



## POLICIES

### I. Company

1. The company contact person signing this application is the sole contact for the Festival and is legally bound to make all decisions on behalf of the company. The company contact person ensures that the Festival has up-to-date contact information until the end of September 2018 and that all information requested is received by the posted deadlines.

2. The artist payment cheques will be made out to the **Cheque Payable name** on the application and released only to the person authorized to pick up the cheque. The Applicant's company contact person is the only one who can change the cheque payable name or cheque pickup authorization. Artists receive \$11 from each regular ticket sold, \$10 or \$9 from each Frequent Fringer ticket sold.

*Note: Cheques cannot be made out to Company names unless there is a bank account in that name. There will be a fee charged for any cheques that need to be re-issued due to incorrect payable information provided to the Fringe.*

3. The company contact person will be held financially responsible for any damage to any property or equipment belonging to the Festival or its suppliers.

4. **The company is limited to ONE application to the Festival. The primary and secondary contacts of a company cannot be the contacts for a second company. Permanent residence status of the company's primary contact determines under which category the company may apply. Companies applying under the North American and International category will be required to show proof of permanent residence in the country or province from which they're applying. Companies submitting multiple applications are subject to disqualification of ALL of their applications. Participation in the Festival is non-transferable.**

### II. Production

1. The Fringe takes measures to ensure the time slots are allocated equitably between groups. The company must take their share of off-peak time slots for their performances (generally early afternoon and late night). **If the company is not available for all 11 days during the Festival, they cannot be guaranteed the full allotment of performances.** In addition, the Fringe Festival is not able to make accommodations for shows that share actors or other participants.

2. The company is solely responsible for obtaining all permissions from their respective association or union as well as all production rights. Failure to do so may result in the company's removal from the Fringe Festival.

3. International and US companies are responsible for the completion of all necessary paperwork to work in Canada, including Federal Non-Resident Withholding Tax Waivers. Contact the nearest Canadian Consulate for more information.
4. The Fringe shall not be liable for any loss, damages, or costs incurred by companies for any performance cancelled, terminated, suspended, or delayed for any reason whatsoever. Without limiting the generality of the forgoing, the Fringe shall not be liable for any loss, damages, or costs incurred by companies arising from labour disputes, acts of God, fire, floods, civil unrest, terrorism, or war.
5. While the Fringe is an uncensored artistic forum we do not condone any illegal activity. The Fringe accepts no responsibility for any actions of the company. Any company in violation of any applicable Federal, Provincial, or Municipal law, by-law, or any other rule or regulation is subject to immediate removal from the Fringe.
6. The Fringe strives to be a safe space for all staff, volunteers, artists, and patrons, and as such the Vancouver Fringe has a no-tolerance policy for illegal activity, including harassment or assault of any kind. Any show with team members that engage in harassment is subject to immediate removal from the Fringe.
7. The company is required to be able to be present at the venue 30 minutes prior to the start of each performance, to show up on time for performances, execute the performance within the allotted time, and then strike the stage within 15 minutes. **Each set-up and strike must be executed in 15 minutes.**
8. The company contact person will inform the Festival's Production Manager of any changes in running time of the production by **May 23, 2018**. Any additional costs resulting from differing running time will be covered by the company. The Festival reserves the right to stop, without warning, any performance that is running overtime and is in disruption of the schedule of the Festival.

### **III. Application Fees**

1. Accepted Mainstage companies that withdraw before **April 4, 2018** by 4:00pm PST will be refunded (less the \$50.00 administration fee). After that date and time no refunds will be issued.
2. Any outstanding balances owed to the Fringe by the company will automatically be deducted from the Company pay-outs.
3. All NSF (non-sufficient funds) cheques will be subject to an automatic \$25 fee without exception.

### **IV. Box Office**

1. All companies must adhere to all box office rules and Festival regulations. This includes Memberships, ticketing prices, advance sales, show cancellations, latecomer policies, pay-out schedules, TIFS (theatre improvement fees levied by some individual theatres), Foreign Artist Tax, and GST remittances. The Fringe does not collect nor remit GST/PST on behalf of the companies. Where any of the companies are registered for or otherwise required to remit GST/PST, the Festival ticket price is deemed to be inclusive of any GST/PST for which that individual company must account.

## **V. Photo/Video Release**

1. The applicant acknowledges that, from time to time, the Vancouver Fringe or their authorized representatives may wish to take photographs, video, audio, or other recordings which may capture the applicant's name, image, and likeness ("images"), either individually or as part of a group. The applicant further acknowledges that the Vancouver Fringe may wish to use such images, both internally and externally, for administrative purposes and/or for purposes associated with, but not limited to, the marketing, promotion, and hosting of the Vancouver Fringe Festival. The applicant hereby unconditionally and irrevocably consents, authorizes, and grants the Vancouver Fringe the right to use, reproduce, display, distribute, and make derivative use of the applicant's voice, image, and likeness (in any and all media) recorded while engaging in the Vancouver Fringe Festival, and acknowledges that no royalties, fees, or other compensation whatsoever will be provided to the applicant in connection thereto. The applicant further hereby releases the Vancouver Fringe from any and all claims which the applicant may now or in the future have relating to ownership, use, reproduction, display, distribution, or other exploitation of the materials produced by, or at the direction of, the Vancouver Fringe which contain my name, voice, image, or likeness.