

High Desert Pirate Renaissance Faire
March 17 - 18, 2018
Guild Participant Agreement

1. Participant herein will be referred to as the Participant, and N.W.A.R.E. Events LLC as Operator of the Event.
2. **DATES AND TIMES:** The event will be held on **SATURDAY & SUNDAY March 17-18, 2018 10:00 AM to 6:00 PM both days. REGISTRATION & SET-UP TIME: FRIDAY, March 16, 2018 – 8:00 AM –9:30 PM; SATURDAY 7:30 to 9:00 AM at the Ticket Booth. Gates will be locked at 10:00 PM 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. **ENCAMPMENTS:** Selling Vendors are not permitted within an Encampment unless prior permission has been given by the Operator of the Event and Vending fee is paid for each Vendor.
6. **PARTICIPANT'S COSTUMING AND BOOTH CONSTRUCTION:** Participant shall be responsible for creating their own costume attire and booth theme, which must comply with the Event's theme. All Participants 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. Participant shall provide the Operator of the Event with pictures of their costuming and booth for approval.
7. **SIGNAGE:** All signs must follow the theme of the Event. No plastic banners, no day glow colors will be allowed. Sign should be made of wood or cloth and painted with colors suitable with the theme.
8. **SET-UP:** **Participants will be allowed to begin setting up their encampments on FRIDAY, March 16th Check in is open from 7:00 AM – 9:30 PM. Saturday Check in is open 7:30 am to 9:00 at the Ticket Booth. Participant may unload their vehicles at their encampments and then move their vehicle to Participant's parking. No vehicles allowed on-site after 9:30 AM.**

9. **BREAKDOWN:** Participants may not break down their Encampments before the closing of the Event. Encampments must be broken down and ready to pack PRIOR to bringing vehicle on site! Vehicles will not be allowed on site until all visitors have left the site and security feels it is safe to bring vehicles on site. **ALL ENCAMPMENTS MUST BE CLEARED FROM THE EVENT SITE BY SUNDAY NIGHT UNLESS PRIOR AUTHORIZATION HAS BEEN GIVEN BY Operator.** Any materials left on site will become the property of the Operator.

10. **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.**

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

12. **GARBAGE:** Participants are responsible for disposing of their own trash. Please place your own trash container within your encampments for this purpose. Dispose of trash in your site each night. Any trash left in your site after breakdown will result in a non-refundable cleaning deposit for all future events. As we are not the only people using this site, please treat it with the respect it is due. Clean up your own mess and transfer all your trash to the large dumpster each night.

13. **INDEMNITY AGREEMENT:** Participant shall indemnify and hold the Operator of the Event harmless 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 Participant's operation. The applicant agrees to hold the Operator of the Event harmless from all claims for damage or loss arising out of or connected with, in any way whatsoever, the Participant's use of connection therewith.

14. **EVENT AND GOVERNMENTAL REQUIREMENTS:** Participant shall operate booth(s) in complete compliance with all rules & regulations and directives of the Event. Failure to follow such will be deemed to give authority to the Operator to close the Participant's booth(s) and to bar the Participant and his/her employees from the Event site. Operator shall be the sole determiner of such failure. The Event reserves the right to remove any such instances. The Operator of the Event reserves the right to remove any Participant 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.

15. ATTENDANCE: Participant 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 Participants shall remain open until the Event closes on Sunday.

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

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

18. CANCELLATION: CANCELLATION MUST BE IN WRITING 15 DAYS PRIOR

19. 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 the Operator of the Event shall in no way or manner discharge or relieve the Participant from the Participant'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.

20. 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 Participant and negotiations, if any by the Operator of 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. The 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 Participant or other persons entering the Event grounds with or without the consent of the Operator of the Event.

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

22. DEMONSTRATIONS AND ENCAMPMENTS: The Operator of the Event will assign certain areas for encampments and demonstrations of skill, crafts, or services that may be applicable to the Event's theme. If you are interested in an encampment area, you must give the Operator of the Event a complete description of your costuming, proposed activities, equipment, site requirements, and number of persons in your encampment. All encampments and demonstrations are subject to the approval of the Operator of the Event.

23. ANIMALS: If you bring an animal (horse, etc.) with you, **you must provide** the Operator of the Event a copy of a Liability Insurance for your animal 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 TO High Desert Pirate Renaissance Faire AS SOON AS POSSIBLE.

**HD Pirate Faire
PO BOX 1021
APPLE VALLEY, CA. 92307**

**Phone (760) 684-0387,
Website: www.HDPirateFaire.com
E-mail: NWARE.Events@yahoo.com**

March 17 – 18 , 2018 High Desert Pirate Renaissance Faire
GUILD APPLICATION

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

NAME OF GUILD NAME _____

CONTACT PERSON _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER - DAY _____

EVENING _____

E- MAIL ADDRESS: _____

WEBSITE/FACEBOOK PAGE _____

THE FOLLOWING MUST BE COMPLETED:

1. **GUILDS**: What type of guild do you have and what will you contribute to the Faire? **ALL GUILDS MUST COMPLETE THIS SECTION!!**

2. A current photograph is required.

3. Complete gate list of your performers or group. 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 17, 2018.**

4. **GUILDS**: Please note your **MINIMUM** space requirements, location request if any, and any special needs your guild may have, etc. *Space size may be adjusted due to space availability.*

5. A paragraph description of the Guild for Event Website. _____

Drive on Fee \$25.00 per Vehicle.

\$ _____

MAKE CHECK OR M.O. PAYABLE TO: N.W.A.R.E. Events.

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

SIGNATURE _____ **DATE** _____

RETURN ALL REQUESTED INFORMATION TO;

HD Pirate Faire

PO BOX 1021

Apple Valley, CA 92307

Phone (760) 684-0387

Email: NWARE.Events@yahoo.com

Website: www.HDPirateFaire.com

Please keep agreement pages 1-4 for your information. Return completed form, outline, gate list, etc.

**GATE LIST CHECK-IN ENDS AT 9:00 AM SATURDAY MAKE SURE ALL MEMBERS
ARE ON TIME!**

Please list MEMBERS ONLY on your gate list. -

GATE LIST FORM

GUILD NAME _____

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