

FRINGE ARTS

2022 Philadelphia Fringe Festival

Independent Artist Policies and Agreement

UPDATED 4/1/2022

The 2022 Fringe Festival will run September 8 – October 2, 2022

This Document must be reviewed and agreed to before registering to participate in the 2022 Philadelphia Fringe Festival.

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Fringe Festival Artist Deadlines

Registration for the 2022 Fringe Festival will open April 1, 2022, and the required information due dates are as follows. Failure to meet the due dates will result in removal from the festival.

April 1 – June 1 – Artist Registration Open on Eventotron.com

- Create Artist/Company Profile
- Basic Lead Artist/Company Info

June 15 – Step 1: Print Info Deadline & Ticket Information

- Basic Show Info and Print listing due
- Show Dates and Times
- Venue
- Ticket Prices and Capacity
- Accessibility

July 15 – Step 2: Build Your Web Page

- Full Show Description, Cast & Crew Credits
- Content Considerations, Audience Expectations
- Press Release (Optional)

July 29 – Step 3: Insurance & Paperwork Due

- W-9 (for ticketed performances to receive ticket income) & REV-1832 (if tax-exempt)
- ACH Direct Deposit Form (to receive ticket income)
- Proof of Event Insurance

October 9 – Step 4: Reconciliation, Box Office Reports & Survey Due

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 (SEE BOX OFFICE POLICIES SECTION).
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.
5. **TICKET INCOME & TAXES:** 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.
6. **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.
7. **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.
8. **FESTIVAL PUBLICITY, PROMOTION AND ADVERTISING:** Artists shall comply with all reasonable requests by FringeArts for marketing and promotional materials. 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.
9. **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.

10. **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.
11. **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.
12. **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.
13. **MUTUAL INDEMNIFICATION:** Each party hereby agrees to indemnify, defend, and hold the other party harmless from any and all claims, demands, costs, liabilities, losses, expenses and damages (including reasonable attorneys' fees, costs, and expert witnesses' fees) arising out of or in connection with any claim against a party or parties; except for the gross and/or willful negligence and/or unlawful acts or breach of warranties and covenants of the other party.

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

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.

Fringe Festival Box Office Policies

1. TICKETING POLICY & FEES

- Artists may only offer ONE ticket price option for their event + a Student & 25-and-under discount.
- Artists set their own ticket price, but will honor FringeArts discounts indicated below.
- Artists must have at least 80% of ticket inventory available through the Festival Box Office.
- FringeArts will retain 10% of any revenue from tickets sold through the Fringe Festival Box Office.
- Artists keep 100% of revenue from tickets sold on their own and at the door of the show.
- Ticket buyers will pay 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).

2. SALES REPORTS

The FringeArt Box Office generates ticket reports for participating artists to keep track of their ticket income and expected attendance

- **Weekly Sales Reports** will begin in early August, sent to the main admin contact email provided by the artists. 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
- **Final Sales Reports** and door lists will be sent two hours before every performance. The Festival Box Office will **stop selling tickets two hours prior to the start of each performance.**

3. BOX OFFICE DISCOUNTS

- **Students & 25-and-Under** are entitled to \$5 off the standard ticket price of any show with tickets over \$20. 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 (Arranged in advance through the Box Office)
- **Press Pass** entitles holder to two free tickets (Arranged in advance through the Marketing Dept)

4. 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 events in the Fringe Festival **must honor the Artist Rush** discounts for fellow artists but ONLY if there are available seats at showtime.

5. ATTENDANCE TRACKING

- All at-the-door ticket sales must be recorded and reported in Eventotron.com (registration platform) after the festival by the survey deadline.

6. PATRON CONTACT INFORMATION

- Patron information will be released to 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.
- Artists may not share patron contact information with other patrons (ex. mass emailing ticket buyers without BCC)

7. CANCELLATIONS, CLOSINGS, & SHOW RELATED CHANGES

- Artists must contact the 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.
- Presentations taking place during open gallery hours such as visual art installations and durational performances must be accessible during all hours advertised. If an advertised date or time listed on festival platforms is no longer available to the public, artists must contact April@FringeArts.com immediately.

