



## MARKET ART FAIR 2018: TERMS & CONDITIONS AND AGREEMENT

### Application Terms & Conditions

- Primary market galleries based in the Nordic region (Denmark, Finland, Iceland, Norway and Sweden), regularly staging public exhibitions in their own premises, are eligible to apply. Market will also admit applications from non-Nordic galleries presenting Nordic artists.
- Galleries can apply with solo presentations, or, if within an innovative and clearly defined curatorial concept, two-person presentations.
- Wall elements are 3000 mm and the distance from floor to ceiling varies between 3850 and 4990 mm. The existing walls have a wooden wall-panelling with a height from the floor up varying between 480 and 750 mm.
- The exhibition Terms & Agreements, as well as the application agreement, must be read carefully before submitting the application form. Market does not refund the application fee to any applicants not eligible to apply for Market Art Fair 2018.
- The participation fee includes the following:
  - Exhibition space; lighting fixtures; cleaning; internet connection; Market Art Fair's VIP Programme; VIP Cards, invitations to Market Art Fair's Collectors Programme and Opening Day; organization, marketing and promotional activities undertaken by the fair management; special hotel and shipping offers
- The selection of exhibitors is carried out by the Selection Committee based on the focus and character of the fair and with best interest for Nordic art.
- The Committee's results will be communicated early November 2017.
- The reasons for selections will not be stated.
- Decisions regarding size of exhibition space and placement will be taken by the fair management. Market does not guarantee that the Exhibitor's booth has the desired size specified by the applicant on the application form.
- The application fee of 2 000:- SEK excl. VAT is due by October 13, 2017. Fee payable to BG 5098-8120, SWEDBANK, IBAN, SE33 8000 0842 0293 4744 7881, SWIFT SWEDSESS.
- The application fee shall not be reimbursed in any case, to selected or non-selected applicants.
- Participation fee:

Booth S (16 – 19 m <sup>2</sup> )	45 000:-
Booth M (20 – 25 m <sup>2</sup> )	55 000:-
Booth L (27 – 34 m <sup>2</sup> )	65 000:-
Booth XL (37 – 42 m <sup>2</sup> )	75 000:-
- The application form must be filled out, together with supporting material, on [marketartfair.com](http://marketartfair.com), no later than October 13, 2017.
- This application is binding by the exhibitor of the provisions of this agreement.



## Application Agreement

Market Art Fair, hereinafter referred to as "Market" is organized by Konstnässlagen Market i Stockholm AB, company registration no. 556728-1869. Market is a Stockholm based art fair showcasing the Nordic region's leading galleries specializing in contemporary art, as well as non-Nordic galleries representing Nordic artists.

### 1. Qualifications for participation

- Market is for galleries based in the Nordic region, or non-Nordic representing Nordic artists.
- Gallery means, a company which has as its primary business the arrangement of art exhibits showing the works of living artists, in close collaboration with these artists, and which responsibly market and sell the works of these artists. Sales of other art or art-related objects may be made as well.
- The galleries are required to present professional exhibitions on market terms and conditions in their own premises with public opening hours throughout the year.
- The business shall be conducted on the gallery's own premises which are suitable for such purpose and operated by someone either in their own name or by an employee.
- A gallery is operated in accordance with the basic principle of divided risk with the artist.
- The business or owner may not be financed, in whole or in part, by tax funds.
- An exhibiting gallery is referred to herein as an "Exhibitor".

### 2. Application Procedure

- In order to participate in Market, the Exhibitor must apply on a special application form within the stated application period.
- Applications must be accompanied by the application fee. Applications submitted after the expiry of the application period and/or which are not accompanied by the required application fee shall not be considered. Market shall send a confirmation that an application and accompanying application fee have been timely received.
- The Exhibitor guarantees that information submitted in the application is correct.
- Signed applications sent to Market shall be binding upon the Exhibitor and shall constitute an acceptance by the Exhibitor of the provisions of this Agreement.

### 3. Participation

The following provisions shall apply to Market:

- Market selects Exhibitors by means of a Selection Committee which is appointed by Market's board of directors for a five-year term.
- The Selection Committee's memberships rotates with regular intervals.
- The selection is carried out by the Selection Committee based on the focus and character of the fair.
- Preference shall be given to solo exhibitions.



- The selection of Exhibitors shall be based on the information submitted by the Exhibitors in their respective applications.
- The reasons for the selections shall not be stated.
- The application does not automatically entitle the applicant to participate in Market, nor are former participants entitled to participate in Market merely because of their previous participation.
- The space leased by the Exhibitor at Market may not be assigned, in whole or in part, without Market's consent. Exhibitors shall not be entitled, without Market's specific consent, to use advertisements or exhibitors not disclosed in the application (commonly referred to as sub-exhibitors) in the leased space.

