



1099 Actor Contractor Application

Please print clearly- this address will be used for mailing checks

Name:

Address:

City, State, Zip

Social Security #

Tel#

Email Address:

Date of Birth:

Alt#

Emergency Contact:

Relationship:

Position applying for:

Acting 16+

Tech Staff:

Please note any special skills/talents/experience that relate to performing: acting make up contortion, juggling, set design,.

Do you have any physical limitations that could prevent you from performing tasks again and again? Yesbox no box

If yes, please explain.

If I am to receive a contract offer with Holy City Halloween, I hereby grant Holy City Halloween, LLC and all associated entities the right to use any article physically developed and/or created for Holy City Halloween, my performance, name, likeness, and/or voice for any purpose including advertising, publicity, sales, promotion, and/or institutional promotion of any product or service.

I acknowledge that positions associated with Holy City Halloween are 1099 independent contractor positions based on nightly performances and are not eligible for workers compensation coverage. Actors and event staff are contracted to perform their duties on select dates and are paid based on their timely attendance and completion of their assigned tasks.

I acknowledge that submission of this agreement does not guarantee a position with Holy City Halloween and is only applicable if I am contracted to work.

I acknowledge that Holy City Halloween, LLC may conduct thorough background checks on any actor or staff member to ensure the safety and comfort of all actors, staff, and guests in attendance at Holy City Halloween.

*I acknowledge that I will be **required** to conduct an unpaid in-person orientation to complete necessary paperwork at Woolfe Street Playhouse on either Sept. 21, 2024 34 Woolfe Street Charleston, SC 29403*

*I acknowledge that I will be **required** to participate in unpaid dress rehearsals/orientation from now until September 22, 2024, time **TBD***

*I acknowledge that I will be **required** to participate in paid dress rehearsals on September 23,24,25,26, 2024 from 5:00pm – 10:00pm.*

I acknowledge that I understand that checks will be distributed following the conclusion of the season and will be available for pickup on Saturday November 09, 2024 between 2:00pm and 5:00pm at the theater. Any checks not picked up on this date will be mailed to the address on file the following Monday. I acknowledge that I understand it is MY RESPONSIBILITY to provide accurate and up-to-date address information to Holy City Halloween management to ensure checks are mailed to the proper address.

Signature:

Date:

If under 18 years of age, a parent or guardian's signature below is required. Your parent or guardian's signature acknowledges that they have read the terms of this application and give consent for your participation during *Holy City Halloween*

Parental Signature:

Parent Night Time Telephone #:

All Parental Signatures Will Be Verified

Emergency Contact Form:

Name:

Personal Contact Information:

Home address

City, State, Zip

Cell#

Email

Emergency Contact Info:

Name

relationship

Address

City, state, zip

Home#

Cell#

Work Phone

Employer

Medical Contact

Doctor Name

Phone#

Dentist Name

Phone#

Allergies/Prescriptions

I have voluntarily provided the above contact information and authorize Holy City Halloween and its representatives to contact any of the above on my behalf in the event of an emergency.

I authorize I have voluntarily provided the above contact information and authorize Holy City Halloween and its representatives to contact any of the above on my behalf in the event of an emergency.

INSERT Blank W9 FORM here

By signing this page, I acknowledge that I have received and read my copy of the Actor and Event Staff Handbook for Holy City Halloween

I understand that it is my responsibility to read this handbook in full and direct any questions I may have to my supervisor or the director.

I hereby grant Holy City Halloween, LLC, and all associated entities the right to use any article physically developed and/or created for Holy City Halloween my performance, name, likeness, and/or voice for any purpose including advertising, publicity, sales, promotion, and/or institutional promotion of any product or service.

I also understand and agree that my contract for a position is at-will, which means either myself or Holy City Halloween, LLC may terminate this relationship at any time, for any reason or for no reason, with or without expressed cause or notice.

I understand that this handbook is not a contract, express or implied, guaranteeing employment for any specific duration. I understand that my position at Holy City Halloween is that of a 1099 independent contractor and that these positions are not eligible for workers compensation.

I understand that checks will be available following the conclusion of the operating season and may be picked up on Saturday November 9, 2024 from 2:00pm – 5:00pm at the theater. Any discrepancies regarding checks must be brought to Holy City Halloween attention during check pick-up. Any checks not picked up will be mailed to the address on file on Monday November 11, 2024. I understand it is my responsibility to update any change-of-address with Holy City Halloween, LLC prior to 10/27/2024. Checks which must be re-issued due to an incorrect address may be subject to a \$35.00 cancelled check fee.

