

ART. FAIR 21

gretlhell

FAIR FOR 21ST CENTURY ART
29TH OCT. – 1ST NOV. 2010
STAATENHAUS
AM RHEINPARK, COLOGNE

EXHIBITOR INFORMATION

FRI. – SUN. 1 PM – 9 PM, MON. 12 PM – 8 PM
AUENWEG 17 50679 COLOGNE WWW.ART-FAIR.DE

ART. FAIR 21

art.fair International GmbH
Alteburger Str. 36
50678 Köln

PH: +49 (0)221-420393-0
F: +49 (0)221-420393-29

contact@art-fair.de
www.art-fair.de

FACT SHEET ART.FAIR 21 – FAIR FOR 21ST CENTURY ART

FAIR DATES

Friday, 29th October to Monday, 1st November 2010
Friday – Sunday 1 pm – 9 pm, Monday 12 pm – 8 pm
Vernissage: Thursday, 28th October 2010

VENUE

Staatenhaus am Rheinpark, Auenweg 17, 50679 Cologne, Germany

NO. OF VISITORS EXPECTED

30,000

YOUNG AND ESTABLISHED ART FAIR

- The eighth ART.FAIR 21 will take place in 2010
- Held annually for four days in Cologne
- 10,000 square metres of exhibition space

YOUNG AND ESTABLISHED EXHIBITORS

- Carefully selected, exclusive participants from established and aspiring galleries from Germany and abroad
- 80 to 100 galleries
- Selection committee

YOUNG AND ESTABLISHED WORKS

- Contemporary works of art, created in the 21st century
- Primarily artists born after 1960
- Emphasis on artists born between 1970 – 1980
- Painting, sculpture, photography, performance and new media

YOUNG AND ESTABLISHED AUDIENCE

- More than 28,000 art lovers visited the ART.FAIR 21 in 2009
- Established market participants as well as newcomers
- Collectors, curators, press

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General Conditions of Participation (GCP)

I) Organiser

Organiser of the ART.FAIR 21 is
art.fair International GmbH, Alteburger Str. 36, 50678 Cologne, Germany,
CEOs Andreas E. Lohaus/Walter M. Gehlen, Commercial Registry HRB 50271,
phone +49 (0)221-420 393-0, fax +49 (0)221-420 393-29,
www.art-fair.de,
hereafter called the organiser.

II) Jury

The jury comprises four members. It gives advice to the organiser with regard to the selection of galleries. It monitors adherence to the conditions of participation at the fair.

III) Conditions of acceptance

a) Application for participation:

Professionally managed and commercially oriented private galleries as well as art distributors who can fulfil and verify the following conditions may apply for participation in the ART.FAIR 21 in Cologne:

- Self-employed persons who have worked without interruption for at least one year as owners of galleries or publishing companies.
- Separate gallery rooms which are used exclusively for gallery activities.
- Regular opening times to the public for at least 20 hours a week.
- Continuous implementation of at least 3 exhibition projects a year in own gallery rooms.
- Regular publication of catalogues.

b) Exclusion from participation:

The following organisations or persons are excluded from participating in the ART.FAIR 21:

- Artists
- Art consultants or firms of art consultants, online galleries.
- Suppliers of replicas and reproductions, art derivatives, calendars, posters, postcards, etc.

c) Admissible exhibits:

- There are no limitations regarding the artistic form of expression.
- Art works of objective realism and abstract works of art, which may be in all forms, such as e.g. paintings, photographs, sculptures, installations, graphics and videos.
- All works must be by artists born after 1960. Artists born after 1970 will be preferred. One exception possible for each gallery. Further exemptions may be applied for and accepted in reasonable circumstances.
- All works must have been completed in the 21st century (dating begins with year 2000).
- Only originals and no reproductions are allowed.
- For original graphics, the number of copies may not exceed 100.

d) Inadmissible exhibits:

- Forged works.
- Heavily restored or damaged works or works, which have been reworked.
- Unlimited and unnumbered multiples.
- Works of applied art (ceramics, glass, jewellery, design etc.).
- Folk art, wall hangings.
- The applicant's own works or works by relatives.

