

FRINGE ARTS

Artist Agreement

DEFINITION: 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.

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.

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 my show and name FringeArts as an additional insured. Proof of insurance must be provided no later than July 1, 2014. 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.

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.

PROPRIETARY RIGHTS: Artist shall secure all necessary permissions or licenses and pay all royalties 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 the Presenter 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.

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 2014 Fringe Festival including any and all court costs, reasonable attorney’s fees and expenses that may be incurred by the above named 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.

ARTIST PUBLICITY MATERIAL: Artist shall comply with all reasonable requests by FringeArts for marketing and promotional materials.

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.

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.

ACCEPTANCE: Artist by their representatives' signature below hereby indicates acceptance of 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.

AUTHORIZATION: The person signing this Agreement on behalf of Artist hereby acknowledges that he/she has the authority to bind Artist to the terms of this Agreement.