



**2024 Hamilton Fringe Festival
FringeXchange
- Disability Justice Artist -
Agreement**

Policies and General Information

The 2024 Hamilton Fringe Festival will run from July 17-28, 2024. The Hamilton Fringe is a mid-sized festival with a hugely supportive audience averaging in recent years around 17,000 attendees. In 2023, we paid out \$75,000 in box office returns to 44 local, national, and international companies.

Please read the following document closely, complete the electronic signature, and print a copy for your records.

Please note that all dollar amounts are indicated in Canadian currency (CAD).

About the FringeXchange Program

Produced in partnership with the Disability Justice Network of Ontario (DJNO), the Disability Justice Lottery category is designed to serve an artist who identifies as Deaf, hard of hearing, sick, living with a mental illness/mental disorder/mad, and/or living with a disability.

Hamilton Fringe Festival endeavours to address the financial, attitudinal, informational, and environmental barriers in the application, selection, planning, practice, and performance processes.

The Disability Justice Artist category includes:

- FREE 60-minute performance slot at the 2023 Hamilton Fringe Festival (\$30 Application Fee and \$675 Participation Fee waived)
- A \$1,000 cash bursary to assist with production costs (amount may be greater depending on program funding)
- Tailored professional and/or artistic mentorship

- Regular meetings with the Executive Director
- Production and administrative guidance from Hamilton Fringe Festival core staff
- A personalized accessibility plan including venue and production accommodations
- Access to a Mental Health & Wellness Coach throughout the term

Participation

All applications to the Hamilton Fringe Festival are chosen by lottery, with the exception of the Bring Your Own Venue (BYOV) category which is chosen on a first-come-first-served basis.

Applications to the lottery must be received by: **January 10, 2024**

The lottery will take place on: **January 12, 2024**

The \$30 Application Fee is waived. The Hamilton Fringe Festival will notify you via email within 24 hours if you have been drawn in the lottery. The Participation Fee is waived.

This agreement applies to the following lottery category:

- FringeXchange - Disability Justice Artist

Once this category is filled through the lottery draw, up to 10 applicants from each category will be placed on a waiting list. Should any company withdraw from the festival, the next eligible company on the waiting list will be contacted to fill the space.

Applications are accepted until January 10, 2024 at 11:59pm EST through online submission. The application form must be completed in full.

If you are accepted into the Festival:

- You keep 100% of your net box office returns.
- In addition to support specific to the FringeXchange Program listed above, the Fringe provides: house management, ticketing, and box office volunteers.
- The Fringe provides: your venue, staffed by a Venue Technician.
- You will be included in all Fringe publicity: our program, on our website, and overall event publicity. The Publicity Form will be sent to you in the

spring of 2024.

FringeXchange Disability Justice Artist Lottery Eligibility

To be eligible for inclusion in the 2024 Hamilton Fringe Festival lottery for the FringeXchange - Disability Justice Artist category, the following criteria must be met:

- **Primary Contact must identify as Deaf, hard of hearing, sick, living with a mental illness/mental disorder/mad, and/or living with a disability.**
- **Primary Contact must reside in the City of Hamilton at time of application**

Definitions

Hamilton Fringe’s description of “disability” is broad and works off of the “social model of disability,” it recognizes that being disabled is an evolving experience, and the experience of disability depends on contextual factors such as financial, attitudinal, informational, and environmental barriers. A “disability” could be present at birth, caused by an accident, developed over time, or episodic. Hamilton Fringe works off the Ontario Human Rights Code’s description of disability. Section 10 of the Code defines “disability” as:

- any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting the generality of the foregoing, includes diabetes mellitus, epilepsy, a brain injury, any degree of paralysis, amputation, lack of physical co-ordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or other animal or on a wheelchair or other remedial appliance or device,
- a condition of mental impairment or a developmental disability,
- a learning disability, or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language,
- a mental disorder, or
- an injury or disability for which benefits were claimed or received under the insurance plan established under the Workplace Safety and Insurance Act, 1997.”

For the purposes of this agreement, the “City of Hamilton” includes the communities of Hamilton, Ancaster, Dundas, Glanbrook, Flamborough, and

Stoney Creek. See here for current municipal boundaries:
<https://map.hamilton.ca/>

Applications that do not meet the above criteria will be removed from consideration. Please contact Festival Director Christopher Stanton at christopher@hftco.ca BEFORE submitting your application if you have any questions regarding your company's eligibility.

OPTIONAL - Entering Other Lotteries With Your Production (fees apply)

Only ONE company will be drawn by lottery in the FringeXchange - Disability Justice Artist category.