#### 4. Payment

- The application fee, booth rent and payment terms and conditions are set forth in the application form.
- The application fee shall not be reimbursed in any case, to selected or non-selected applicants.
- Booth rent shall be invoiced after the Exhibitor has been notified that the Exhibitor has been selected.
- Commencing on the due date for payment, Market shall be entitled to penalty interest at a rate of interest set forth on the invoice. Upon failure to make timely payment, this Agreement may be terminated and the booth assigned to another applicant.
- Not later than the due date for payment, payment of the invoice amount must be made to Konstnässlagen Market i Stockholm AB on the account stated on the application form. The Exhibitor must pay all bank fees relating to payments made from abroad.
- Galleries within the EU with a VAT registration number are not charged value-added tax provided that the VAT registration number has been provided in the application. VAT is not charged to galleries outside the EU.
- Costs over and above the application fee and booth rent, such as costs for extra walls, furniture, etc., shall be invoiced to the Exhibitor following the conclusion of Market.

#### 5. Booth placement and size

- Desired size of the booth is mentioned in the application form.
- Market shall determine the size and location of the booth.
- Consideration shall be given, where possible, to the Exhibitor's proposal for Market as set forth in the application. Market does not guarantee that the Exhibitor's booth has the desired size specified by the applicant on the application form.
- Minor deviations from the booth size decided by Market may occur.
- In order to comply with security and fire regulations, changes may be made to the booth allocations and layout of the fair.

#### 6. Termination of the Agreement

- Market shall be entitled to terminate this Agreement with immediate effect in the event the Exhibitor materially breaches the Agreement. Upon termination of the Agreement, the Exhibitor and its personnel shall be expelled from Market. The Exhibitor shall not be entitled to



reimbursement of fees paid or to any damages as a consequence of termination of the Agreement or expulsion from Market.

- The Agreement may be terminated immediately upon breach by the Exhibitor of sections 7.2 and 7.3 below.
- Fees paid by the Exhibitor pursuant to this Agreement shall not be reimbursed upon termination of the Agreement.

#### 7. Exhibited artwork and booth presentation

- The Exhibitor guarantees the authenticity and stated provenance of exhibited artwork.
- Only works on the first-hand market may be exhibited at Market.
- Any artwork deemed by Market to be unsuitable from a safety point of view may not be exhibited. Exhibited artwork must be rendered in compliance with the regulations of Swedish authorities and/or supervisory agencies and shall, where required, be furnished with permits from relevant authorities or agencies. Any artwork deemed unsuitable by Market from a qualitative or aesthetic point of view or otherwise may not be exhibited. Market disclaims all liability for losses incurred as a consequence of noncompliance with regulations or failure to acquire necessary permits. In such cases, the Exhibitor shall compensate Market for any expenses incurred.
- Only artworks which the Exhibitor owns or in respect of which the Exhibitor holds a right of disposition may be exhibited at Market. The Exhibitor shall follow the program set forth in the application. Significant changes to the program shall be notified to Market not later than one month prior to the opening of Market. The Exhibitor's participation shall thereupon be subject to renewed consideration.
- In the event the Exhibitor fails to notify Market of substantial changes in relation to the application, the artwork shall, upon demand, be immediately removed from the exhibition booth at the Exhibitor's expense. In such case, the booth shall be surrendered to Market, whereupon the Agreement shall be deemed to have been immediately terminated.
- The Exhibitor must organize the booth presentation in such a way that the allocated display area is accessible to visitors, the way in which the presentation is arranged does not encroach on the fair's public areas and does not affect the visitor flow or other exhibitors.
- Information regarding the work relating to the artist's name, the title of the work, materials and editions should be available for display in the booths either in the form of a sign or other presentation materials.
- Visible storage of additional artworks in the booth is not permitted. The Exhibitor shall arrange for storage furniture or a similar solution for extra works which are not on display but kept in the booth or contact the fair management for possible storage options on the exhibition premises.

#### 8. Staffing of booths, installation and removal

- The Exhibitor shall staff the booth with the Exhibitor's personnel during public opening hours and during the events conducted together with Market.
- The Exhibitor's booths must be completely installed in time for Market press viewing. Removal of booths may not commence prior to closing on the last day of Market.
- Any installations or construction in the booth of a more extensive character must be approved by the fair management in advance.



- Use of technical equipment, sound and lighting systems, conduct and performances which may disturb visitors and other Exhibitors must be approved in advance by Market.
- Re-hanging and installation work may not be carried out during Markets public opening hours.
- The Exhibitor shall have access to Market every day 60 minutes prior to the opening of Market to the public. Access for re-hanging or suchlike outside these hours must be agreed upon with Market.