Release, Indemnification, & Hold Harmless Agreement:

In consideration of participating in any haunt activities and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence Holy City Halloween, LLC and its owners, directors, officers, employees, agents, volunteers, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that haunted activities involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to broken bones, bruises and other bodily injuries caused by falls or contact with vehicles/tractors, walls, objects or other participants; medical conditions resulting from physical activity; damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment and training, without jeopardizing the essential qualities of the activity.

2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

4. I represent that I have adequate insurance to cover any injury or damage I suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume-and bear the costs of-all risks that may be created, directly or indirectly, by any such condition.

5. In the event that I file a lawsuit, I agree to do so solely in the county and state where the Releasees' facility is located, and I further agree that the substantive law of that state shall apply.

6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my rights to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me, should I choose not to sign. I have read and understood this entire document and agree to be bound by its terms.

Actor/Staff Signature (or Name of Minor)

Printed Name

Date

Address

City, State, Zip

Parent/Guardian Signature (Under 18) Printed Name

Date

WELCOME

Welcome to the Holy City Halloween family! You're now a part of the team that will bring fear to thousands this Fall as a part of Charleston's Scariest Attraction Haunted Event. We hope that you will enjoy being a part of this experience and that your time spent with us will be rewarding.

Our team takes pride in operating a world-class seasonal attraction that pushes the boundaries of reality.

Guests will visit Holy City Halloween with high expectations for scenic design, acting quality, and overall event experience. As such, we have

developed guidelines to help our seasonal and special event personnel be successful in presenting an incredible experience to our guests.

Please take the time to familiarize yourself with this handbook and the policies and practices contained herein. If you have any questions, please don't hesitate to contact a supervisor with Holy City Halloween .

Your application, receipt of handbook form, emergency contact form, and form W9 must be returned during an in-person orientation on September 22, 2024 All applicants must complete the orientation date in order to be scheduled as an actor or member of our event staff. For actors under 18 years of age, a parent signature is required on your behalf.

1099 Independent Contractor LOIVE

All positions with Holy City Halloween are seasonal contract labor positions and are not eligible for any benefits or Workers Compensation coverage. Actors and Staff are contracted to work specific dates/times and are compensated according to their job position. Dates and hours of operation as well as flat-rate pay schedules are listed in this handbook. 1099 Independent contractors who meet the threshold of \$600+ in wages required by law will receive a Form 1099-MISC at the conclusion of the 2024 calendar year. Positions at Holy City Halloween are paid on behalf of Holy City Halloween ,LLC show-management for this event.

Background Checks

To ensure a safe and comfortable event environment for actors, staff and guests alike, Holy City Halloween ,LLC will conduct thorough background checks on any individual contracted to work as a part of the Holy City Halloween event. Anyone with concerns regarding background checks should contact the Executive Director immediately.

Alcohol

The consumption of alcohol by actors, staff, before or while on Holy City Halloween property is **Strictly Prohibited** and grounds for immediate termination. Anyone suspected to be under the influence of alcohol before or during a contracted shift may be immediately dismissed. Anyone who witnesses the consumption of alcohol by an actor, staff member, or guest during the operation of the event, should immediately report it to a supervisor, the Executive Director, or staff.

Drugs & Controlled Substances

The use and/or possession of illegal drugs or controlled substances while on Holy City Halloween property is strictly prohibited. Anyone found to be under the influence of illegal drugs while on Holy City Halloween property will be immediately dismissed and may be trespassed. Holy City Halloween, LLC, and their affiliates reserve the right to conduct random drug screening.

Smoking/Vaping/Tobacco

Holy City Halloween has been designated as a non-smoking event. Actors and staff are not permitted to utilize tobacco products (including oral tobacco) or electronic cigarettes/vaping devices on property. Smoking/Vaping/Tobacco products should be left in your personal vehicle. Failure to abide by this policy may result in termination.

Weapons

Weapons of any kind are **not allowed** on Holy City Halloween property. This restriction applies to actors, staff, and guests, including those possessing valid concealed weapon permits.