In order to increase your chances of taking part in the 2024 Hamilton Fringe Festival, applicants in the FringeXchange - Disability Justice Artist category may OPTIONALLY choose to also apply in the **Hamilton 60-Minute category**.

25% of lottery slots in each 2024 performance category shall be reserved for BIPGM-led companies (Indigenous artists, Black artists, and other artists of the Global Majority).

The Hamilton 60-Minute lottery will take place in stages:

1. Once all BIPGM Reserved slots are filled through the lottery draw—or no more eligible companies remain to be drawn (whichever comes first)—undrawn companies will be automatically entered into the Hamilton 60-Minute lottery.
2. Once the category in Stage 1 above is filled through the lottery draw, undrawn companies will be automatically entered into the Ontario 60-Minute lottery.
3. Once the category in Stage 2 above is filled through the lottery draw, up to 10 applicants from each category will be placed on a waiting list. Should any company withdraw from the festival, the next eligible company on the waiting list will be contacted to fill the space.

If you choose to **ALSO** enter the Hamilton 60-Minute category, a \$30 Application Fee will be charged and processed upon receipt. (If you are successfully selected in the FringeXchange lottery, this fee will be refunded and your application will be removed from any/all additional lottery categories.) If the \$30 Application Fee is a barrier to your entry in the Hamilton 60-Minute lottery

category, please contact christopher@hftco.ca to make alternate arrangements.

The Hamilton Fringe Festival will notify you via email within 24 hours if you have been drawn in the lottery in the Hamilton-60 Minute or Ontario 60-Minute category and the full \$675 Participation Fee will be due immediately. Please be prepared to have your funds available IN FULL as of January 12, 2024.

Responsibilities & Limitations for Primary & Secondary Contacts

Your application is not considered complete until you have **signed and submitted** the electronic agreement for your category (this document) by 11:59PM ET, January 10th, 2024. Online applicants who do not submit a signed agreement will NOT be included in the lottery event on January 12th, 2024.

- We will accept only ONE application per person/company name. Companies are not permitted to change their name after submitting their application.
- Primary and Secondary Contacts may be involved in only ONE production. If a Primary or Secondary Contact is listed in either role for multiple companies, all affected lottery applications may be considered forfeit and removed.
- **The Primary Contact CANNOT also be the Secondary Contact—your application must indicate two different people in these roles.**
- Fringe correspondence will only be sent to the Primary Contact. It is the Primary Contact's responsibility to pass information along to their team.
- Primary Contact must have authority to sign on behalf of the company.
- Only the Primary Contact is authorized to submit or make changes to company information.

As Primary Contact, it is your responsibility to:

- Share information with the rest of your company.
- Stay up to date on all Fringe Festival information.
- Ensure timely submission of all requested materials.
- Acquire all applicable permits and the payment of all applicable taxes and fees relating to your production at the Hamilton Fringe Festival.

It is the Primary Contact's responsibility to ensure emails from Hamilton Fringe Festival are not caught in your email provider's spam filters.

The Secondary Contact is required in case the Primary Contact cannot be reached or is not responding to time-sensitive information. The Secondary Contact must be prepared to take on reaching out to the Primary Contact and

ensuring communications with the Hamilton Fringe Festival are being received and responded to. Please ensure your Secondary Contact has regular access to email and will be available for the duration of your time with the Festival.

Companies accepted into the Hamilton Fringe Festival cannot sell or transfer their spot to another company. If a company is found to have done this, both companies will be removed from the festival and the full application fee will be forfeit. Companies are not permitted to change their company name after submitting to the Festival.

Participating companies agree to return ALL FORMS AND QUESTIONNAIRES ON TIME (ex: Publicity Questionnaire Form; Technical Questionnaire, Media Consent Form, etc.) or risk being inaccurately represented in Festival promotional materials, Box Office listings, or being in a venue that is not suited to the needs of the production.

***Force Majeur:** If performances are delayed or interrupted by an act of God, fire, flood, war, public disaster, strikes or labour difficulties, governmental enactment, regulation or order, or any other cause beyond the control of the Hamilton Fringe Festival, the Festival shall not be liable for any lost revenues or performance times.*

Production Rights & Permission for Use of Materials Protected by Copyright

The Hamilton Fringe will not knowingly allow the production of a show without the permission of its creator(s). You are obliged to obtain written permission from the playwright/author/creator and pay any fees required for the production rights. Additionally, you are required to obtain written permission from the necessary sources for the use of any material protected by copyright that is used in the production or promotion of your show (ex: photographs, music, etc.)

As well, you are expected to obtain the necessary releases or pay appropriate fees to any professional associations to which you and/or your company members belong.

