# 2017 Fringe Festival Policies

Fringe Festival Artist Checklist Fringe Festival Box Office Procedures Fringe Festival Artist Agreement



## Fringe Festival Artist Checklist

#### 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.

BONUS: 1 FringeArts Membership (30% off Festival Tickets) is included with your 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).

#### Discounts:

Register before March 18th = \$75 discount

Register before April 18th = \$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

First time Fringe Festival artist = \$50

\*\*Only one discount can be applied per show

#### MARKETING/PR AND WEBSITE INFORMATION

Submit information on MyFringeArts.com. Deadline: July 7th

- —Marketing/PR and Website information includes: Company bio, website address, key words, 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.
- —Guide Ad Deadline: June 16th. For artists who wish to purchase an extra advertisement in the Fringe Festival Guide. Artwork due for purchased Guide ads on June 23rd.

#### **INSURANCE**

Upload certificate of insurance on MyFringeArts.com. Deadline: July 18th

- —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: <a href="https://payments.sephone.com/pay/domenick-philly-fringe">https://payments.sephone.com/pay/domenick-philly-fringe</a>

—Rates are based on your venue and the number of performances (ranges from \$120-\$220).

#### **W9**

Upload signed W9 form on MyFringeArts.com Deadline: July 18th

- —We need a W9 in order to send you a check for your ticket revenue from box office sales.
- —Download a Blank W9 form here: http://www.fringearts.com/downloads/w9-blank.pdf

#### AT THE DOOR TICKET SALES - Deadline: September 29th

All at the door ticket sales must be recorded and reported.

Submit information on MyFringeArts.com

### <u>IMPORTANT DATES TO REMEMBER</u>

March 1st – June 1st – Registration is open
June 1st – Step 1 is due – Sign Up & Basic Show Information
June 16th – Guide ad deadline - For artists who wish to purchase
an extra advertisement in the Fringe Festival Guide. Artwork due
for purchased Guide ads on June 23rd

July 7th – Step 2 is due – Marketing and PR (See details above)

July 18th – Step 3 is due – Certificate of Insurance and W-9. Box Office reconciliation checks will be mailed by Mid October- to the name and address reported on W9.

September 29th – Step 4 is due - Box Office Reconciliation and survey! All at the door ticket sales must be recorded and reported back to FringeArts.

## Fringe Festival Box Office Procedures

#### **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 - \$2 processing fee added for all credit card transactions depending on ticket cost (FringeArts does not retain these funds). You keep 100% of revenue from tickets that you sell on your own.

#### **SALES REPORTS**

- —<u>WEEKLY SALES REPORTS</u> will begin in early August and sent to the email provided. This can only be sent to one person.
- —<u>DAILY SALES REPORTS</u> will begin mid-August.
- —<u>FINAL REPORTS</u> will be sent two hours before every performance. Our box office will close two hours prior to the start of each performance and at this point, all tickets will now be at your disposal. You can check in patrons via this list 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 Fstival 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)

#### 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 credit card buyer fees. We retain 10% of this figure, and you receive the remainder in your check. The "Buyer fee" on the Performance Report represents total service fees for all credit card transactions. We do not retain this money: it is passed directly on to merchant services (the credit card processor). This report is issued after the close of the entire Festival. We cannot release your ticket income until 3wwe receive your W9 and settlement info.

#### 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 INFROMATION

—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. <u>DEFINITION</u>: This Agreement is made between FringeArts and the Artist pursuant to 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. <u>BOX OFFICE PROCEDURES AND TICKET DISCOUNTS:</u> 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 processing fee for all credit card transactions. FringeArts does not retain the credit card fee. Artist may keep 100% of revenue from tickets sold by Artist.
- 3. <u>INSURANCE:</u> 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 1, 2016. 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. <u>TICKET SALE RECONCILIATION:</u> 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. <u>COMPLIANCE WITH APPLICABLE LAWS</u>: 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. <u>INDEMNIFICATION:</u> 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 is 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. <u>ARTIST PUBLICITY MATERIAL</u>: Artist shall comply with all reasonable requests by FringeArts for marketing and promotional materials.
- 9. <u>FESTIVAL PUBLICITY, PROMOTION AND ADVERTISING:</u> 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. <u>DOCUMENTATION</u>: 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. <u>ACCEPTANCE:</u> 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. <u>AUTHORIZATION:</u> 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.