Cell Phones/Personal Property

Cell phone use while contracted to work is not permitted. Holy City Halloween recommends securing cell phones and valuables in a locked vehicle while working. **Holy City Halloween, LLC, and their affiliates are not responsible for theft, loss, or damage to cell phones or personal property at any time.**

Written Warnings

Holy City Halloween utilizes a written warning system. Anyone issued a written warning will be required to read and sign it. Actors and staff will be afforded a space to write any comments related to the incident in question. A signed copy must be returned to management upon arrival for the next contracted shift. Failure to do so may result in dismissal from the event and may jeopardize future contract opportunities. Any three written warnings constitute dismissal. An individual's contract may be terminated prior to receiving three written warnings at management's discretion should the offense(s) warrant such action.

Care of Costumes, Sets and Equipment

Actors and Staff will be afforded the opportunity to work with a variety of specialty props, equipment, and high-quality costumes. You should treat any equipment issued to you with great care. Appropriate training on the use of any specialty equipment related to your job duties will be provided. Actors/Staff should **immediately** notify a supervisor if any prop, set, or etc requires maintenance. Holy City Halloween, LLC and their affiliates reserve the right to hold an actor or staff member financially liable for any damage to costumes, props, set pieces, or equipment in their care. Management reserves the right to deduct any fees related to the above from your compensation. Actors and Staff are responsible for maintaining a workplace clean of trash and debris. Any trash generated during the event (water bottles, snacks, etc.) should be disposed of in a trash receptacle and should not be left in the attraction.

Actor/Guest Conduct

The nature of the event requires actors and staff to operate in tight spaces with limited lighting. If you have any concerns about working in these conditions, you should not participate. No guest may physically touch or assault any member of our team. Likewise, no actor or staff member should intentionally touch or physically interact with any actor or guest. Actors are strictly instructed to keep a safe distance from guests experiencing the haunted attractions as demonstrated during actor training. Actors are restricted from any activities that are deemed unsafe by management. In dark, confined spaces, occasional, accidental physical contact may occur. **Any actor who feels a guest has deliberately attempted to contact or harm them should notify a supervisor immediately.** Any actor or staff member who witnesses a guest or fellow actor acting in an unsafe or destructive manner should immediately contact the event

director or a supervisor, providing as much detail as possible about the individual in question. Inappropriate interactions (of any nature) among actors and staff are strictly prohibited. **Any actor or staff member must immediately report any injury to themselves, another actor, or guest to their supervisor or the executive director.** Profanity and/or vulgar language is strictly prohibited while on Holy City Halloween property.

Physical Requirements/Indemnity

Individuals should be aware of the requirements for working in a haunted attraction including extended periods of standing, pushing, lifting, and/or screaming. As an actor or staff member contracted to work at Holy City Halloween, you agree that you fully recognize the physical requirements for working in and around the haunted attractions and agree not to hold Holy City Halloween, LLC or their affiliates liable for damage to personal property, injury, or death while performing your duties at Holy City Halloween.

Harassment

Holy City Halloween believes all contractors have the right to be free from any form of harassment based on race, gender, color, religion, sexual orientation, national origin, age, physical or mental ability, citizenship status, veteran status, genetic information, or any other characteristic covered by state or local law. We are dedicated to providing a work environment free from discrimination and harassment.

Prohibited behavior includes, but is not limited to, the following examples:

1. Unwelcome physical contact or comments
2. Sexually explicit language, printed or electronic materials, or gestures
3. Uninvited and unwanted sexual advances or favors
4. Offering or providing terms or conditions of employment, including the actor or staff member's compensation or advancement, in return for submitting to offensive or unwelcome conduct
5. Name-calling, negative stereotyping, slander or other derogatory communications
6. Any other words, conduct or action that demean, stigmatize, intimidate, or single out a person because of his or her sex, race, color, religion, national origin, age, disability or other legally protected status

Complaint Procedure For Reporting Harassment, Discrimination, or Any Concern or Problem

Anyone who has experienced any job-related harassment or discrimination must promptly report the incident. The procedure is as follows:

Harassment of any kind should be brought to the Actor Coordinator or Executive Director's attention.

The matter will be investigated and appropriate action will be taken. Your complaint will remain confidential to the fullest extent possible. If it is determined that an actor/staff member is guilty of harassing another individual(s), the offending individual will be disciplined, which may result in termination.

Holy City Halloween prohibits any form of retaliation against any actor or staff member for filing a bonafide complaint under this policy or for assisting in a complaint investigation.

