



Contract Addendums: Truckee Renaissance Faire

ADDENDUM ONE

The Goal of this Event is for it to be an escape for our Patrons from the modern world. In order to support that purpose the following Rules must be strictly adhered to when on site:

1. Participant must be at their assigned places at time designated for performances and be prepared to perform at designated times.
2. Participant and their helpers shall be in appropriate dress and stay in persona during the entire event. Please no modern speech.

Theme: The theme for this Faire is a Renaissance celebration of the feast of St. Michael or Michaelmas during the mid 1500's. If you stay within a European 15th to 16th Century style, you should blend in well. If you stick to the basic outlines in this contract both you and your booth/encampment should fit in fine.

Set-Up: PARTICIPANTS SHALL GET THEIR BOOTH ASSIGNMENTS FROM THE INFORMATION BOOTH (OPEN NOON TO 10PM ON FRIDAY THE 19TH). Participants will be allowed to begin setting up their encampments on Friday, September 19, 2008 at 1:00 PM. Earlier arrivals may be permitted with approval of the Event coordinator. We highly discourage early morning set-up, however, if arriving on the morning of the Faire, Participants must unload their vehicles at their encampment quickly and then move their vehicle to Participants parking. *IN THE EVENT OF SIGNIFICANT RAIN, THERE MAY BE LIMITATIONS ON VEHICLE ACCESS TO GRASSY AREAS. IF THIS HAPPENS, THE FAIRE STAFF WILL MAKE EVERY EFFORT TO ASSIST IN THE TRANSPORTATION OF PARTICIPANT'S BELONGINGS TO THEIR ENCAMPMENT.* The Faire Committee will review all encampments after set-up

Demonstrations and Encampments: TRF, Inc. will assign certain areas for Historical Encampments and Demonstrations of skill, crafts, or services that may be applicable to the Faire's theme. If you are interested in a Historical Encampment area you must give the Faire Committee a complete an Entertainment Application which outlines the description of your costuming, proposed activities, equipment, site requirements, and number of persons in your encampment. *PLEASE COMPLETE AN APPLICATION FOR THE ENCAMPMENT AND SEND PHOTOS OF YOUR HISTORICAL ENCAMPMENT AND/OR DEMONSTRATIONS AND COSTUMING.* All encampments and demonstrations are subject to approval of TRF, Inc.

Participants costuming and Encampment construction: Participants shall be responsible for creating their own costume attire and encampment theme, which MUST comply with the Faire's theme. All Participants will comply with the instructions given herein regarding decorations. MODERN TABLES, ALUMINUM TENT POLES OR OTHERSUCH MODERN ITEMS MUST BE COVERED. NO BUNGEE CORDS. PLASTIC OF ANY KIND WILL NOT BE ALLOWED. *VINYL TENTS/SIDES AND ROOFS WILL NEED TO BE MADE TO LOOK AUTHENTIC, IE. NO DAY GLOW COLORS, PLASTIC FASTENERS. ALL MODERN EQUIPMENT SUCH AS COOKING IMPLEMENTS AS WELL AS MODERN CAMPING GEAR OR BINS MUST BE KEPT HIDDEN DURING FAIRE HOURS.* Encampments must comply with government rules and regulations regarding health, fire and safety. Blue tarps are a fire hazard and cannot be used. Each booth and encampment must have a functional fire extinguisher available at all times.

Signage: All signs must follow the theme of the Faire. No plastic Banners, no day glow colors will be allowed. Signs should be made of wood or cloth and painted with colors suitable with the Faire theme.

Passes: Additional passes may be purchased at \$10.00 each. Participants must show their passes upon request of Faire Security. All Participants must pick up passes prior to opening Saturday. Gate lists must be received in writing no less than 30 days prior to the Faire. Persons not on the gate list will be required to purchase a ticket to enter the site. *NO EXCEPTIONS.*

Personal Conduct: All vendors, guild members, Participants and staff will conduct themselves with proper decorum during Faire hours and any time they are in the presence of the general public. Any instances of verbal abuse, regardless of provocation, of the general public will result in the immediate removal of the offending party from the Faire site. Abuse of a Participant by the general public will not be tolerated and should be immediately reported to the Event Coordinator, Security or Operations for appropriate action.

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Smoking Policy: During the Reign of King Henry VIII, smoking was not around. Smoking did not appear in England until his daughter Queen Elizabeth took the throne. Smoking is not representative of the period. Participants in period clothing should NOT be smoking.

