



Terms & Conditions Market Art Fair 2021

1. QUALIFICATIONS FOR PARTICIPATION

- Primary market galleries regularly staging public exhibitions in their own premises are eligible to apply. All galleries seeking to participate must submit an application with at least one Nordic artist, or an artist with a strong connection to the Nordic region (Denmark, Finland, Iceland, Norway and Sweden). Galleries can apply with a solo or duo presentation, or, if within an innovative and clearly defined curatorial concept, a presentation with more than 2 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 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

- Applications must be accompanied by the application fee of 2 000 sek excl. vat. 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 that information submitted in the application is correct.

3. PARTICIPATION

- Market selects Exhibitors by means of a Selection Committee which is appointed by Market's board of directors.
- 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.



4. PAYMENT

- The application fee of 2 000 SEK excl. VAT is due on October 21, 2020. A receipt will be sent to your invoice address.
- Fee is payable to:
 - Konstmässan Market AB
 - Jakobsgatan 27c
 - SE-111 52 Stockholm
 - Bankgiro 5098-8120
 - SWEDBANK
 - IBAN: SE33 8000 0842 0293 4744 7881
 - BIC/SWIFT: SWEDSESS
- The application fee shall not be reimbursed in any case, to selected or non-selected applicants.
- The participation fee (depending on the booth size of the Exhibitor) will be invoiced after the applicant has been accepted as Exhibitor.
- 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 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 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 Market.

5. BOOTH PLACEMENT AND SIZE

- Market shall determine the size and location of the booths. Market does not guarantee that the Exhibitors' booth has the desired size specified by the applicant on the application form.
- Small alterations to the booth sizes and layout may occur after the layout has been communicated, i.a. in order to follow security and fire regulations. If such alterations exceed two square meters, Market will refund the price of the total amount of lost space to the Exhibitor after the fair.



6. 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. 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.
- 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 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 for any expenses incurred due to the Exhibitors breach.
- In the event the Exhibitor fails to notify Market 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, 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.
- Visible storage of additional artworks in the booth is not permitted.
- Allocated booths can not be shared by multiple exhibitors without the Market's permission granted beforehand.

7. PRESS WORK & MARKETING

- 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.
- 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 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.

8. INSTALLATION AND REMOVAL

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

9. INSURANCE

- 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 and for losses caused by the Exhibitor's personnel.
- 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.

10. 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 of revenues received from works sold in relation to their participation at 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 Exhibitor.

11. 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.



12. FORCE MAJEURE

- Market has no 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.

13. SPECIAL CONDITIONS MARKET ART FAIR 2021

- If, due to the Covid-19 pandemic and its aftereffects, Market has to cancel the 2021 fair, the Exhibitors shall be refunded all amounts paid.