#### 9. Marketing

- Oral and written marketing by the Exhibitor must be reliable and compatible with the Swedish Marketing Practices Act.
- Advertising set ups, signs and other displays outside of the booth shall be subject to Market's approval. Within the fair area, the Exhibitor shall not be entitled to display signs referring to exhibits outside the area without approval from Market's management.
- The Exhibitor hereby approves the use of photographs from fairs and exhibits for Market's press and communications purposes.

#### 10. The booths and walls

- Fixed building components may not be damaged (nailing, painting, etc.).
- The walls consist of the existing walls and of booth walls. The existing walls have a dark wood wainscot that is about 50-70 cm high, the rest of the walls and booth walls are painted white. Repainting of walls or parts of walls must be approved by Market in advance. Market shall state the type of paint which may be used. Restoration of booth walls to their original condition shall be carried out by Market at the expense of the Exhibitor.
- Each booth shall be supplied with one 220V, 10A electrical outlet. Applications for additional electricity must be submitted 7 days prior to Market's opening day at the latest. Market shall determine if such is possible. Connection of additional electricity may not be carried out by any party other than Market. Authorized personnel approved by Market shall be responsible for all electrical installation within the fair area.
- The Exhibitor shall be responsible for absolute compliance with the rules established by Market regarding maximum floor loads.
- Within the fair area, the Exhibitor shall comply with Market's regulations and any security regulations issued by authorities.

#### 11. Security

- The Exhibitor shall be responsible for the security at its own booth. Special security may only be used in consultation with Market. All costs for special security shall be borne by the Exhibitor.
- Market shall be responsible for security at entrances and exits during Market's public opening hours and events.

#### 12. Insurance, etc.

- The Exhibitor shall be responsible for insuring its exhibition and property. The Exhibitor shall be legally and financially liable for damage caused by the Exhibitor to Market's premises and the location or other property or personal injury.



- Market shall not be liable for damage to, theft or loss of, artworks or other property during Market and assumes no responsibility for any items displayed.
- The Exhibitor shall be liable for losses caused by the Exhibitor's personnel, installation technicians and subcontractors.

#### 13. Cleaning

- Market shall be responsible for cleaning public areas. The Exhibitor shall be responsible for cleaning the Exhibitor's booth.
- Packaging and packing crates shall be disposed of by the Exhibitor or placed at a location designated by Market.

#### 14. Exhibitor ID cards

- The Exhibitor shall receive, free of charge, not more than five Exhibitor ID cards for personnel working in the booth. The Exhibitor ID cards are personal and non-transferable, and may only be used by the Exhibitor's personnel.
- Exhibitor ID cards must be worn during installation and removal and shall be stored in a secure manner.

#### 15. Free tickets

- The Exhibitor shall receive 10 free tickets each of which shall be valid for one admission per person.

#### 16. Press work

- The Exhibitor grants Market the right to use submitted materials such as press photographs and text for publication in various types of media. Market shall not be responsible for any errors in the information submitted by the Exhibitor.

#### 17. Information from the Exhibitor

- The Exhibitor is aware and acknowledges that information regarding client contacts submitted for participation in Market's various VIP activities may be acquired by other Exhibitors. Market shall strive to prevent such from occurring.
- The Exhibitor shall inform Market on revenue from works sold in relation to the presentation of the fair, including sales prior to and after the fair. Market will not share the prices of individual works with third parties, including partners and the media, nor the total sales revenue of any individual gallery; without the approval of the gallerist.

#### 18. Taxes and duties

- In the event special taxes or other duties are charged as a consequence of this Agreement, a corresponding amount shall be charged to the Exhibitor.

#### 19. Force Majeure

- Market disclaims any liability to reimburse all or part of the fees paid pursuant to this Agreement in the event Market is cancelled, or the scope or schedule of Market is altered, as a



consequence of fires, action of state of municipal authorities, strikes, lockouts, wars or other similar circumstances beyond the arranger's control.

- Provided that Market may be held on a later date, the Exhibitor shall be entitled to priority for a booth and, upon payment of new fees, certain credit for previously paid fees.
- The Exhibitor shall not be entitled to any type of damages in the event Market is cancelled due to a force majeure event.

#### 20. Miscellaneous events

- The exhibitor shall not be entitled to reimbursement of any fees paid or any damages in the event heating, electricity or water supply are restricted as a consequence of circumstances beyond Market's control.

Stockholm, September 2017, Konstmässan Market i Stockholm AB