

**BOOKING AGREEMENT FOR PERFORMANCE
AT THE 2024 PITTSBURGH FRINGE FESTIVAL**

This Booking Agreement (“Agreement”) is entered into by and between the Artist described below and the 2024 Pittsburgh Fringe Festival (“Festival”):

Name Artist (“Artist”): _____

Artist agrees that address and phone numbers from the application are correct, and that they will notify the festival of any changes.

Name of Contact Person signing the contract to represent Artist:

Location of Performance is as artist mentioned in Registration.

1. PERFORMANCE ENGAGEMENT DAY(S) AND DATE(S): It is understood that the performances (each a “Performance”) to be rendered will be presented as part of the Festival. The artists has discussed and determined that the venue they booked also agrees to be a participant in the Festival. It is understood that the Festival is an independent entity and is not part of the arrangement between the artist and venue. The Fringe is not responsible for presenting or compensating Artists for their Performances that will be part of the Festival. (A Performance by an Artist sometimes generally is referred to herein as a “show” as “shows,” as applicable.) Artist agrees that performance dates and times are correct in the registration form.

2. PERFORMANCE/EXHIBITION AND REHEARSAL TIMES:

a. Performance Times. Each Performance, unless otherwise specified, shall be no more than the time in duration that the artists and the venue agree. It is imperative that the Artist adheres to this time requirement to keep the festival running smoothly and audiences happy.

b. Rehearsal Times. Because Venue may be producing a number of shows during the Festival, the amount of time that Venue may be able to allocate to Artists for rehearsal time may be severely restricted. Artists must come to an agreement with the venue about rehearsals. The festival is not responsible for rehearsals.

3. PERFORMANCE FEE: Artist and venue should agree in writing in advance what the fees or percentages are. Venues are also entitled to receive box office reports for all shows in their venues. If it is a percentage of ticket sales, the venue and artist should agree on ticket prices in advance. Any ticket revenue split shall be limited to ticket revenues actually received by Artists after festival and ticket company fees. It is understood that the Festival shall be entitled to 15 percent of the gross ticket revenues (“Gross Ticket Revenues”) to compensate Festival for organizing the Festival, our insurance, advertising and general administrative and overhead expenses. A third party ticket vendor will add and retain a ticket fee and will deduct credit card

charges that shall not be considered part of the ticket price and shall not be considered part of the Gross Ticket Revenues in the event Artist is sharing in ticket revenues.

4. **ADDITIONAL OBLIGATIONS OF VENUE AND ARTIST.**

a. The Facility. The Artists with or through the venue shall be responsible for obtaining and paying for all required public performance music licenses (e.g., ASCAP and BMI), if any, local entertainment permits and other land use operating permits. The festival is not responsible for music licenses.

b. Liability Insurance. Artists shall work with venue to see if they require liability insurance, or if it is covered under the venue. Festival is not responsible for artist liability, or venues liability.

c. Source Material, Licensing and Royalties. Except as set forth in subparagraph “a” of this section of this Agreement, it shall be Artist’s responsibility to secure the rights to perform or integrate into each Performance any legally protected material. It is the Artist’s sole responsibility to make all royalty payments required to acquire such rights for use in each Performance. *(Please take note: Musical performances by musical non-theatrical artists most likely will be covered by Venue’s or Fringe’s public performance rights licenses, but if Artist is staging a theatrical production and intends to integrate music into a theatrical Performance, it is most likely that Artist will have to obtain a grand performance license from the copyright owner of the musical material and that a public performance license will be insufficient to cover the right to use such musical material. Additionally, if sound recordings are used, an additional, separate license from the owner of the sound recording may be required if Artist is not the owner of the sound recording.)*

d. Technical Rider. Artists should work with venues to determine what is needed technically for their show, and if the venue does not provide it, the artist is responsible for providing whatever the venue does not provide.

