

MARKET ART FAIR

Terms and Conditions

Market Art Fair 2027

1. Qualifications for participation

Market Art Fair welcomes applications from all eligible galleries, of all nationalities. The selection committee prioritises solo, duo, or group presentations with a well-defined curatorial concept.

The proposed presentation must meet the eligibility criteria and adhere to the programme guidelines outlined in the application. If accepted, any significant changes to the proposal, such as change of artists, must be communicated to Market Art Fair for approval of the selection committee. Failure to do so, or making substantial alterations without approval, may result in the gallery's removal from the fair. Please note, if a gallery is not initially accepted, it will not have the opportunity to reapply for the 2027 fair with a different presentation.

Eligible galleries:

- Galleries whose primary business is the arrangement of art exhibitions, showing the works of living artists, in close collaboration with these artists, and which responsibly market and sell the works of these artists.
- The gallery must be open to the public with regularly staged exhibitions in the gallery's own premises.
- Galleries may combine representing living artists with estate representation, art advisory, or other art-related sales.
- The gallery is operated in accordance with the basic principle of divided risk with the artist.
- The gallery practises long-term representations of artists and operates in a professional and responsible manner towards its stakeholders.
- The gallery may not be financed in larger parts by public funding or be primarily artist-run.

Eligible presentations:

- All artistic media are eligible for exhibition at Market Art Fair, with the selection made based upon the quality of presentation.
- Artworks exhibited at Market Art Fair must be original and the artists must consent to the exhibition of their works.
- Galleries are encouraged to apply with solo and duo-presentations. Galleries may apply with two or more artists if the presentation has a clearly defined curatorial concept.
- The SEB Discovery Award booth is only dedicated to a single artwork or cohesive artistic project, by an artist or an artist duo/collective.
- Exhibitors shall not be entitled to use advertisements in the leased space not disclosed in the application or to sublet any part of the space to other exhibitors.

2. Application procedure

- Applications must be accompanied by the application fee of 4,000 SEK excl. VAT (5,000 SEK incl. VAT for Swedish applications). Payment is made when submitting your application via credit card directly in the application form or by bank transfer. There is no application fee for the SEB Discovery Award.
- Applications submitted after the expiry of the application period and/or which are not accompanied by the required application fee shall not be considered.
- The Exhibitor guarantees the information submitted in the application is correct.
- By applying, the Exhibitor agrees that they have read and understood the terms and conditions and will adhere to them.
- By applying, the Exhibitor agrees that, if selected, they intend to participate in Market Art Fair 2027 and shall sign the Exhibitor Agreement and pay the Participation fee.
- Exhibitors are selected by means of a Selection Committee which is appointed by Market Art Fair's board of directors.
- Market Art Fair reserves the right to make minor changes in the committee without notice, such as adding an additional member, or if an existing member needs to leave for reasons outside of Market Art Fair's control.
- The installation and VIP dates can be subject to minor changes and final days will be communicated when selection results are confirmed.

3. Payment

- The application fee is not reimbursed in any case, to selected or non-selected applicants.
- The Participation fee (depending on the booth size and/or additional features) will be invoiced after the applicant has been accepted as Exhibitor. Participation in the fair is dependent on payment of the Participation fee.
- 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.
- Commencing on the due date for payment, Market Art Fair shall be entitled to penalty interest of 12% per annum. 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 Market Art Fair on the account stated on the application form. The Exhibitor must pay all bank fees relating to payments made from abroad.
- 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 the fair.

4. Booth placement, size and price

- Market Art Fair 2027 is scheduled to take place 22-25 April at Magasin 9 in Stockholm.
- Market Art Fair holds the right to determine the size and placement of the booths. Market Art Fair does not guarantee that the Exhibitors' booth has the desired size specified by the applicant on the application form, but will do its best to accommodate the Exhibitor's wishes.
- Small alterations to the booth sizes and layout may occur after the layout has been communicated, in order to follow security and fire regulations. If such alterations exceed two square metres, Market Art Fair will refund the price of the total amount of lost space to the Exhibitor after the fair.
- The booth fee for 2027 is 3 950 SEK excl. VAT per square metre in the Warehouse, and 2 500 SEK in the Pier and includes:

- Exhibition space with basic lighting, an electrical outlet, internet connection and daily cleaning
- High-quality temporary walls.
- Free access to the exhibitor lounge.
- Invitations for galleries' guests to the fair's VIP Programme and VIP Preview days.
- Year-round marketing, promotional activities and events
- Special hotel and shipping offers from Market Art Fair's partners.
- Additional pre-existing wall space outside of the booth's premises (e.g. outside walls of end booths facing public areas or corridors, only suitable for wall-mounted objects) will come at a separate surcharge of 2 200 SEK/metre excl. VAT. This wall space is subject to availability and will be communicated with the Exhibitor upon allocation of booths.
- The exhibitor might have the opportunity to order extra walls to the booth, depending on the booth layout and placement. Such extra features shall only be carried out by the fair's contractors and will come at a separate fee based on the fair builder's cost including a surcharge.

