

FRINGE ARTS

2018 Fringe Festival

Independent Artist Policies and Agreement



Fringe Festival Artist Policies
Fringe Festival Box Office Policies
Fringe Festival Artist Agreement

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○ STEP 1 - SIGN UP AND BASIC SHOW INFORMATION

Sign up at Fringearts.com/register. **Deadline: June 1st**

- \$350 registration fee includes: administrative, marketing, PR and box office support, customized sandwich board to use at your venue, invite-only networking events, artist development workshops, and show listing and image in the Festival Guide. Plus 1 FringeArts Membership (30% off all tickets) is included with registration.
- Basic show information includes: show name, discipline, venue information, show dates and times, running time, short description (50 words or less), guide image (high res - 300dpi).
- Available discounts (*only one discount can be applied per show*):
 - Register before March 16th = \$75 discount
 - Register before April 16th = \$50 discount
 - Produce more than 1 show in the festival = \$75 discount
 - Visual art exhibition (gallery hours, not ticketed) = \$75 discount
 - Current student discount = \$50 discount
 - Fringe Virgin = \$50 discount

○ STEP 2 - MARKETING/PR AND WEBSITE INFORMATION

Submit information on MyFringeArts.com. **Deadline: July 13th**

- Marketing/PR and Website information includes: Company bio, website address, keywords, multimedia links, press release, and high res photos.
- We highly recommend you submit this information by the deadline as it will help the press and audiences get additional information about your show and help our Communications Director fulfill press requests.

○ STEP 3 - INSURANCE AND W-9

Upload on MyFringeArts.com. **Deadline: July 27th**

- All participants in the Festival must obtain general liability insurance covering themselves and FringeArts. We require minimum coverage of \$1,000,000 per incident and \$2,000,000 in the aggregate.
- You may provide this through your own insurance company or purchase it through Domenick & Associates, the Festival's insurance broker by filling out a simple form online: <https://www.domenick.com/philly-fringe/>
- In order to send your box office revenue, we will need a completed W-9. **FringeArts will send your box office revenue to the name and address listed on your completed W-9.** If you are not familiar, the IRS Form W-9 is most commonly used by individuals when they are working as a freelancer or independent contractor. When you fill out a Form W-9, it means that FringeArts needs your Social Security number so it can notify the IRS of the amount that has been paid to you. Download a Blank W-9 form here: <http://www.fringearts.com/downloads/w9-blank.pdf>

○ STEP 4 - FRINGE BUSINESS

(At The Door Sales and Survey). **Deadline: September 28th**

- All at the door ticket sales must be recorded and reported. Artists need to submit all collected email addresses, audience demographics and at the door sales. Submit information on MyFringeArts.com

Fringe Festival Box Office Policies

○ TICKETING POLICY and FEES

- You set your own ticket prices. You must sell at least 50% of your ticket inventory through the Festival Box Office. We will deduct 10% of any revenue from tickets sold through our Box Office. There is a \$1 -3 processing fee (depending on ticket cost) added for all credit card transactions (FringeArts does not retain these funds). You keep 100% of revenue from tickets that you sell on your own.

○ SALES REPORTS

- **WEEKLY SALES REPORTS** will begin in early August, sent to the email provided. This report can only be sent to one person and includes patron email addresses and any associated discounts.
- **DAILY SALES REPORTS** will begin mid-August and includes the same information as the Weekly Sales Report.
- **FINAL SALES REPORTS** will be sent two hours before every performance. Our box office will stop selling tickets two hours prior to the start of each performance. All remaining tickets will now be yours to sell at the door. You can check in patrons with you Final Sales Report or collect the printed/digital tickets sent to the patron's email.

○ ARTIST CARDS

- All Festival artists are eligible to receive two \$5 rush tickets to Festival shows, five minutes prior to the start of a performance. Artists must sign the back of the card and present with picture identification.

○ BOX OFFICE DISCOUNTS

- **FringeArts and FringeAxis Members** FringeArts Members receive **30% off 2 tickets** for all Festival shows
- **Staff Badge** - FringeArts Staff members will present a badge that entitles them to a \$5 rush ticket, 5 minutes before the show if available. FringeArts Staff must present their badge to receive a rush ticket.
- **Intern Badge**- Interns will present a badge that entitles them to a \$5 rush ticket, 5 minutes before the show if available. FringeArts Staff must present their badge to receive a rush ticket.
- **Groups** of 10 or more are eligible for 25% discount. (Must be arranged in advance through Box Office)
- **Press Pass:** Two free tickets (Subject to availability. No reimbursement to artist)

○ FINAL RECONCILIATION REPORTS

- On the Performance Report, the highlighted "Net sales: tickets" represents your total sales for tickets sold through our box office, less any refunds and excluding processing fees. We retain 10% of this figure, and you receive the remainder in your check. The "Processing fee" on the Performance Report represents total processing fees for all credit card transactions - FringeArts does not retain this money. This report is issued after the close of the entire Festival.