5. **TICKETING and FESTIVAL RULES.**

a. Where Tickets Are Sold. Tickets may be purchased online at www.pittsburghfringe.org, in person at the festival’s box office, and in person at the venues if the artist decides to do that. Artists are responsible for at the door sales and house management if the venue does not include that. If the artist decides to not sell at the door, they can encourage patrons to go online to buy, or stop at the fringe box office before coming to the show.

b. Ticketing Fee. All tickets will be issued through a third-party ticket provider “External Box Office”. The External Box Office will assess their own fees and charges (“Ticket Fee”) to **all tickets**, *regardless of where sold*, to cover its costs. This also applies to on-the-door sales on the day of performance.

c. Ticket Pricing. The Festival strongly suggests that no ticket to an individual Fringe Performance be priced higher than \$25.00. All tickets priced below \$5 shall be inclusive of the Ticket Fee, which is 50 cents for all tickets (even comps). This will be deducted in addition to the below reimbursement amounts. Suggested ticket prices are \$15.

d. Credit Card Charges. Credit card fees (typically 3 to 4 percent of the total amount charged) shall be deducted from tickets purchased via credit card and, hence, will be deducted from the Gross Ticket Revenues for purposes of computing the percentage due to the Venue and to the Artist.

e. Ticket Reimbursements. The following are the reimbursement amounts. They may not include special charges as noted above.

2024 Ticket Reimbursement Amounts:

The several price bands are as follows:

Regular Price Band - RECOMMENDED PRICE

1. Ticket prices are \$15. (85% = \$12.75)
2. Fringe Button discount minus \$3 = \$12 (85% = \$10.20)
3. Artists or Venues receive 85% of actual paid price (Ticket price minus any discounts), or flat fee as indicated below for paying pass entries. Talk with your venue before signing with them about how they intend to handle ticket money.
4. Day and weekend passes (Full amount - no % reductions.) = \$6 per paid pass entry. (Flat \$6 per pass entry, no 15% will come from the pass amount. But talk with your venue about how they intend to handle this.)
5. This does not include performer rush passes, VIP passes, Press passes, Industry passes, Volunteer passes or other comp tickets.

Lower Price Band

1. Ticket prices \$10. (85% = \$8.50)
2. Fringe Button discount minus \$3 = \$7 (85% = \$5.95)
3. Artists or Venues receive 85% of actual paid price (Ticket price minus any discounts), or flat fee as indicated below for paying pass entries. Talk with your venue before signing with them about how they intend to handle ticket money.
4. Day and weekend passses = \$4 per paid pass entry. (Flat \$4 per pass entry, no 15% will come from the pass amount. But talk with your venue about how they intend to handle this.)
5. This does not include performer rush passes, VIP passes, Press passes, Industry passes, Volunteer passes or other comp tickets.

Lowest Price Band

1. Ticket prices \$5. (85% = \$4.25)
2. Fringe Button discount minus \$3 = \$2 (85% = \$1.70)
3. Artists or Venues receive 85% of actual paid price (Ticket price minus any discounts), or flat fee as indicated below for paying pass entries. Talk with your venue before signing with them about how they intend to handle ticket money.

4. Day and weekend passes = \$2 per paid pass entry. (Flat \$2 per pass entry, no 15% will come from the pass amount. But talk with your venue about how they intend to handle this.)
5. This does not include performer rush passes, VIP passes, Press passes, Industry passes, Volunteer passes or other comp tickets.

Highest Price Band

1. Ticket prices \$20. (85% = \$17)
2. Fringe Button discount minus \$3 = \$17 (85% = \$14.45)
3. Artists or Venues receive 85% of actual paid price (Ticket price minus any discounts), or flat fee as indicated below for paying pass entries. Talk with your venue before signing with them about how they intend to handle ticket money.
4. Day and weekend passes = \$8 per paid pass entry. (Flat \$8 per pass entry, no 15% will come from the pass amount. But talk with your venue about how they intend to handle this.)
5. This does not include performer rush passes, VIP passes, Press passes, Industry passes, Volunteer passes or other comp tickets.

f. 1099 - If you make more than what the taxable reporting amount is (has been \$600 in the past), we will require you to fill out a 1099 before receiving your ticket income.

g. Fringewide Ticketing Discounts. The Fringe reserves the right to issue discounts and fringe passes in the following manner. Artists agree to these discounts by being part of the festival.