Failure to do so could result in disqualification without refund or written notice. Cancellation of your show due to lack of permission(s) or rights to your show or any materials used in the production or promotion of your show will result in forfeiture of your entire application fee.

Schedule and Show Length

Performances in this category may run to a **STRICT MAXIMUM of 60 minutes**. Performances running longer than this will be immediately stopped by the Venue Technician, and patrons will be asked to leave the venue.

There is no minimum show length.

You will be required to indicate your show's run time in your Technical Questionnaire (to be provided at a later date). Once submitted, you may not adjust your run time.

Your show should be production-ready with simple technical and production requirements. The Hamilton Fringe Festival will schedule your company for seven (7) performances. The schedule as set by the festival is non-negotiable, and your company is required to abide by said schedule.

While other performers and crew may choose to be involved in more than one production, they will be responsible for ensuring that no scheduling conflicts prevent or interfere with any of your performances.

The Fringe will not adjust any scheduling to accommodate company members involved in the performance of more than one production in the festival.

You should plan to commit to the full run of the Fringe from July 17-28, 2024. You will have a 3-hour tech rehearsal scheduled sometime between July 13-17, 2024.

All companies will have a variety of performance start times between 4:30pm and 11pm weekdays and between 12 noon and 12 midnight on weekends.

Our opening night event (Opening Night Kick-Off) will be held July 17, 2024. The Kick-Off is your chance to promote your production with a (very short!) live pitch. We encourage all companies to participate. You will receive more details at a later date.

Venues

Each of our venues is unique in staging and seating capacity, with a guaranteed minimum capacity of 50 seats. Participants are encouraged not to budget for more than this capacity in determining their production expenses. If public

health regulations in place at the time of the festival dictate that we reduce audience capacity in our indoor venues, your participation fee will be refunded on a pro-rata basis for each seat fewer than 50. You will be provided with site specifications and other details of your venue at a later date.

The festival reserves the right to move performing companies into a different venue without prior notice if deemed necessary.

Each venue will have basic lighting and sound. There will be an experienced technician for each venue and you will have a 3-hour technical rehearsal time. Depending on the venue, a member of your company (ex. your Stage Manager) may be required to operate sound cues.

Companies must provide all crew necessary to load in and load out their production.

Performance Set-Up & Strike

Each company is allowed 15 minutes for set up and 10 minutes for strike. Additional time may be allocated between shows to allow for expanded cleaning protocols if necessary. The audience is seated 5 to 15 minutes prior to show time, at the discretion of the house technician.

Venue seating is fixed and cannot be adjusted.

Companies must provide all crew necessary to set up before each performance and to strike after each performance within the allotted time.

Tickets and Revenue

Participating companies/artists receive 100% of their net box office receipts. Hamilton Fringe Festival will provide house management, ticketing, and box office services.

Artists performing in the Hamilton Fringe Festival are independent contractors. You are entitled to receive 100% of the ticket price set by the Hamilton Fringe Festival and are responsible for remitting any HST or applicable taxes on that revenue.

The ticket price is set at \$14. Companies may opt to offer \$5 tickets for children 12 and under.

We have a variety of multi-show passes for sale. There are a limited number of these passes and they encourage patrons to see more shows. You will receive the following amounts for each use of a multi-show pass for admittance to your show:

- \$12 for each ticket used from a 3-show Fringe Sampler Pass
- \$11 for each ticket used from a 6-show Fringe Binge Pass
- \$10 for each ticket used from a 10-show Fringe Frenzy Pass

You will receive \$5 for each ticket used from a 6-show Artist Pass. These passes will only be made available to Hamilton Fringe Festival participants.

Please note that single ticket prices as well as multishow pass types and prices may be subject to change. Artists will be notified of any such changes via email to the Primary Contact.

Details of the box-office payout process will be sent by email to the Primary Contact no less than two weeks prior to the festival.

PLEASE NOTE: The Hamilton Fringe Festival requires all patrons to purchase a Hamilton Fringe Festival Backer Button (one-time \$5 cost) in order to see shows. This policy applies to everyone, even your special guests and comp list attendees. Each artist participating in the festival is given a Backer Button free-of-charge.

Accommodations

It is your responsibility to arrange accommodations while participating in the Hamilton Fringe Festival. If requested by the company, best efforts will be made to connect non-local companies with billeted local accommodations. Priority will be given to artists having traveled the farthest distance to attend the festival. Billets may require artists to provide proof of COVID-19 vaccination.

Acceptance & Confirmation

Applicants will receive confirmation by email or phone regarding their status within 24 hours of the lottery draw. All cheques/money orders/credit card payments for successful applicants will be processed immediately.

