

# PHILA DELPHIA FRINGE FESTIVAL

UPDATED 3/9/2023

## Independent Artist Policies and Agreement

The Philadelphia Fringe Festival is presented by FringeArts.

*The official 2023 Philadelphia Fringe Festival dates are September 7 – 24, 2023  
Artist may register events taking place September 1 - 30, 2023*

This Document must be reviewed and agreed to before registering your event in the 2023 Philadelphia Fringe Festival.

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**FRINGEARTS**

## Fringe Festival Artist Deadlines

Registration for the **2023 Philadelphia Fringe Festival** will open **March 15, 2023** on Eventotron.com. All applications are automatically approved and artists must submit and finalize full show information according to the following deadlines:

### May 1: Early Submission Deadline

- \$20 Fee

Performances/Events with all information finalized by May 1 receive early access to apply for Festival Preview and Festival Campus performance opportunities.

### June 15: Print Guide Inclusion Deadline

- \$20 Application Fee

Performances/Events with all information finalized by the June 15 deadline will be included in the Fringe Festival Guide & receive free print signage to be displayed at their performances venue.

### June 16 - August 1: Late Submissions

- \$20 Application Fee + \$55 Late Fee

Performances/Events with information finalized after June 15 will **not** be included in the print guide or receive print signage but will be listed online with tickets available through the Fringe Festival Box Office.

### October 5: Submit Post-Festival Attendance Numbers & Survey

- Artists must track attendance during the run of their show and submit by this date.
- Artists must submit a post-festival participation survey by this date.

## Participation Checklist:

Before applying & submitting your show, be sure that you are prepared to gather the following:

- ☐ Show Title
- ☐ Square Show Image (1080 x 1080 pixels)
- ☐ Artist/Company Name, Bio, and Image
- ☐ Venue
- ☐ Dates, Times, and Ticket Prices
- ☐ An event insurance policy (See Insurance requirements on Page 3)
- ☐ A short show description for Print Guide (300 Characters Max)
- ☐ A full show description for Fringe Festival Website (2000 Characters Max)

You may begin the application and info submission process before you have everything on this checklist, but must submit all show information by June 15 to be listed in the Print Guide and avoid late fees.

## Fringe Festival Artist Agreement

1. **DEFINITION:** This Agreement is made between FringeArts and the Independent Artist pursuant to the terms and conditions as follows. The term "Artist" as used in this Agreement refers to all persons participating in a show and binds each individually and collectively to the terms of this Agreement.
2. **BOX OFFICE & TICKET POLICIES:** 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 on Page 5).
3. **INSURANCE:** **Artists must obtain their own insurance policies, policies are not provided by FringeArts.** 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, its directors, officers, employees and agents as additional insureds. Proof of insurance must be provided upon finalization of performance/event information in Eventotron.com. Artist also hereby acknowledges and agrees that if Artist does not provide proof of insurance in the required amounts, 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 **October 5, 2023**. 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 promotional materials or advertising of the Artists performance or event in the Festival must contain the **Philadelphia Fringe Festival logo**. Artists are not authorized to use the FringeArts logo to advertise their Festival productions or claim the production to be presented by FringeArts. Language such as "part of the Philadelphia Fringe Festival" or "presented in the Philadelphia Fringe Festival" may be used to accurately describe the performance or event's involvement in the Festival. 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 Philadelphia Fringe Festival and/or cease all promotion of and sale of tickets to Artist's show. 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.
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](mailto:april@fringearts.com) / 215-413-9006 x16**

# Fringe Festival Box Office & Ticket Policies

## 1. TICKETING POLICY & FEES

- Artists may only offer ONE ticket price option for their event (unless offering Pay What You Can Pricing) + 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 may 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. TICKET 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)
- **Artist Badges:** all festival artists are entitled to **attend any Fringe Festival show for \$5** if there are any available seats at showtime. To receive artist badges, names and email addresses of each shows artists/team members must be submitted through Eventotron.com

## 4. 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.

## 5. 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)

## 6. 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
- Digital Fringe presentations are not responsible for tracking attendance.
- Ticket sales for Digital Fringe performances may cut off whenever artist indicates in Eventotron (in person events cut off online ticket sales 2 hours before showtime)
- Digital Fringe presentations are NOT required to offer Artist Badge discounts.

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

- **On Demand** - This is content that audiences can view or engage with 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 and audiences must “attend” Live Stream shows at a specific time and date.
- All other digital presentations that do not fit these requirements must contact [april@fringearts.com](mailto:april@fringearts.com) before registration to confirm that their digital presentation type can be supported.

## 3. **ON DEMAND CONTENT RULES**

- On Demand video content must be provided to FringeArts in a downloadable format to be added to the festival's on demand player.
- On Demand digital content should be a new piece of content not presented in previous Philadelphia Fringe Festivals.
- 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 info submission deadlines listed on Page 2.
- 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 the 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.