



UPDATED 1/31/2024

Independent Artist Policies and Agreement

The Harrisburg Fringe Festival is a project of 717 Arts Incorporated

*The official 2024 Harrisburg Fringe Festival dates are
July 18 – 21, 2024*

This Document must be reviewed and agreed to before registering your event in the 2024 Harrisburg Fringe Festival.

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Fringe Festival Artist Deadlines

Registration for the 2024 Harrisburg Fringe Festival will open on February 16, 2024 through Eventotron.com. All applications will be submitted will be entered into the lottery to determine who is accepted into the 2024 Fringe.

February 29: Early-Bird Application Fee Deadline

- \$25 Fee

March 31: Application Deadline

- \$50 Application Fee

April: Lottery

Now-May: Generate Your Marketing Materials & Plan

- Don't wait to gather your images, copy, and other marketing materials. Get a good show image, design your posters, postcards, or whatever materials you intend to distribute, and consider your marketing plan.
- Attend Festival Workshop
- The HBG Fringe producers will host a helpful workshop for festival participants. This is a great opportunity to learn and ask questions.

June: Finalize Tech Requirements

- A/V Cue Sheet, Light Cue Sheet, and other needs specific to your show
- Market and Sell Tickets!
- Rehearse or Finalize your show

July: Final Preparations

- Don't wait until the festival begins to ask questions, and make sure you have all of your details squared away! If you have any final questions or concerns, this is the time to ask! Contact producer@hbgfringe.com with any questions.
- Get Paid! Ticket income is sent to artists within 96 hours of the festival closing. In order to be paid as soon as possible, complete and submit the ACH Direct Deposit form when filling in your payment details in Eventotron.

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
- Ticket Prices
- 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 May 15 to be listed in the Print Guide.

Fringe Festival Artist Agreement

1. **DEFINITION**: This Agreement is made between Harrisburg Fringe Festival/717 Arts Incorporated [hereafter referred to as FRINGE] 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. **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.

4. **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.

5. **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. FRINGE 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 FRINGE, its directors, officers and agents from and against all claims, demands, and expenses that FRINGE 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.

6. **FESTIVAL PUBLICITY, PROMOTION AND ADVERTISING**: Artists shall comply with all reasonable requests by FRINGE for marketing and promotional materials. FRINGE shall provide publicity, promotion, and advertising for the Festival as determined by FRINGE. FRINGE reserves the right to promote any Artist or any individual performance of any Artist. Any promotional materials or advertising of the Artist’s performance or event in the Festival must contain the Harrisburg Fringe Festival logo. Artists must get the logo file from FRINGE. Artists are not authorized to download the Harrisburg Fringe Festival logo from the internet. Artists are not authorized to crop or edit the Harrisburg Fringe Festival logo in any way. Language such as “part of the Harrisburg Fringe Festival” or “presented in the Harrisburg Fringe Festival” may be used to accurately describe the performance or event’s involvement in the Festival. FRINGE 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.

7. DOCUMENTATION: FRINGE 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 FRINGE 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.

8. 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.

9. 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.

10. DECLINE AND REMOVAL OF SHOW POLICY: FRINGE reserves the right, for any reason at its sole discretion, to remove an Artist from the Harrisburg Fringe Festival and/or cease all promotion of and sale of tickets to Artist's show. FRINGE reserves the right to remove any show from the Festival that, in FRINGE'S 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: the removal of the show from the FRINGE website, festival guide, and all other promotional platforms, as well as the suspension of ticket sales through the FRINGE website and box office.

11. 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? Contact co-producer Brianna Dow at brianna@hbgfringe.com or 717-219-7670.

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 FRINGE discounts indicated below.
- Artists must only sell tickets 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.
- Ticket buyers will pay a \$2-4 processing fee (depending on ticket cost) added for all credit card transactions (FRINGE does not retain these funds. They are remitted to a third party).

2. SALES REPORTS

- The FRINGE Box Office generates ticket reports for participating artists to keep track of their ticket income and expected attendance.
- Periodic Sales Reports will begin in early July, sent to the main admin contact email provided by the artists.
- Final Sales Reports will be sent within 96 hours of the festival's close.

3. TICKET DISCOUNTS

- Ticket Discounts are part of the 10% of the house the FRINGE reserves for Press, Sponsors, and Volunteers.
- Press Pass entitles the holder to two free tickets (Arranged in advance through the Marketing Dept)
- Sponsor Pass entitles the holder to two free tickets (Arranged in advance through the Producers)
- Volunteer Badges: all festival volunteers are entitled to comps to attend any Fringe Festival show. The amount of comps each volunteer gets is determined by how many shifts they sign up for.

4. CANCELLATIONS, CLOSINGS, & SHOW RELATED CHANGES

- Artists must contact co-producer Brianna Dow (brianna@hbgfringe.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.

Fringe Festival Artist Code of Conduct

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

PERFORMANCE AS ADVERTISED

As participants in the Harrisburg 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 must be exactly as advertised to audiences.

This is both to ensure the quality of the audience experience and the safety of all 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 FRINGE 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. FRINGE does not curate or jury the content artists submit to the festival but encourages artists to be transparent about the state of the performance so as to not mislead audiences.