5. Exhibited artwork and booth presentation

- Only artworks on the first-hand market and which the Exhibitor owns or in respect of which the Exhibitor holds a right of disposition may be exhibited at Market Art Fair. The Exhibitor shall follow the programme set forth in the application. Significant changes to the programme, such as the artist's inability to carry out the presentation, shall immediately be notified to the fair. The Exhibitor's participation shall thereupon be subject to renewed consideration.
- The Exhibitor guarantees the authenticity and stated provenance of exhibited artworks.
- In the event an Exhibitor's presentation is deemed to be unsuitable from a safety point of view, the presentation may not be carried out. 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 Art Fair 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 non-compliance with regulations or failure to acquire necessary permits. In such cases, the Exhibitor shall compensate Market Art Fair for any expenses incurred due to the Exhibitor's breach.
- In the event the Exhibitor fails to notify Market Art Fair of substantial changes in the presentation presented in the application, the artwork(s) 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 Art Fair, whereupon the Agreement shall be deemed to have been immediately terminated.
- The Exhibitor must organise 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.
- Visible storage of additional artworks in the booth is not permitted.
- Allocated booths cannot be shared by multiple exhibitors without Market Art Fair's permission granted beforehand.

6. Press and marketing

- The Exhibitor grants Market Art Fair the right to use submitted materials such as press photographs and text for publication in various types of media. Market Art Fair shall not be responsible for any errors in the information submitted by the Exhibitor.
- The Exhibitor is responsible for providing Market Art Fair with the necessary materials to promote and market the Exhibitor, and understands that failure to do so within the provided timeframe might result in the gallery being excluded from the fair's communication materials.
- The Exhibitor warrants that the Exhibitor possesses the necessary approvals and permits from artists, photographers and other parties to post and crop images and other information regarding the work and to use the images and information for marketing purposes, and that the works, images of the works and information regarding the works do not constitute an infringement of any third-party rights.
- The Exhibitor shall hold Market Art Fair harmless in the event any third party brings a claim for compensation as a consequence of publication of images and/or information provided by the Exhibitor.
- By accepting the SEB Discovery Award, the selected gallery agrees that the awarded presentation may be promoted by Market Art Fair and SEB in connection with the award. This may include, but is not limited to: Market Art Fair's website, social media channels, newsletters, and other communication platforms; Information displayed at the fair, including booth signage and the fair folder; Market Art Fair press releases, media outreach, and other PR activities and SEB's internal and external communication channels.

7. Installation and removal

- Re-hanging and installation of artworks may not be carried out during Market Art Fair's public opening hours. Removal of the booth may not commence prior to closing on the last day of Market Art Fair.
- Installations or construction in the booth of a more extensive character must be approved by Market Art Fair, including use of technical equipment and sound or lighting systems.

8. Insurance and liability

- The Exhibitor shall be responsible for ensuring its exhibition and property. The Exhibitor shall be legally and financially liable for damage caused by the Exhibitor to Market Art Fair's premises and the location or other property or personal injury and for losses caused by the Exhibitor's personnel.
- The Exhibitor is responsible for leaving the booth in the same condition as when they arrived. Any damages incurred to the premises should immediately be notified to Market Art Fair.
- Market Art Fair shall not be liable for damage to, theft or loss of, artworks or other property during Market Art Fair and assumes no responsibility for any items displayed.

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 Art Fair shall strive to prevent such from occurring and will not knowingly share contact information with third parties, without specific consent.
- The Exhibitor shall inform Market Art Fair of revenues received from works sold in relation to their participation at the fair, including sales prior to and after the fair. Market Art Fair 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 Exhibitor.

9. 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.

10. Force Majeure

- Market has no liability to reimburse all or part of the fees paid pursuant to this Agreement in the event Market Art Fair is cancelled, or the scope or schedule of Market Art Fair is altered, as a consequence of fires, actions of state or municipal authorities, strikes, lockouts, wars or other similar circumstances beyond the arranger's control.
- Provided that Market Art Fair 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 Art Fair is cancelled due to a force majeure event.