

VENUE TIPS

SECURING A VENUE

As a self-producer in the FRINGE Festival, **it is your responsibility to find your own venue**. We do not assign or find you a space. For help finding a venue, we recommend www.phillyspacefinder.com.

Many self-producers like to present art in non-traditional places. Audiences like this, too. Don't be afraid to seek out-of-the-ordinary and exceptional spaces. If you are in a non-traditional space, you will have different challenges (licenses, permits, etc.) but it may be worth the effort.

WHAT DO YOU NEED?

As you search for the perfect venue, your decision should be guided by a few general considerations.

- In which neighborhood do you want to perform?
- What kind of technical needs do you have?
- What are your staging needs?
- Is it an old building? Can it handle a lot of extra electricity?
- Will the neighbors be able to hear you?
- Does it have electricity, bathrooms, and enough electrical outlets?

TEMPORARY CERTIFICATE OF OCCUPANCY

If your venue is a vacant building or is a property not ordinarily open to the public, you may be required to apply to the City's Department of Licenses and Inspections (L& I) for a Temporary Certificate of Occupancy (Temp. C of O). The form you fill out is called a *Building Permit Application*. The purpose of this requirement is to ensure that the building is structurally sound and that systems and/or procedures are in place to protect the public's health and safety. Before a permit is issued you will be required to submit an application to L& I. Once your application is reviewed, an L&I Inspector will schedule a site visit to inspect the property. In order to obtain a Temp. C of O, you may be required to make adjustments to the venue and/or institute certain safety procedures, such as installing emergency exit lights.

You may download an application from the city's website at www.phila.gov. Scroll down to Licenses, Permits and Certificates in the middle of the homepage and click Building Construction. Under Permits and Certificates A-Z click on Building Permits, then click Building Permit Application.

OUTDOOR SHOWS ON PUBLIC PROPERTY

Some of the most interesting and popular Festival shows have been staged outdoors. If you are planning to perform outdoors on a street or public thoroughfare, you will need to submit a *Special Events Permit Application* to the City's Managing Director's office. Go to the www.phila.gov and scroll down to Permits & Certificates in the middle of the homepage and click on Special Events Permits, then scroll down and click Special Events Permits, then click Special Events Application. The Managing Director's Office approves these applications and they may consult with the Streets Department and the local Police District to ensure that these departments have no objection before granting approval.

There are a number of city parks that are managed by the City's Parks and Recreation Commission. Permits for these performances have a different application process. Visit <http://www.phila.gov/parksandrecreation/findafacility/> for more information.

NEGOTIATING A CONTRACT

Some venues charge a flat rent, some a percentage of your ticket sales, and some may charge both. Have them be clear up front about what your rental costs will be. If the venue wants a percentage of ticket sales, does this mean tickets sold on site or all tickets sold? Make sure that you **get everything in writing** with your venue owner. Be clear about what your venue will be providing you, at what cost and when things will be delivered, rehearsal time, load-ins, etc. If you are performing in a non-traditional space, your venue owner may be inexperienced in writing agreements and you may have to draft the arrangement.

TIPS ON VENUE AGREEMENTS

Once you have located a suitable venue for your show, we strongly advise that your agreement with the owner/manager of the property be in writing and signed by you and the owner/manager. Typical information in a venue agreement includes:

- names, postal addresses, email addresses, and phone numbers of the parties in the agreement.
- address of property
- term of the agreement (beginning and end dates of the lease)
- rental costs including any utility or maintenance fees
- date rent is due and contact information for whom the rent should be paid
- description of the area to be used (first floor except office, main stage including dressing rooms, etc)
- other services/equipment the owner/manager has agreed to provide (chairs, technical equipment, and storage space)

PLEASE NOTE: The above terms and the following sample venue agreement are NOT intended to serve as a comprehensive list or legal advice. They are simply guides to use when creating an agreement with the owner/manager.

SAMPLE VENUE AGREEMENT

This Agreement for the lease of _____, Philadelphia, PA, is made this _____ day of _____, 200_, between [Artist name, address and telephone number] (hereafter "Lessee") and [owner name, address and telephone number] (hereafter "Lessor"), pursuant to the following terms and conditions:

Leased Property: Lessee shall lease from Lessor [Address and description of the premises to be leased].

Use of Premises: Lessee shall use the leased space for [list uses such as: rehearsal and performances] on the following dates as part of the *FringeArts*.

Term of Lease: The term of the lease shall be [beginning and end dates of lease].

Rental Fee: The fee for rental of the premises shall be [total rental fee] to be paid in installments of [amount of each installment] on the following dates [list dates] and shall be sent to the following address: [address provided by Lessor].

Security Deposit: The Lessee shall pay a security deposit of [amount of deposit] on [date security deposit is to be paid]. The security deposit shall be returned to the Lessee by the Lessor within five business days of the termination date of the lease.

Utilities: Lessor shall provide [list utilities Lessor will provide such as: air conditioning, storage space, restrooms]. Cost of said utilities shall be the responsibility of [state whether rent is inclusive of utilities or whether Lessee is responsible. If Lessee is responsible for utilities state how and when Lessor will bill Lessee for these costs].

Governing Law: This agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

Entire Contract: This agreement, including any riders, addenda, schedules and/or attachments represent the entire agreement and understanding between Lessor and Lessee.

Acceptance: The terms and conditions of this agreement are hereby accepted by the Lessor and Lessee or their representatives by their signatures below. The terms of this agreement are binding and supersede any oral or written representations. The persons signing this agreement on behalf of the Lessor and Lessee each has authority to bind their respective principals.

AGREED AND ACCEPTED

[Insert Lessor's Name]:

[Insert Lessee's Name]:

By: _____ Date _____ By: _____ Date _____

Print Name: _____ Print Name: _____