TICKET DISCOUNTS

We plan to offer the following discounts. Keep this in mind when selecting your ticket pricing. Being part of the festival means you agree to the following:

Fringe Buttons:

To help support the festival, we sell festival buttons each year. While these buttons are optional (unlike some festivals that require them in order to attend a performance), we use them to create community. We think that audiences can recognize other festival goers by noticing those wearing buttons (or festival pass lanyards), and will know who to strike a conversation up with about what shows they have seen. When buying tickets, patrons can use the buttons to receive a \$3 discount on a ticket, or use it to attend any of our free shows and special events. (This would make your tickets either \$2, \$7, \$12 or \$17.)

Fringe Day and Weekend Passes:

To encourage audience members to be a true Fringe audience, we have day and weekend passes. One price for as many shows as they can attend during the duration of the pass. To make this work, we have to do a few things. First we reserved 10% of ticket sales to be held so pass holders can get in at the door with their pass. (While they can order the passes in advance and online, they need to arrive at Fringe Central to pick up the appropriate lanyard prior to the show. They can then show up at least 10 minutes before the show, and hopefully get right in for the 10% of the seats we reserve for them. They cannot reserve pass seats with a lanyard, which is why we hold this small percentage so they can get in at the door. If pass holders do not show up these tickets will be released for regular sale at the door 10 minutes prior to the show.) For shows that are charging \$15, artists will receive \$6 per pass holder that chooses to attend their show. (\$5 will receive \$2, \$10 tickets will receive \$4, \$15 tickets will receive \$6, \$20 tickets will receive \$8.) While the amount is lower than full price, it is what mathematically works for us to offer these passes at a reasonable price. We also found that it is much easier for artists to convert a pass

holder into an audience member than other people. Pass holders have already paid, and you only have to convince them to attend your show over another show. It is a great way to get last minute audience members into your show, and increases your festival audience overall. (These are also some of the most dedicated audience members!) We will also limit pass holders this year to only 30 total pass holders, which will keep your passes payments as a special patron, instead of the norm.

Volunteer Passes:

Volunteers who work a certain number of hours are able to earn passes to shows. These passes are only allowed to be used for a show on a standby basis, thus protecting artists from losing money from paying patrons.

VIP Passes:

We identify VIPs as people who either help the festival in a significant way, or help artists in significant ways. This allows us to keep our participant fees lower, and to help out of town artists find housing.

Industry Passes:

While this is still a very small area at our festival, we try to attract organizations that are likely to be looking for shows to book in the future, booking agents, artists agencies, venue managers, those running other festivals, and other fringe directors. We hope by encouraging these folks to come to our festival, your show may get an amazing opportunity post fringe.

Press and Media Passes:

We really work hard on having as much press and media attending your shows as possible. We also hope to have organizations that are reviewing your shows, and those that are independently evaluating shows for our award ceremony that may be attending your show with these passes.

Artist Passes:

We think that building an artist community is important for a successful festival. Artist passes allow you to see other shows in the festival on a stand-by basis. This is a great way for artists to work together, to spread the word, to fill a house, and to learn by seeing what else is happening at the festival. These passes are only allowed to be used for a show on a standby basis, thus protecting artists from losing money from paying patrons.

6. FESTIVAL WEBSITE AND PRINTED MATERIALS.

Artists must apply *and* register with the festival to be included as part of the festival. Artists must also follow all marketing and other deadlines in order to receive those services. (ie to be on the website, one must send in the marketing material on time, etc.) Deadlines are listed on the website.

7. FESTIVAL NAME AND LOGO IN ALL ADVERTISING. The Festival name and logo must appear in all visual advertising (e.g., print and internet) promoting the Venue's participation or the Artist's Performances in the Festival. Only approved forms of the Festival name and logo may be used. Various versions of the Festival logo are available for download at the Festival website. If you need a different version, please let us know.