- A. FAIRE SITE IS A NO SMOKING ZONE.
- B. IF CAUGHT SMOKING ON FAIRE SITE YOUR WRISTBAND WILL BE TAKEN AWAY AND YOU MAY PAY YOUR WAY BACK IN.
- C. *YOU MAY SMOKE IN FIRE-SAFE PLACES IN ACTORS CAMP OR IN THE PARKING LOT, HOWEVER, NOT IN FRONT OF THE GATES, OR BEHIND THE PAVILION, NOR BEHIND THE STAGES OR ANY OTHER PLACE WHERE THE PUBLIC CAN SEE YOU. BE AWARE AND DISPOSE OF ASHES AND BUTTS SAFELY!*

Amplified Music: Tape-recorded or amplified music will not be allowed by anyone other than a vendor selling authentic music during Faire hours. Volume shall be kept as to not disturb neighboring booths. Vendors selling authentic music must have speakers covered and out of sight or use headsets for the customers. NO RADIOS! Exceptions, with prior approval, will be entertainers; however the music source must be hidden.

Vehicles & Parking: TRF, Inc will provide parking passes for gate-listed members of each guild or entertainment group. All vehicles must be parked in the assigned parking lots; not on roadways, in paid parking areas or no parking areas. All vehicles must be out off site by 9:00am on the days of the Faire. No Exceptions. Any vehicles not off-site or parked in an unauthorized area are subject to towing at the owners expense.

Breakdown: Participants may not breakdown their encampments before the closing of the Faire. Vehicles will not be allowed on site until all visitors have left the site and Security and/or Operations feel it safe to bring vehicles on site. Participants will comply with instructions by security or staff regarding parking and driving at Faire. *ACCESS TO GRASSY AREAS MUST HAVE AUTHORIZATION OF FAIRE STAFF. NO EXCEPTIONS! ALL ENCAMPMENTS MUST BE CLEARED FROM THE FAIRE SITE BY 10:00AM ON THE MONDAY FOLLOWING THE CLOSING OF THE FAIRE UNLESS GIVEN PRIOR APPROVAL FROM THE EVENT COORDINATOR.* Any materials left on site will become the property of the Truckee Renaissance Faire.

Garbage: *PLEASE CLEAN UP YOUR OWN MESS AND LEAVE THE SITE AS YOU FOUND IT.* Participants are responsible for disposing of their own trash. Please place a trash container within your booth 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 Faires. We are the only people using this site *PLEASE* treat it with respect.

Hay bales: Hay Bales will be available. Any broken bales will be charged to the group or encampment at \$10.00 per bale and will become the property of encampment group, and must be cleaned up.

Attendance: Participant(s) agrees by the signing of this contract to be present at all times the Faire is in operation. To assure a consistency in the breakdown and cleaning process on Sunday evening, all booths and encampments shall remain open until the Faire closes on Sunday.

Weapons Policy: 1) All edged weapons must be sheathed and peace tied. Anyone carrying unsheathed weapons will be asked to return them to their car and will be escorted to their car by security. Any person found brandishing a weapon shall be subject to immediate expulsion from Faire. This Faire follows the Weapon Guidelines, brought to you by CIRGA. Access the CIRGA Website at www.cirga.org. 2) Age confirmation is required on all weapon sales. No edged weapons may be sold to minors with out explicit permission of the minor's parent or guardian, preferably in writing. Any vendor found to be violating this policy will be removed from the Faire site and all vendors' fees will be forfeited, no exceptions. 3) All weapons sold must be sold with a sheath and peace tied prior to leaving the vendor's booth, or immediately removed from the Faire site. Security will provide escort for patrons wishing to return unsheathed weapons to their cars. 4) Vendors, at their discretion, may hold weapons for patrons until the patron is ready to leave the Faire site.

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DUE TO INSURANCE REGULATIONS TRF, INC. STRONGLY DISCOURAGES OUR ACTORS, VENDORS OR OTHER ENTERTAINERS FROM BRINGING THEIR PETS TO THE EVENT. If you have an animal/pet that is an integral part of your encampment or performance, you shall provide shot records and your Liability Insurance for your animal naming the Faire as “also insured” along with your application for approval. No Pets will be allowed without permission of the TRF Board of Directors, anyone considering bringing a pet **MUST** seek permission from the Event Coordinator prior to September 1st 2006. Should permission be granted, please understand that the Park requires animals to be on a leash and under control at all times and that the Faire requires your pet to be safely contained off of the Event Site during Faire Hours.

Consumption of Alcohol: Persons under 21 years of age are prohibited from consuming, handling, or purchasing alcoholic beverages. As it puts everyone at risk, we follow a zero tolerance for any infractions. Drunkenness or unruly behavior will subject violators to immediate expulsion from Faire site.