IV) Principles for a decision regarding admission and choice between several eligible applicants

No claim for admission exists. Among all applicants a decision will be reached with the objective to present a concerted composition of exhibits and artists at the fair. Further, for lack of space the organiser can decline admission. Applicants that did not receive acceptance due to the above mentioned reasons may be put on wait state in suitable cases. The decision on admission will be reached estimated by the beginning of June.

In the case of non-compliance of the given admission requirements or due to other important reasons (e.g. insolvency of the exhibitor or other circumstances that might destroy mutual trust) the organiser can reject admission. Should such reasons occur at a later date or will emerge at a later date the organiser is entitled to abrogate admission subsequently.

V) Wait state

Applicants that were put on wait state will be notified in case an adequate booth space is available. Will the applicant on wait state decline their participation in the ART.FAIR 21, or will the applicant not bindingly approve their participation within two working days, the organiser is free to offer the available booth space to another applicant.

VI) Exclusion of liability

The organiser assumes no liability for any expenses which the applicant has incurred with respect to possible admission. In the case of rejection of the application or granting of the wait state, claims for damages by the applicant – irrespective of the reason – against the organiser, its legal representatives or its vicarious agents are excluded, unless intention or gross negligence are existent.

VII) Jury tour

The jury commences its tour on Thursday, 28th October 2010 at 11 am. All exhibits must be on view at the booth at that time.

VIII) Obligations of the exhibitor

- The requirements set out in Clause III c are obligatory for all exhibitors. At the fair the jury will monitor adherence to these requirements.
- Over the entire term of the fair (beginning with the jury's tour) the exhibitor must provide a brief description of all works (artist, title, year, technique, and numbers in circulation together with price). The description must be placed in immediate vicinity to the respective work.
- The exhibitor is obliged to rectify any complaints from the jury immediately. If the exhibitor refuses to do so, acceptance can be revoked and the booth can be closed with immediate effect (without any legal redress on the part of the exhibitor).
- Non-compliance with instructions from the jury is at the same time a ground for exclusion from any subsequent ART.FAIR 21 events.
- All works that will be brought to the ART.FAIR 21 exhibition site after opening must be reported to the organiser for late assessment.

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Particular Conditions of Participation (PCP)

I) Title of the event

ART.FAIR 21 - Fair for 21st century art

II) Location, Duration and Implementation

The ART.FAIR 21 is to be held during the period from 29th October to 1st November 2010 at the Staatenhaus am Rheinpark, Cologne.

Organiser of the ART.FAIR 21 is art.fair International GmbH, Alteburger Str. 36, 50678 Cologne, Germany, CEOs Andreas E. Lohaus/Walter M. Gehlen, Commercial Registry HRB 50271, phone +49 (0)221-420 393-0, fax +49 (0)221-420 393-29, www.art-fair.de, hereafter called the organiser.

III) Registration and Admission

You declare your intention to participate by returning the application form signed in legally binding form and completed in full to the organiser. With your signature, you accept the general and particular conditions of participation as binding. With your application, advance payment of your registration fee in the amount of 500.00 € must be remitted onto the account specified below. In the case of **non-admission** you will be **refunded** the full amount.

Bank account details:

art.fair International GmbH
Sparkasse KölnBonn
Bank sort code: 370 501 98
Account no: 1900 230 416
IBAN: DE70 3705 0198 1900 2304 16
SWIFT: COLSDE33

Any possible reservations or wishes expressed on the application form (particularly with respect to positioning) will not be regarded as a condition for participation and will be considered unwritten. The organiser will select the participating galleries. In the case of overbooking, your participation might be rejected. The sending of your application does not substantiate any claim for admission.

Application documents: For every artist, the applicant must send an E-mail to gehlen@art-fair.de including the artist's curriculum vitae and at least 3 printable digital pictures (300 dpi on 10 cm [1 cm~0,39 inch]) of representative works with details of title, year of creation, measurements, technique and gallery price. The exhibitor assigns the rights of use and enjoyment in the pictures transferred, in particular for use in public relations and publication in catalogues; he gives a guarantee that he possesses all requisite rights in order to grant the organiser the rights conferred. The powers include in particular proprietary rights of use and enjoyment and ancillary copyrights, label, brand, title and identification rights. The exhibitor guarantees in particular that he is in possession of the necessary rights for the performances under this contract, in particular in relation to authors, professional artists and producers of sound storage media, publishers, and collecting societies. Moreover, the exhibitor guarantees that the pictures neither infringe any personal rights nor substantiate any other objections under competition law or other provisions. Should third parties make any claim against the organiser on account of alleged rights in the pictures or any other illegality of the pictures, the exhibitor shall be bound to indemnify the organiser from these claims of third parties, to provide support with the legal defence (to which the organiser is entitled but not bound) and to assume the necessary costs of the legal defence for the organiser. This obligation of indemnity is independent of any possible fault on the part of the exhibitor.