Participation Fee Refund Policy

The Primary Contact is the only individual who may withdraw from the Fringe. Any intent to withdraw must be made in writing by mail or email and is effective from the date the Fringe receives the written notice. Via email, please send to Christopher Stanton at christopher@hftco.ca.

Between **JANUARY 12, 2024** and **MARCH 8, 2024** (inclusive), participants who withdraw shall forfeit 50% of their paid Participation Fee.

On **MARCH 9, 2024** or anytime thereafter, participants who withdraw shall forfeit their entire Participation Fee (100%).

What happens if you need to cancel a performance?

As mentioned above, Hamilton Fringe will schedule your company for seven (7) performances. The schedule as set by the festival is non-negotiable, and your company is required to abide by said schedule.

There are certain circumstances, however, in which you may need to cancel a performance. If you must cancel one of your scheduled performances, you must notify Christopher Stanton at christopher@hftco.ca in writing at the earliest possible time.

Hamilton Fringe cannot refund companies for performances cancelled by the company for any reason.

Any and all tickets purchased for the cancelled performance will be refunded.

Hamilton Fringe may charge a cancellation administration fee of \$50.

Please note that once a given performance has been cancelled, it cannot be “uncancelled.” Cancelled performances will not be rescheduled.

COVID-19 Protocols & Pandemic-related Cancellation Refunds

The Hamilton Fringe Festival prioritizes the health, safety, and accessibility of our artists, audiences, staff, volunteers, and community partners. As such, our plans for the 2024 Hamilton Fringe Festival have taken all public health guidelines and government guidance into consideration. Our current preparations for the festival period reflect the best information we have going into the summer 2024

period, and are based on ongoing consultation with the Canadian Association of Fringe Festivals (CAFF).

Hamilton Fringe Festival live performances in all categories will adhere to all public health guidelines in place at the time of performance. Adjustments may include extra time between performances to reduce traffic flow and allow for extra cleaning, indoor venues designed to accommodate social distancing, expanded opportunities for outdoor and/or online shows, and more.

Please note that if the Hamilton Fringe Festival is forced to cancel a full performance run (7 shows) due to public health guidance or regulations in place at the time, affected companies will receive a full refund of their participation fee.

During the festival, all members of participating companies will be strongly encouraged to wear a mask at all times at all indoor Fringe venues. Masks are NOT required while performing or rehearsing on stage.

In the event that someone in the company has a confirmed case of COVID-19 after attending or performing at a Hamilton Fringe Festival event they are advised to contact Executive Director Christopher Stanton immediately.

Artists may choose to cancel or replace cast members in order to continue the run of their show. Artists are responsible for communicating these details to the Executive Director and their Venue Captains. Please note that Hamilton Fringe cannot refund companies for performances cancelled by the company for any reason.

All participating companies must fully adhere to all public health regulations and guidelines in place at the time of performance. If any company or venue is found to be operating in contravention of said regulations or guidelines, The Hamilton Fringe Festival reserves the right to immediately cancel all affected performances. The offending company shall forfeit all fees and any outstanding box office proceeds.

Finally

Submission of your online application and application fee means that you have read and have agreed to all of the above. Your company agrees to adhere to the laws of Ontario, and the policies, procedures and safety guidelines as set forth by the Hamilton Fringe Festival. 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 Hamilton Fringe Festival, including the CAFF Member Code of

Conduct and the HFTco Safer Spaces Policy. These policies are available online at HFTco.ca.

Please contact us if you have any questions or need clarification of these details BEFORE paying the non-refundable fee and submitting your application. We recommend that you print a copy of this page for your own records.

IF you are choosing to enter this application in other lotteries (see above), your online application must be accompanied by your non-refundable application fee (\$30.00). Applications received without the application fee will NOT be included in the Hamilton Fringe Festival lottery.

Application fee is waived for those only entering the FringeXchange lottery.

The Hamilton Fringe Festival reserves the right to remove any company from participation in the Fringe should the company members or an individual member engage in illegal activity (including hate speech), harassment, unethical behaviour, or otherwise place the festival itself at risk.

SIGNATURE

I HEREBY ACKNOWLEDGE AND AGREE THAT I HAVE CAREFULLY READ THIS AGREEMENT, I FULLY UNDERSTAND IT, AND I AM FREELY AND VOLUNTARILY EXECUTING IT BY AFFIXING MY SIGNATURE BELOW. (Your signature is collected electronically via Jotform. See Eventotron application form for link.)

Applicant's Signature:	Date:
Name (printed):	

For Hamilton Fringe Festival:	Date:
Name (printed):	