

# FESTIVAL

## SINGLE ALLOTMENT AND ELIGIBILITY

®FRINGE and FRINGE FESTIVAL are registered trademarks of The Canadian Association of Fringe Festivals. To be eligible for participation, applications must be received by The Toronto Fringe Festival with appropriate fees on the corresponding application deadline dates. Any individual or company is eligible to apply to The Digital Toronto Fringe Festival but only one application can be submitted per individual/company.

Every application must have a company name and this name cannot be changed once the application has been received. The Main Admin Contact cannot be the Main Admin contact for a second company applying to The Festival, or already in the festival via a 2020 first-right-of-refusal slot. If the Main Admin Contact (considered to be the show's primary producer by the Festival) for a company is unable to continue with the production, The Festival reserves the right to remove the production from The Festival and apply the appropriate withdrawal policy. Companies accepted into The Toronto Fringe Festival cannot sell or transfer their spot in The Festival to another company. If a company/individual is found to be in violation of any of The Festival's application or participation policies, the applicant may be removed from the application process or from participant status and may forfeit all or part of the participation fee.

## SCHEDULE

The Toronto Fringe Festival takes place July 21-31, 2021. The Fringe On-Demand series will premiere on July 21, 2021 and be hosted on fringetoronto.com up to 4 weeks following the close of the festival. The end date of the digital presentation will be determined at the Festival's discretion.

## FEES

You are not required to pay any fee to be included in the 2021 Digital Toronto Fringe Lottery, but you are welcome to make a Pay What You Can (PWYC) donation, if possible. PWYC donations are non-refundable.

If you are drawn in a Digital Lottery Category, you are required to pay a participant fee of \$200 CAD in order to accept the slot and be a part of the 2021 Digital Toronto Fringe Festival. The Participant fee is due by April 16, 2021.

## WITHDRAWAL POLICY

Companies that are accepted into the 2021 Digital Toronto Fringe Festival from the Digital Lottery may withdraw from the event and receive a 50% refund of the participant fee up to and including May 14, 2021. If a company withdraws from the festival on or after May 15, 2021, they forfeit 100% of their fees. The Festival will then contact the next company on the waiting list of the specific category. Those companies on the waiting list may withdraw from the list at any time.

## BOX OFFICE REVENUE

The Toronto Fringe operates and manages all ticketing and box office requirements, and you agree to abide by the ticketing and box office policies of the Toronto Fringe. The On-Demand presentation pages will be hosted behind a paywall on fringetoronto.com. A Membership Pass will give patrons access to all of the Fringe On-Demand pages. Each participating Fringe On-Demand company will receive an equal share of 50% of the total revenue collected by the Fringe Festival for the sale of Membership Passes. On each digital presentation page, patrons will be asked to buy a Pay What You Can (PWYC) digital ticket for the content they engage with. There is no minimum digital ticket price, but it will be set to a recommended price of \$13. Each participating Fringe On-Demand company will receive 100% of this

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ticket revenue earned on your digital presentation page. You are responsible for remitting any HST or applicable taxes on the total revenue you earn from the Digital Toronto Fringe Festival. The Toronto Fringe collects all moneys on your behalf, and distributes reconciled revenue payments up to 4 weeks following the festival close and end of digital presentation.

## COMPANY CONDUCT

Your company agrees to adhere to the laws of Ontario, the policies, procedures and safety guidelines as set forth by The Toronto Fringe Festival as well as act in the best interest of The Festival at all times. The Festival reserves the right to remove any company or cancel any/all performances of a company that does not abide by the policies of The Festival, and/or for behaviour that The Festival deems intolerable and in violation of its code of conduct towards staff or volunteers, other companies or artists, and/or patrons, with no requirement to return any fees paid, and The Festival will not be liable for any loss of revenue or expenses incurred.

By acknowledging that you have read this and agree to the terms within, you agree that you have read the policies of The Festival which are found at this website: <https://fringetoronto.com/about/policies>

## RESPONSIBILITIES OF PRODUCING COMPANY

As the Main Admin Contact, you are responsible for ensuring the following:

- Acquiring all applicable permits (permissions, visas, tax, waivers) and for the payment of all applicable taxes and fees (GST, federal tax, play rights, Equity, ACTRA, SOCAN, etc.) for the company.
- All fees and expenses related to your production, including but not limited to cast, crew, production, rehearsal, promotion and marketing, liability, licences.
- Ensuring that any working conditions that your production will result in are in adherence with provincial and municipal bylaws and safety guidelines to prevent the spread and reduce the risk of COVID-19 infection in any members of cast or company. For company members who are a part of a professional association or union (i.e. CAEA or ACTRA), additional safety measures may be required to be met. It is your responsibility to ensure you are aware of these and remain informed.
- Providing an electronic copy of the transcript, or detailed synopsis of the show if a script does not exist, for patrons with disabilities who request communications support, as required under Ontario Legislation. In cases where an alternate format or communications support is requested but is not practicable or presents an undue burden (financial or otherwise), the participating company/artists are required to provide a written statement to the Festival, and work in good faith with the Festival and patron(s) making the request to find a viable alternative. Failure to comply may result in a penalty fee of \$25, which will be deducted from the final box office revenue payout following the festival.
- Adhering to the accessibility standards of the Festival where applicable in any/all digital content submitted to the Festival for presentation commencing July 21, 2021. At minimum this includes providing closed captions, transcripts, and/or formatting text-based content to be compatible with screen-reader technology.

## RESPONSIBILITIES OF THE TORONTO FRINGE FESTIVAL

The Toronto Fringe provides:

- An exclusive digital presentation page on [fringetoronto.com](http://fringetoronto.com), developed by Fringe to offer a festival streaming platform, premiering on July 21, 2021. The Fringe On-Demand series will be hosted on [fringetoronto.com](http://fringetoronto.com) up

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to 4 weeks following the close of the festival. The end date of the digital presentation will be determined at the Festival's discretion.

- All front line operations and patron engagement including Front of House staff, Box Office staff, Volunteer staff, ticketing system, festival-wide marketing and promotion
- A preview listing on the Toronto Fringe website
- Collection and management of all box office revenue, which is reconciled and distributed within 4 weeks following the festival close and end of digital presentation.

## GENERAL CONDITIONS

If the Toronto Fringe Festival or participant performances are delayed, interrupted or prevented by reason of an act of nature, fire, flood, war, public disaster, strikes, labour difficulties, government enactment, regulation or order, certified illness, or any other case beyond The Festival's control, The Festival will not be liable for any loss of revenue or expenses incurred.

Please note that any photography taken by the Festival, including image stills from video content, during and in the lead up to the Festival may be used for publicity purposes through our website, social media, and documents now and in perpetuity.