○ AT THE DOOR SALES

- All at the door ticket sales must be recorded and reported to www.myfringearts.com after the run of your show

○ PATRON CONTACT INFORMATION

- Patron information will be released to Fringe Artists upon receiving a written request no later than 90 days after the close of their show. In order to be eligible to receive this information, all artists must have submitted all final documents to FringeArts including W-9s and box office reconciliations.

○ CANCELLATIONS and SHOW RELATED CHANGES

- Contact the Fringe Festival Coordinator with any and all show changes immediately. Shows may not be canceled except for extraordinary circumstances (ie: an outdoor production being rained out). Shows may not be canceled due to low attendance.

Fringe Festival Artist Agreement

- 1. DEFINITION:** This Agreement is made between FringeArts and the Artist pursuant to the terms and conditions as follows. The Term "Artist" as used in this Agreement refers to all persons participating in Artist's show and binds each individually and collectively to the terms of this Agreement.
- 2. BOX OFFICE PROCEDURES AND TICKET DISCOUNTS:** Artist hereby agrees to comply with Festival Box Office Procedures and honor and abide by the Festival's ticket discount policies. Artist may set their own ticket prices. At least 50% of artist's ticket inventory must be sold through the Festival Box Office. There is a 10% Box Office Fee for all tickets sold through Festival Box Office plus a \$1 - \$3 processing fee for all credit card transactions. FringeArts does not retain the processing fee. Artist may keep 100% of revenue from tickets sold by Artist.
- 3. INSURANCE:** Artist hereby agrees to obtain general liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for artist's show and name FringeArts as an additional insured. Proof of insurance must be provided no later than July 27th 2018. Artist also hereby acknowledges and agrees that if Artist does not provide proof of insurance in the required amounts by the above date, the Festival will remove Artist's show from the Festival and Artist will forfeit all fees paid with no refund.
- 4. TICKET SALE RECONCILIATION:** All at the door ticket sales must be recorded and reported to FringeArts by one week following the close of artists' production. Information must be submitted through the online portal MyFringeArts.com
- 5. COMPLIANCE WITH APPLICABLE LAWS:** Artist hereby agrees to comply with all applicable laws, statutes, regulations and ordinances related to the production and presentation of Artist's show.
- 6. PROPRIETARY RIGHTS:** Artist shall secure all necessary permissions or licenses and pay all royalties or other fees required to be paid for use or performance of copyrighted or other proprietary material. FringeArts shall have no liability for the payment of such Royalties. Artist represents that its performance at the Festival includes only authorized use of copyrighted material or other applicable proprietary rights. Artist shall indemnify, defend, and hold harmless FringeArts, its directors, officers, employees and agents from and against all claims, demands and expenses that FringeArts may incur by reason of any infringement or violation of any copyright or other artistic proprietary right arising in any way from the Artist's performance.
- 7. INDEMNIFICATION:** Artist hereby indemnifies and holds harmless FringeArts, its officers, employees, agents, successors and assigns, from and against any and all claims, damages, losses, and expenses, arising out of or resulting from Artist activities in connection with Artist participation in the Fringe Festival including any and all court costs, reasonable attorney's fees and expenses that may be incurred in defense of any such claim or suit, and from any and all claims arising from Artist failure to comply with applicable laws, statutes, regulations and ordinances related to the production and presentation of Artist's show, including, but not limited to, improper or unlawful posting, publicity and advertising of Artist's appearance at the Fringe Festival.
- 8. ARTIST PUBLICITY MATERIAL:** Artist shall comply with all reasonable requests by FringeArts for marketing and promotional materials.
- 9. FESTIVAL PUBLICITY, PROMOTION AND ADVERTISING:** FringeArts shall provide publicity, promotion, and advertising for the Festival as determined by the FringeArts' Marketing Director. FringeArts reserves the right to promote any Artist or any individual performance of any Artist. Any additional promotional materials or advertising of the Festival produced by Artist or any appearance by Artist connected with the Festival must contain the FringeArts logo. FringeArts shall have the unqualified right to use and authorize others to use the name, photographs, and photographic likeness of the Artist to publicize, advertise or report about the Artist's engagement in the Festival in all media, except where otherwise agreed to by the parties in writing.
- 10. DOCUMENTATION:** FringeArts shall have the right and full authority to make audio, video and/or digital recordings, or use photography, for archival and future promotional purposes, with respect to any portion or all of Artist's performances at the Festival. This authority shall be exercised by FringeArts unless it receives written notification no later than seven (7) days in advance of any performance in the form of a separate letter from the Artist objecting to such coverage.
- 11. ACCEPTANCE:** Artist by its representative's electronic acceptance binds the Artist to the terms and conditions of this Agreement. The terms of this Agreement are binding and supersede any oral agreements or representations and any prior written agreements or representations.
- 12. AUTHORIZATION:** The person electronically accepting this Agreement on behalf of Artist hereby acknowledges that he/she has the authority to bind Artist to the terms of this Agreement and that they have read this agreement and the Festival Policies and Box Office policies in their entirety, and by electronically accepting agrees to abide by all terms.