Final date for application: 15th May 2010. The postmark is the deciding factor.

IV) Conditions

The total costs to be paid for participation at the ART.FAIR 21 is made up of the following components. All prices are subject to VAT (at 19 %).

Registration fee: 500.00 €

Basic costs:

At the ART.FAIR 21 booths from the size of 30 sqm up to a maximum of 150 sqm (in steps of 10) are allocated at **168.00 € / sqm**.

The basic booth price quoted includes the following:

A maximum of three booth partitions (usually 1 rear wall and 2 side walls), lattice girder with 150 watt lighting for each 3 running meters (interior booth wall), 5 exhibitor identification badges, booth labelling with exhibitor name, location and country of origin.

Additional costs:

A flat rate for additional costs in the amount of 20.00 € / sqm (for a 30 to 70 sqm booth) or 15.00 € / sqm (for a 80 – 150 sqm booth) will be charged. This includes general hall surveillance, general hall cleaning, and energy costs.

A marketing fee in the amount of 470.00 € flat will be added to the total costs. This includes one entry in the online catalogue, 100 vernissage tickets, and 10 catalogues.

The organiser offers additional booth fittings (furniture, additional walls, telephone, etc.) at cost price. The price lists will be provided on request.

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V) Allocation of booth location

The organiser determines the position and exact size of your booth. Thereby, the organiser is entitled to exceed or fall below the booth size requested by the applicant by 15 %, in justified cases even further. Any deviations will be taken into account in the final invoice. Every fraction of a square metre will be charged in full. No claim exists to the allocation of a booth in a particular location of the halls or in a particular size. You may not transfer your allocated booth or any part thereof to a third party, either for remuneration or free of charge. Booth allocation is provisional. The organiser reserves the right to make amendments with respect to the booths for organisational, technical or any other important reasons.

VI) Withdrawal

a) Withdrawal of the exhibitor:

Your application is considered as binding. After your application, you may not withdraw or make any reduction in the size of your booth.

In the case of acceptance through the organiser the total costs for participation (IV) as well as the actual costs incurred must be paid. If you decline to take up the booth area allocated to you, and the organiser is able to re-hire that booth area to a new exhibitor that will fully compensate for the booth by 30th June 2010 (The postmark of the new application is the deciding factor), you will be liable for a lump-sum reimbursement of only 25 % of the total costs. Already committed exhibitors that substitute their present booth area for the nascent booth area are not considered as new exhibitor. Is the organiser not able to re-hire that booth area to a new exhibitor that will fully compensate for the booth, you will stay obligated to remunerate the total costs inclusive of all additional orders regarding booth construction.

In the case of non-admission through the organiser the total amount cleared to date will be reimbursed.

b) Withdrawal of the organiser:

After admission, the organiser is authorised to withdraw from the contract if an important ground exists (e.g. late incoming payments, insolvency, exhibitor is misdemeanant, noncompliance with instructions given by the jury during the fair, or equivalent circumstances that affect the rapport).

In the case of a withdrawal from the contract after admission due to important grounds the exhibitor is obliged to compensate for the total costs. Is the organiser able to re-hire that booth area to a new exhibitor by 30th June 2010 (The postmark of the new application is the deciding factor), the organiser will remit 25 % of the total costs towards the resigning exhibitor. Already committed exhibitors that substitute their present booth area for the nascent booth area are not considered as new exhibitor.

In the case of a withdrawal of the organiser from the contract after admission due to miscellaneous important grounds the exhibitor is verifiably not accountable for the total amount cleared to date will be reimbursed.

