

IMPORTANT! You may only register as a participant for the 2019 Pittsburgh Fringe Festival if you agree to the terms and conditions set forth below. **PLEASE READ THE TERMS OF THIS SERVICE AGREEMENT CAREFULLY.**

Definitions: The Pittsburgh Fringe LLC is hereinafter the "Festival." Performers, participants, registrants, applicants, or anyone entering into this agreement with the Festival, hereinafter shall be referred to as the "Participant."

The Festival and Participant agree:

A. Taxes: Participant(s) agree that they have sole responsibility for (and will indemnify and hold harmless the Festival against) all taxes or other governmental charges associated with the performance or the sale of tickets through the box office company or the Festival.

B. Indemnification of copyright: Participant(s) represent and warrant that they are knowledgeable about the copyright laws of the United States as applicable to the Performance, and that Participant(s) shall not perform any copyrighted materials of others during Performance without full compliance with such applicable copyright laws. In the event that Participant(s) breach this representation, warranty and covenant, Participant(s) hereby agree to INDEMNIFY AND HOLD HARMLESS Festival and its employees, guests and Agents, as well as, Venues from and against all liability, loss, damages, claims, and expenses (including attorney's fees) arising out of such breach.

C. Warranty/Risk: In addition, Participant expressly agrees that (except as may be prohibited by law), participation in Pittsburgh Fringe is at Participant's sole risk, the festival and its services are provided on an "as is" and "as available" basis. Festival makes no representation that the festival and its services so offered by the Pittsburgh Fringe, LLC would meet Participant's requirements, or would be uninterrupted, timely or error free, or that the quality of the performances/festival would be as expected by Participant. Festival expressly disclaims all warranties of any kind, whether expressed or implied.

D. Venue: You are solely responsible for securing a venue participating in the Festival (the "Venue") for all of your Performances. The terms and conditions of your use of the Venue are to be governed by an agreement between you and the Venue, to which the Fringe is not a party. You are to address all issues and disputes related to the Venue to the appropriate representative of the Venue. You are solely responsible to ensure that the Venue and your Project have all necessary licenses and preparations, and comply with all federal, state, and municipal laws, rules, and regulations.

E. Insurance: You will determine with your venue if your show require commercial general liability insurance with a minimum limit of one million dollars (\$1,000,000) per occurrence (the "Insurance Policy"). The Insurance must insure against liability for bodily injury, death and

property damage and loss. If it is determined that you require your own insurance, you will be required to obtain it at your own expense.

F. Visas: You are solely responsible for obtaining any visas that may be necessary for you or cast and crew of your Performance to visit or work in the United States. Upon your request, The Festival can furnish invitation letters for the Festival at our sole discretion. The Festival will not sponsor any visas.

G. Merchandising: Participant(s)/companies shall not sell any goods, products, merchandise or services (other than the services provided herein) at the performances except by express written permission of Festival.

H. Promotion: Festival shall be entitled to advertise and promote the appearance of Participant(s) and the Performance. Participant(s) acknowledge that Festival will rely on the terms hereof in all such promotions and advertising and in the brochures to be printed setting forth the names, dates and times of all performances to be held. Participant(s) hereby acknowledge and agree that Festival may use their names, photographs, video, digital recordings, likeness, and any other promotional materials in all of such promotions, advertising or other activities used to increase awareness of the festival. In addition, Participant(s) shall be expected to promote their own performances in the festival and use the official logo of the festival in all their marketing material. You will distribute and post Marketing Materials in a legal manner. Festival may not promote any images or text beyond a PG rating. Festival is hereby granted the right to include Participant's name, likeness, voice and biographical information in promotional literature and advertisements for the Performance or for the festival or future festival, including television commercials and other media, and in any brochure for the festival series. Festival is further granted the right to use up to thirty (:30) seconds of any one recording or excerpts from Participant's pre-recorded work (CD, DVD, or other media) in promotions and advertisements for the Performance or for the Series, which may appear in television commercials, not-for-sale promotional CDs and/or on the Festival website under future circumstances.

I. Reviews: The Fringe will enable third parties ("Reviewers") to post reviews on the Website about your Project ("Reviews"). The Fringe will not remove or edit any Reviews for any reason ("Posting Policy"). You may choose to hide all Reviews posted about your Project. Despite the foregoing, you may not hide individual Reviews. The Fringe in its sole discretion may change the Posting Policy without notice.

J. Festival will be setting prices for individual tickets and Fringe passes. The Presenter hereby agrees to all prices and discounts that the Festival promotes. Furthermore the Presenter will set aside comps for VIP, press and donors, as well as, volunteer and artist rush tickets.

K. Payment: Festival shall pay the Participant(s) not later than 60 days after the Fringe Festival closes its books. Payment shall be made after all refunds/taxes/fees/comps have been accounted for, and any forms required for payment have been collected; the Festival will pay amount earned either under the Regular Price Band or Lower Price Band, whichever agreement applies in each particular case. Presenter will pay a 5% annual interest rate on any fees unpaid within those 60 days, unless the Participant does not provide the Festival with information or paperwork requested for payment.