Controlled Substances: Under no circumstances are illegal substances allowed on Faire site. Anyone with these substances in their possession on Faire site or actor’s camp is subject to immediate expulsion and/or arrest.

Camping: Camping is available at the Faire site. Toilet facilities are provided but showers are not currently available, but we will do our best to arrange for them during a certain time during the Faire. Camping permits will be available on site beginning Friday afternoon at 1pm at Information Booth. Participant camping areas and parking will be available at or near Faire site at no charge. Security will be provided for actor's camp; however, security is not responsible for any lost or stolen articles. It is very cold at night and some may elect to rent a hotel room at the Faire’s discounted rate. Reservations are mandatory made through each hotel.

ADDENDUM TWO

Liability

Indemnity Agreement: Participants shall indemnify and hold TRF, Inc. harmless from any and all claims, debts, and/or liabilities arising by contract, tort, or otherwise out of operations of the encampment and shall defend any lawsuits brought against the Faire by any third party of any nature of form whatsoever as a result of the Participant’s operation. The Applicant agrees to hold the TRF, Inc harmless from all claims for damage or loss arising out of or connected with, in any way whatsoever, the Participants use of connection therewith. In addition, all vendors shall provide proof of liability insurance as required by our insurance carrier. All vendors will be required to provide a certificate of insurance listing TRF, Inc and TDR&PD as an additional insured. Failure to provide appropriate insurances will preclude performer from participating in the Faire.

Faire and Government Requirements: Participants shall operate encampments in complete compliance with all rules, regulations and directives of TRF, Inc. Failure to follow such will be deemed to give authority to TRF, Inc to eject the Participant(s) and to bar the Participant and or his/her employees from the Faire site. The TRF, Inc management shall be the sole determiner of such failure. *EACH PARTICIPANT IS RESPONSIBLE FOR ALL NECESSARY AND APPROPRIATE CITY, COUNTY, STATE AND/OR FEDERAL LICENSE TAXES OR HEALTH PERMITS, IF ANY.* Participant, as an independent contractor, is solely responsible for all necessary Worker’s Compensation insurance as regards his/her own employees, helpers, etc. If any booth(s) are forced to shut down, due to lack of required licenses or permits, this notice serves as a caution that TRF, Inc is not liable for such licenses and or permits and will not refund fees and deposits in such instances. TRF, Inc reserves the right to remove any Participant 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.

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 TRF, Inc. shall in no way or manner discharge or relieve the Participant from the Participant’s obligation to perform each day and by every covenant 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

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thereby and the term and provision of this contract shall be valid and shall be enforceable to the fullest extent permitted by law.

Disclaimer: TRF, Inc. shall not be responsible in any manner or form whatsoever for failure of Faire to be in operation or any cancellation of the Faire or reduction in hours of the Faire, regardless of the cause of any cancellation or reduction of hours. All parties agree that all risks of operation or cancellation or reduction in hours of the Faire shall be borne by Participant. TRF, Inc. shall have the sole discretion regarding cancellation or reduction in hours of the Faire. Any claim for damages arising out of this Agreement, whether based in tort or contract, or alleging misrepresentation by either party, shall be settled by binding arbitration by submission to a single arbitrator. If the parties are unable to agree on a single arbitrator within 30 days of written demand for arbitration, the matter shall be submitted to arbitration with the American Arbitration Association. The decision and award of the arbitrator shall be final and binding and any such award may then be entered in any court having jurisdiction. TRF, Inc. shall provide security for the Faire; however, TRF, Inc. shall have NO LIABILITY for theft, damage to merchandise or displays of any Participant or any person entering the Faire grounds. Participant agrees to indemnify and hold TRF, Inc. harmless from any and all claims made against Faire, including costs of suit, attorney's fees and any other damages.

Validity: The contract included with these addendums 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 authorized personnel of TRF, Inc.

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 employees and agents by TRF, Inc, it's assignments and it's licenses, in connection with the Faire and without inspection, for such purposes of commercial or promotional usage.

Uses of service mark or logo: Participant understands and agrees that the TRF, Inc. and various logos thereof are the service marks and trademarks of The Truckee Renaissance Faire. Participant understands and agrees not to use said marks without express written authorization of the respective entity.

Cancellation: ALL CANCELLATION MUST BE SUBMITTED IN WRITING AND RECEIVED BY THE EVENT COORDINATOR NO LATER THAN 12:00 NOON ON SEPTEMBER 1, 2008.

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