8. INDEMNIFICATION. Each party shall indemnify and hold the other party and their agents and employees harmless from all losses, damages, and expenses (including reasonable attorneys' fees, expenses, and court costs) arising out of the failure of the indemnifying party to perform any obligation required of the parties under this Agreement. The party seeking indemnification shall give prompt notice of any claim to the other party. The party seeking

indemnification shall have the right to participate at its own cost and expense with counsel of its own choosing in the defense of any claim by a third party under this Paragraph.

9. GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed according to the laws of and subject exclusively to the jurisdiction of the courts of Pennsylvania.

10. ASSIGNEES. This Agreement and all of the covenants, conditions, provisions, and restrictions herein contained shall inure to the benefit of and be binding upon the Parties hereto, as well as their heirs, executors, administrators, devisees, legatees, personal representatives, successors and assigns. Neither party may assign this Agreement to any person or entity without the express written approval of the other party.

11. ENTIRE CONTRACT. This Agreement evidences the entire agreement of the parties hereto with respect to the subject matter hereof. Any amendments, modifications or waivers of any terms of this Agreement (including but not limited to the location and dates of services to be rendered) shall not be effective except in writing executed by all of the parties hereto subsequent to the execution of this Agreement.

12. CANCELLATION.

A. In the event Artist makes statements, commits an act, is accused of making statements or committing an act or is otherwise involved in an incident that becomes a matter of public controversy such that Festival or Venue determines, in its sole discretion, that such controversy would cast negative publicity on Venue or the Festival, Venue or Festival may cancel this Agreement at any time.

B. This Contract may be canceled by the Artist by providing written notice to Venue. Cancellations by Artist shall be subject to the refund % dates as listed on the website. Applications are non-refundable, as are registration fees after specific dates.

13. FORCE MAJEURE. The foregoing subsections of this section of this Agreement notwithstanding, neither Venue nor Artist or Festival shall be liable for any delay or failure to meet its obligations under this agreement due to any cause outside its reasonable control, including, without limitation, acts of God, war, riot, civil commotion, strike, lockout, or industrial dispute by a third party, unavoidable power failure, fire, epidemic, pandemic or other public health crisis including local crisis, each an act of "Force Majeure". Upon the occurrence of an act of Force Majeure, the party directly affected shall notify the other party of the details of the situation and the relevant obligations of the party affected will be suspended during such time or until the party can perform them, except that if the purpose of this Agreement is frustrated by such act of Force Majeure, this Agreement shall be deemed null and void and Artist shall be entitled to a refund of its registration fee (which fee shall be refunded by Festival and shall not be an obligation of Venue). The party affected will employ its best efforts to carry out suspended obligations as soon as reasonably possible and shall not be liable for the delay or failure to perform its obligations

pursuant to this Agreement during such period, provided that the party so affected has done all things reasonably within their power to remove or minimize the delay.

THIS IS A BINDING AGREEMENT.

ARTIST:

Artist Name (if signing as a legal business entity state the name of the company):

By (print name): _____

Sign Here: _____

Title of Representative (if any): _____

Date: _____

Exhibit A

Registration Fees

Registration fees must be paid by an Artist following Artist's commitment to perform at the Festival.

Regular Deadline Prices

You can be part of the festival if you register by deadline:

- One production with multiple, ticketed (or pass the hat) performances: \$135 REGULAR DATE
- Art exhibits free for patrons: \$0
- One production with free, non-ticketed performances: \$50 REGULAR DATE
 - Free performances will require audiences to have a Fringe Button for entry. Can be ticketed or not. (Cannot be a pass the hat show.)
- One production with one ticketed (Or pass the hat) performance only: \$70 REGULAR DATE
- Exhibitions: \$0
- Educational workshops, etc.: \$15 REGULAR DATE
 - Can be ticketed for free workshop, or you can charge. If a free workshop, artists will require audiences to have a Fringe Button. (Cannot be a pass the hat.)
- You may register an educational event for \$0 if you have already registered and paid for another show
- Teen and College Fringe productions are 50% discounted. (from early or regular fees, based on when you register)

Don't worry, the fee is per production and NOT per performance or exhibition. One registration fee equals one show listing online.