L. Cancellation:

1. In the event of a venue cancellation by a Venue, the Participant shall endeavour to find an alternate venue, and keep the Festival informed about your progress. Failing this, you will promptly (1) notify the Festival of cancellation; and (2) provide a refund to patrons for all tickets sold for your Project. After you notify the Festival of cancellation, it will refund any tickets sold for your Project. The Participant will be refunded the registration fee prior to February 1, 2019, and 50% until March 1, 2019, and 25% until March 15th, 2019, and 0% after March 16, 2019.
2. In the event of a cancellation by the Festival, The Participant will be paid a penalty by the Festival of \$20.00 per cancelled performance in addition to a refund of the % of the Registration Fee associated with that performance. (Example: If there are 3 performances, and only 1 was cancelled, they would receive the \$20 penalty cancellation fee, plus $\frac{1}{3}$ of the Registration Fee.) If the Festival cancels your project ("Terminates") the Performance because the Performance or Participants are not heeding warnings by the festival, are putting the Festival in legal or reputational harm, are in breach of this contract, are not keeping performers, audiences, or others safe, are suspected of infringing another's intellectual property right ("Infringement"), or other unlisted infraction, the Festival is not obligated to pay a penalty or to refund any of your Fee. The Festival may stop sales, remove Marketing Materials, Listings, and Web Listings from display and distribution. If a Termination occurs, the Festival is excused from the performance of the terms of this Agreement.
3. In the event of a cancellation by the Participant, you will promptly (1) notify the Festival and the Venue; and (2) provide a refund to patrons for all tickets sold for your Project, and instruct the Venue to refund any tickets sold by them. After you notify the Festival of cancellation, it will refund any tickets sold for your Project. The Festival will refund the Registration Fee if you notify the Festival of cancellation by January 20, 2019. The application fee is non-refundable.

M. Representation and Warranties: You make the following representations and warranties:

1. You are at least 18 years old.
2. If you are registering for the Festival on behalf of an entity or other person, you are authorized to enter into to this Agreement on behalf of that entity or person.
3. All information you provided to the Festival to register for the Festival is accurate and complete.
4. You are the legal owner or authorized licensee of all intellectual property used for or in your Project, and your Project is not causing an Infringement. If you are not the legal owner of any intellectual property used for or in your Project, you represent and warrant that you have the express written consent from the legal owner to use, reproduce, disseminate, and transmit the property for your Project, and can provide the Festival proof of such consent upon its request.

N. In consideration of being permitted to participate in the festival, the undersigned Participant, on behalf of the Participant, the Participant's heirs executors, administrators and assigns, hereby:

1. Acknowledges that the undersigned's participation in the festival may include activities that may be hazardous to the undersigned and assumes the risk of injury or harm associated with such participation.
2. Releases and forever discharges the Presenter and its employees, officers, directors, shareholders, affiliates, agents, sponsors, representatives, successors and assigns (collectively the "Releases") of and from all liability, claims, demands, damages, costs, expenses, actions and causes of action (collectively the "Claims") in respect of death, injury, loss or damage to the Participant, the Participant's cast, company, performers, or property howsoever caused, arising or to arise by reason of or during participation in the festival, whether prior to, during or subsequent to Participant's attendance and notwithstanding that any Claim may have been contributed to or occasioned by the negligence of any of the Releases.
3. Indemnifies and saves harmless the Releasees from and against any and all liability incurred by any or all of them arising as a result of or in any way connected to Participant and Participant company's participation in the festival.

O. Understands and acknowledges that the Festival does not carry or maintain health, medical or disability insurance coverage for the undersigned and the undersigned therefore agrees to assume responsibility for such insurance coverage.

P. Agrees to indemnify, defend and hold harmless the Festival and all of its officers, directors, agents, representatives, employees, and volunteers ("Releasees") against all liability, demands, claims, costs, losses, damages, recoveries, settlements, and expenses (including interest, penalties, attorney's fees, and expert witness fees), known or unknown, contingent or otherwise, directly or indirectly arising from or related to your registration for or participation in the Festival,

including, but not limited to: (a) any misrepresentations, or breach of any warranties or covenants, made by you in this Agreement; (b) claims resulting from use of the Website, including, but not limited to, defamation, false light and trade libel; (c) the Fringe's use of any information, intellectual property or materials regarding your Project; and (d) any claims of the infringement of intellectual property, including, but not limited to, copyright and trademark.

Q. Force Majeure: The Festival is not obligated to perform the terms of this Agreement if it is unable to do so due to events beyond its control, which include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or material, interruption of utilities, acts of government, and weather conditions ("Force Majeure Incident"). The Festival is not liable for any damages or loss caused by a Force Majeure Incident.

R Waivers: No waiver of any covenant, condition, or limitation herein contained will be valid unless the same is made in writing and duly executed by the Festival. No waiver of any provision of this Agreement will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver.

S. Attorney's Fees: The substantially prevailing party in any dispute between the parties hereto arising out of the interpretation, application or enforcement of any provision hereof will be entitled to recover all of its reasonable attorneys' fees and costs from the other party, whether suit be filed or not, including without limitation costs and reasonable attorneys' fees related to or arising out of any trial or appellate proceedings.

T. Agrees that in the event that any provision of this Release and Indemnity is held to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such provision will not affect the remaining provisions of this Release and Indemnity which shall continue to be enforceable.

U. Notice: The Participant understands that the Festival may update the agreement and will provide an email notice of the changes. Unless otherwise specified in this Agreement, all forms of notice will be by e-mail to the following addresses:

1. If to the Fringe: support@pittsburghfringe.org
2. If to you: the e-mail address you provided when registering for the Festival.

Notices are considered delivered upon dispatch unless there is reason to believe the message was not delivered.

V. Finally, Participant certifies that he or she has read and understood this agreement and is authorized by the show/company/agents to make these decisions and act as the authorized agent of the show/company/agents, and that the information provided herein is true to the best of Participant's knowledge and belief.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.