



Terms & Conditions Market Art Fair 2024

1. QUALIFICATIONS FOR PARTICIPATION

Market Art Fair prioritises applications from galleries who represent Nordic artists, applies with one or more Nordic artists, or international artists with a strong connection to the Nordic region; through their origin, residency or artistic theme.

Galleries are invited to apply for the Market Art Fair at Liljevalchs and the Market Debut at Spritmuseum. The application process allows for a single submission per section or a combined application for both sections. A gallery may apply for both Market Art Fair at Liljevalchs and Market Debut at Spritmuseum with the final allocation up to the selection committee's discretion. If a gallery applies with different presentations for Market Debut at Spritmuseum and Market Art Fair at Liljevalchs, two separate applications must be submitted.

The proposed presentation must meet the eligibility criteria and adhere to the program outlined in the application. If accepted with a proposed presentation, any significant changes to the program must be communicated to the Fair Manager. The Exhibitor's participation will be subject to renewed consideration by the Selection Committee following any changes. If a gallery is not invited to participate in Market Art Fair or Market Debut galleries will not have the opportunity to reapply to the fair in 2024 with another 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

- The application should include a Nordic artist, or an international artist with a strong connection to the Nordic region (Denmark, Finland, Iceland, Norway and Sweden, Greenland, Sápmi and the Faroe Islands).
- 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.
- An exhibiting gallery is referred to herein as an "Exhibitor".

2. APPLICATION PROCEDURE

- Applications must be accompanied by the application fee of **3 800 SEK** excl. vat. (4750 SEK inc. VAT. for Swedish applications).
- 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.

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 **3 800 SEK** excl. VAT is due on **October 17, 2023**. Swedish galleries shall pay **4 750 SEK** (amount including VAT). A receipt will be sent to your invoice address.
- The payment must be made when submitting your application via credit card directly in the application form or via bank transfer 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 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 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 metres, 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 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 can not be shared by multiple exhibitors without the Market's permission granted beforehand.

7. PRESS & 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 AND LIABILITY

- 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.

- 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.
- 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.