Communication/Confidentiality

Any inquiries related to the event experience, props etc. should be directed to the Executive Director. Under no circumstance should any actor or staff member quote or reveal any "attraction secrets" to any customer. Actors and staff may not address inquiries personally or promote their own business ventures while on Holy City Halloween property. **Contracted individuals should not represent Holy City Halloween in any business matter including on social media. Contractors MAY NOT respond to public inquiries, reviews, or comments on Holy City Halloween social media.** Actors and staff are prohibited from sharing any photos from within the attractions or behind the scenes on social media or any other public forum. **There will be no written warnings for violation of this rule. IMMEDIATE TERMINATION!!!**

Parking

There is no official parking for Holy City Halloween. Visitor Center Paring Garage is the most cost effective.

Holy City Halloween Address:

34 Woolfe Street Charleston, SC 29403

Preparing to Perform

Actor positions require actors to remain in character for long periods of time. An actor in character represents Holy City Halloween and should always interact appropriately (in-character) with guests. Breaks should be conducted in the appropriate spaces when instructed by an attraction supervisor and out of guest view. Under no circumstance should an actor "break character" during the execution of his/her duties unless there is a dire emergency occurring.

Dark colored **closed-toe** shoes are required. Costumes may be provided and will be assigned n character/position. **Actors should arrive as early as 4:00pm and NO LATER THAN 6:00pm** to ensure ample time for costuming and makeup each night. Event staff wardrobe to be discussed.

Makeup and Costuming staff will be available beginning at 4:00pm each evening of operation. Actors must check-in at the sign in sheet for tracking attendance. Any actor arriving after 6:00pm may be subject to replacement as there will not be adequate time to prepare costuming and makeup for their character. Please plan travel to the attraction appropriately if you must use roads that frequently experience high traffic volumes in the afternoon.

Actors and Staff should bring adequate water to remain hydrated during each night of operation. During the early-season temperatures may remain in the mid-80s in the evenings.

COVID-19: Holy City Halloween, LLC remains committed to operating Holy City Halloween in compliance with applicable regulations and recommendations for outdoor attractions during the 2024 season. Policies may be adjusted and simplified as time goes on, conditions improve, and new best practices are identified. Even with precautions in place, there is still some risk of exposure to COVID-19. We are committed to keeping you healthy and safe and have taken a number of precautions, including those recommended by applicable health authorities, but we cannot guarantee you won't be exposed to COVID-19. Participation as an actor or event staff contractor at Holy City Halloween is at your own risk.

Attendance

In order for our guests' high expectations to be met, our attractions rely on a full staff of creatures and technical staff every single night. Scheduling for all positions will occur each week. Even if you are not scheduled in a position, **please plan to attend every night of operation** as we often must fill "extra" positions. Your availability on the must be accurate prior to your orientation date. Anyone who no-call, no-shows on a night they are scheduled to work, will be subject to immediate replacement.

We like incentivizing our actors! On a nightly basis our Scream Team of actor coordinators will be passing through the attractions to check on you. Rewards for great performance include treats, gift cards, and even drawings for on-the-spot cash bonuses for attendance on select nights. Your perfect or excellent attendance greatly increases your chances of receiving additional incentives.

Compensation

Contracted actors/staff will be compensated for their work with Holy City Halloween. Event staff will be required to sign in. Contractor wages will be communicated individually based on position, experience, etc.

Actors will be paid based on experience.

Holy City Halloween employs the use of an incentive program where actors/staff may receive incentives (financial or otherwise) for exceptional performance, timeliness, etc.

Actors who arrive late or do not complete their full night's performance are subject to replacement.

Checks will be available following the conclusion of the operating season and may be picked up on Saturday November 9, 2024 from 2:00pm – 5:00pm at the theater. Any discrepancies regarding checks must be brought to Holy City Halloween, LLC's attention during check pick-up.

PLEASE PLAN TO PICK YOUR CHECK UP IN-PERSON ON SATURDAY 11/9/2024.

Change of Address

If your address changes during the season, it is **YOUR RESPONSIBILITY** to notify an actor coordinator or the Event Director in order to complete an updated W9. Holy City Halloween is not responsible for mailed checks which do not reach their destination due to inaccurate address information on a contractors' profile.

1. Important Contact Information

- **ACTORS**

- o InquiriesEmail:

- info@holycityhalloween.com