

FRINGE ARTS

2021 Fringe Festival

Independent Artist Policies and Agreement *UPDATED 4/6/2021*

NOTICE: FringeArts reserves the right to remove any show from the Festival that in FringeArts' sole discretion poses a threat to public health or safety and/or is in violation of any governmental law or mandate. This includes, but is not limited to: removal of the show from FringeArts' website, festival guide and all other promotional platforms; as well as the suspension of ticket sales through FringeArts' website and box office.

APPLICATION & REGISTRATION

Create an account at [Eventotron.com](https://www.eventotron.com) and Apply for the 2021 Fringe Festival.

Deadline: Registration open MAY 2 - JULY 1, 2021

- Registration fee includes: administrative, marketing, PR and box office support, customized signage, artist development workshops, and show listing and image in the Festival print piece and website. Plus 1 FringeArts Artist Membership is included with registration.
- Registration Pricing:
 - \$20 per show listing

STEP 1: ARTIST/COMPANY PROFILE & BASIC PRINT INFORMATION

Create your Artist/Company Profile for the [FringeArts App](#) and website on Eventotron.com

Deadline: JULY 1, 2021

Your Artist/Company Profile includes:

- Artist/Company Photo
- Artist/Company Name as it will appear in print and online
- Brief Artist/Company Bio
- Links to relevant web pages and social media accounts

Your Basic Print Information Includes:

- Show Image (600 x 600 pixels)
- Title of Show
- Description of Show
- Genre
- Content Considerations, Audience Expectation and Accessibility (if available)

STEP 2 - WEBSITE & TICKETING INFORMATION DUE

Create your 2021 Fringe Festival Show web page and tickets on Eventotron.com
Deadline: JULY 15, 2021

Your Web Info includes:

- Full Show Description,
- Cast & Crew Credits
- Press Release (if available)

Your Ticket Info Includes:

- Dates
- Times
- Prices
- Capacity
- Venue Info

STEP 3 - SOCIAL MEDIA CONTENT & PAPERWORK DUE

Submit information on [Eventotron.com](https://www.eventotron.com)
Deadline: JULY 29, 2021

Social Media Content Includes:

- Promotional photos/copy for FringeArts to promote your show on social media
- Links to any available promotional materials

Paperwork Includes:

- [W-9 \(for ticketed performances to receive ticket income\)](#)
- Direct Deposit Information
- Proof of Event Insurance
- [REV-1832](#)

STEP 4 - FINAL FRINGE BUSINESS DUE

Submit Box Office Numbers & and artist survey on Eventotron.com
Deadline: OCTOBER 9, 2021

- Walk up ticket sales & audience info must be recorded and reported.
- Artists will be asked to submit an experience survey

Fringe Festival Box Office Policies

- **TICKETING POLICY and FEES**
 - You set your own ticket prices, but will honor FringeArts discounts indicated below.
 - You must sell at least 80% of your ticket inventory through the Festival Box Office. FringeArts will retain 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. They are remitted to a third party).
 - You keep 100% of revenue from tickets that you sell on your own and at the door.
- **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** and door lists 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 your Final Sales Report or collect the printed/digital tickets sent to the patron's email.
 - *If you require the box office to cut off sales less or more than 2 hours before show time, please contact April@FringeArts.com*
- **ARTIST RUSH CARDS**
 - Participating artists are entitled to receive a \$5 Artist Rush card which allows them to purchase a walk up ticket to any Fringe Festival show for \$5 if there are seats available at showtime.
 - NOTE: all Independent shows in the Fringe Festival must honor the Artist Rush discounts for fellow artists but ONLY if they have available seats at showtime.
- **BOX OFFICE DISCOUNTS**
 - Students & 25 and Under are entitled to \$5 off the standard ticket price of any show. These can be purchased as pre-sales or walk up by showing a student ID/ ID.
 - FringeArts Members receive 20% off for all shows with ticket prices OVER \$15 .
 - Groups of 10+ are eligible for a 25% discount (Must be arranged in advance through the Box Office)
 - Press Pass entitles holder to two free tickets (Must be arranged in advance through the Box Office). Subject to availability, no reimbursement.
- **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 (artist) receive the remaining 90%
 - 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 in STEP 4.
- **AT THE DOOR SALES**
 - All at-the-door ticket sales must be recorded and reported to eventotron.com after the run of your show
- **PATRON CONTACT INFORMATION**
 - Patron information will be released to Fringe Artists upon receiving an email 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 Independent Artist Program Manager (April@FringeArts.com) 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 (above). Artists may set their own ticket prices. At least 80% 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 The Fringe Festival Box Office. Audiences pay a \$1 - \$3 processing fee for all credit card transactions. FringeArts does not retain the processing fee. It is remitted to a third party. Artists Keep 90% of net ticket sale income through the Fringe Festival Box Office. Artists may retain 100% of revenue from tickets sold by artists.

3. INSURANCE: **Artists must obtain their own insurance policies,** 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 the artist's show and name FringeArts as an additional insured. Proof of insurance must be provided no later than July 29, 2021. 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 no later than one week following the close of artists' production. Information must be submitted through the online portal Eventotron.com. The artist/company listed on the W9 will receive a 1099 tax form at the end of the year, as ticket income is required to be reported as income to the IRS.

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's activities in connection with Artist's 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: Artists 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 recording or photography.

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 they have 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.

13. DECLINE AND REMOVAL OF SHOW POLICY: FringeArts reserves the right, for any reason at its sole discretion, to decline an Artist's application to participate in the Festival and/or cease all promotion of and sale of tickets to Artist's show. In the event that FringeArts ceases to sell tickets to Artist's show, FringeArts will remit any ticket sale receipts due Artist at the conclusion of the Festival.

Questions? Independent Artist Program Manager, April Rose at april@fringearts.com / 215-413-9006 x16