Digital Fringe Festival Policies

Artists presenting digital performances, events, and content in the Philadelphia Fringe Festival are not subject to all of the same policies as in-person events. However there are a few specific rules and options that apply to digital presentations only.

1. **DIGITAL FRINGE ARTIST POLICY EXCEPTIONS**

- Digital Fringe presentations are NOT required to secure an event insurance policy for their performances if there are no in-person attendees (Artist Agreement Section 3)
- As all Digital Fringe presentations will only be accessed through the Fringe Festival Box Office, Digital Fringe artists are not responsible for tracking attendance, as they will have no “walk ups” that have not been recorded in our system (Artist Agreement Section 4)
- Tickets for Digital Fringe performances do NOT need to close 2 hours before showtime. The Artist may choose to continue sales for the performance as late as 5 min after the start of show. (Box Office Policies Section 2)
- Digital Fringe presentations do NOT need to offer Artist Rush discounts (Box Office Policies Section 4)

2. **DIGITAL PRESENTATION OPTIONS:** Digital Fringe Festival presentations can be presented in one of two ways

- **Archive Available** - This is On Demand content that audiences can view at any time. There is not a specific show time or date, and the content is available during the entire festival.
- **Live Streaming** - Much like in-person performances, streaming content is presented at a specific time and date.
- All other digital presentations that do not fit these requirements must contact april@fringearts.com before registration to confirm that their digital presentation type can be supported.

3. **ARCHIVE AVAILABLE RULES**

- Archive available shows must be an uploadable piece of content that can be submitted as a video file (mp4). The content can not be a web link.
- Archive content must be uploaded and submitted to FringeArts by July 15, 2022. If content is not complete by this date, the performance may be removed from the Festival
- Archive Available digital content should be a new piece of content not presented in previous Philadelphia Fringe Festivals
- Archive Available content cannot be a static image, webpage, or portfolio.
- After ticket purchase, once the audience member accesses the content, they have 48 hours to view the work.

4. **LIVE STREAMING RULES**

- Links to live-streaming content must be submitted to FringeArts through Eventotron.com by June 15, 2022
- The live stream content does not need to be complete by this date, but the artist must set up the streaming link/s by this date. Pre-scheduling live streams on most platforms is very simple.
- Accepted platforms for Streaming include: Twitch, Zoom, Vimeo, and Youtube.

5. **DIGITAL CONTENT RIGHTS**

- Artists developing digital performances should be especially aware of usage of any existing material in their show such as licensing music or securing rights to a script. It is often safest to use completely original material for digital presentations as to not violate any content usage rights.
- As a self-producing artist, it is the artist's responsibility to secure these rights and licenses.

Fringe Festival Artist Code of Conduct

FringeArts and the Philadelphia Fringe Festival serve individuals of all ages, backgrounds, beliefs, ethnicities, genders, gender identities, gender expressions, national origins, religious affiliations, sexual orientations, ability, and other visible and nonvisible differences. All participating artists are expected to contribute to a respectful, welcoming and inclusive environment for their fellow artists and patrons. Discriminatory behavior or language or harassment is not allowed and will be considered grounds for removal from festival.

PERFORMANCE AS ADVERTISED

As participants in the Philadelphia Fringe Festival, artists have a responsibility to their audience to present the work that they have advertised through the Fringe Festival platforms. Fringe audiences trust the festival and artists not to mislead ticket buyers about the experience they will have.

The actual performance should resemble the performance described in content, length, age appropriateness, format, etc. Details such as date, time, and venue must be exactly as advertised to audiences.

This is both to ensure the quality of audience experience and safety of the parties involved.

WORKS IN PROGRESS & INCOMPLETE WORKS

FringeArts asks that all registered presentations in the festival are complete and ready for audiences by the advertised dates. Artists advertising a performance should not present an incomplete work in progress of that performance without notifying FringeArts and advertising the performance as a work in progress.

The festival understands that performances may be improvised, premieres, in development, etc. However, audiences should be made aware of the content that they are paying to see. FringeArts does not curate or jury the content artists submit in the festival, but encourages artists to be transparent about the state of the performance as to not mislead audiences.