display.

22. All Merchants are required to have a fire extinguisher within their booth.

23. All Merchants are required to be at the MMRF site every day that they are contracted be there. If they are absent without a phone call (aka: "NO CALL, NO SHOW") MMRF has all rights to pack up their merchandise and tent/building and remove it from the premises. If a Merchant is a "NO CALL, NO SHOW" they also lose all fees paid to MMRF.

24. Merchants shall surround the tie downs of their booths with flower beds, merchandise, or something else to detour possible accidents.

25. Food Merchants are permitted to use generators for electricity. All vendors that use generators will have minimum of 2 or more fire extinguishers within the tent per generator. All vendors must have a water with tap on it for hand washing. All vendors must meet with OSHA and Country health and food preparation regulations and will be inspected on those regulations. Vendors are responsible for making sure that they are inspected prior to opening. Generators must be out of site and unable to be seen or heard by the public. Food Merchants should have their Tuscola County applications in prior to March 1, 2011 in order to keep fees low. Any application received by Tuscola County after said date will be responsible for a much larger County Fee.

26. Mid-Michigan Renaissance Festival has no power and water on site. This is a primitive event so we will not be able to supply power. You must make your own arrangements for any water or generator that you are going to need. MMRF will not be held responsible for the fuel for the generators, nor for the availability of water.

27. This contract is for _____ number of 15 X 15 foot merchant spaces.

28. A refundable deposit of $_____ has been received. The remaining fees of $_____ are due no later than May 1st, 2012.

29. There will be _#_____ of merchant Identification Cards (IDs) available for this merchant (this includes ID cards for any children). Merchants are limited to 6 Merchant ID Cards. Extra Cards for employees can be purchased for a price of $2.00 each.

30. If you are bringing children with you: Children 16 and under must ALWAYS be accompanied by an adult. Children 16 and older are permitted to roam the grounds, however, if they are found to be disturbing any other merchants, entertainment, cast or crew, they will be brought to your booth and they will not be allowed to roam the grounds without adult supervision. If any child has to be brought to their parents/guardians booth more than 2 times, they will have to be removed from the premises immediately and will not be allowed to return.

31. Merchants are responsible for their own "Liability Insurance Coverage" no less than $250,000.00 (One Hundred Thousand Dollars) within and surrounding their cart area. A copy of this must accompany your application and be on file with MMRF. If MMRF does not have a copy of this on file, you will not be permitted to set up/sale any merchandise.

32. If a provision of this Agreement 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 this Agreement; or the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

33. Additional Provisions (must be initialed by both parties)

Welcome to the Mid-Michigan Renaissance Festival Family!

Mid-Michigan Renaissance Festival: MERCHANT:

By: _____

Title: _____

Date: _____

By:_____

Title: _____

Date: _____