VII) Terms of payment

Along with your application, advance payment of your registration fee in the amount of 500.00 € will be due immediately without deduction. Please make your payment to the business account number given below, while also including the name and location of your gallery. Once approved, you will receive an instalment invoice for a 50 % down payment towards the cost of standard services you have ordered. This down payment will be due immediately and without deduction. The remaining 50 % of standard services will be billed in a second instalment invoice at the end of August 2010. It must be paid in full, without deduction, by 31st August 2010. About 10 days before the start of the fair, you will receive a final invoice for any additional booth construction or other supplemental services you may have ordered that will be due immediately. Full settlement of all instalment invoices and the final invoice at the respective dates of remittance is the precondition for occupying the ordered booth. As you order additional services after receiving the final invoice, you will be billed for such services by no later than the last day of the fair. You will then be expected to settle the additional outstanding amount before leaving the fair.

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Any queries about invoices should be sent to the organiser without delay within five working days. The amount invoiced is due notwithstanding. If the invoice amount is not received in due time, the organiser may cancel the contract. The claim to payment of the invoice amount shall not, however, lapse thereby. This shall not affect any claim for damages towards the organiser.

VIII) Storage and Delivery

In the case of exhibits having to be stored outside the booth, the organiser offers to find a shipping warehouse in the vicinity of the fair at cost price. There is no entitlement to such storage, nor is it accepted as a condition for the formation of the contract. Exhibits delivered from storage have to be registered with the organiser.

IX) Heating and Cleaning

All exhibition rooms are heated. The organiser takes care of cleaning the site, the halls and the corridors. The exhibitor is in charge of the cleaning of his booth before 1 pm each day.

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X) Surveillance, Insurance and Exemption from liability

The event site is under surveillance on the days of construction from 8 am to 10 pm and during the event from 12:30 pm to 9:30 pm. Surveillance and the security of individual booths or parts of booths are not included in this general surveillance. It is strongly recommended that all exhibition items are accordingly secured and sufficiently covered by insurance. The organiser does not provide any special insurance for your booth. The organiser also accepts no liability for any damage or loss of exhibit items or booth accessories, excluding gross negligence or intention. Should the organiser be forced to vacate the exhibition site or parts thereof, either temporarily or for a longer duration, to postpone, shorten, extend or relocate the event on account of a case of force majeure or for other reasons beyond its control, you may not derive any rights herefrom, in particular any claims for compensation or damages against the organiser.

XI) Setup and Dismantling

The exhibitors may commence their **setup from Tuesday, 26th October 2010, 7 pm. By Thursday, 28th October 2010, 11 am (beginning press round tour)** the setup must be completed. For the organisation of the first placement of the booths, a detailed leaflet will be sent four weeks before the beginning of the event. The exhibition works must have been presented in full to the jury before they may be offered for sale. The breach of these regulations may lead to an exclusion from participation. **The ART.FAIR 21 concludes on Monday, 1st November 2010, 8 pm. The booths have to be cleared on Monday by midnight.** Where necessary, packaged exhibits can be stored in the foyer overnight provided that they are removed the following day. The removal of the exhibits has to be completed on Tuesday, 2nd November 2010 by noon. In the case of exceeding this deadline the exhibitor will be held liable for subsequent invoices occurring with regard to the fairground. The exhibitors are obliged to abide by the applicable accident prevention regulations of the appropriate Employer's Liability Insurance Association.

XII) Booth construction

Standard walls are obligatory. Graphic stands are not permitted. Booth labellings are affixed in standardised form by the organiser. Exhibitors can design their booths as they wish within the above mentioned limitations, but are, however, bound by the instructions and limitations imposed by fire regulations. If you plan any constructional systems which are not to be constructed by the organiser's booth builders, you have to submit a plan of your booth to the organiser for clearance at least six weeks before the beginning of the fair. Exhibits over 15 kg must be notified to the organiser at least two weeks before the event.

XIII) Catalogue

For the event, a catalogue is produced. The entry of the exhibitor in the catalogue is obligatory, which is included in the marketing fee.

XIV) Householder rights

On site of the Staatenhaus am Rheinpark, the domestic authority lies with the organiser. It is entitled to have exhibition items removed from the booth if your exhibit contravenes applicable legal provisions, good morals or the exhibition programme. In the case of serious infringement of the conditions of participation, the organiser is entitled to close or clear the booth as well as to refuse access to the fair site to you or/and your staff. Such serious infringements also include arrears of payment. In the case of outstanding accounts, the organiser has the right to exclude the exhibitor from the booth and/or shall be entitled to a right of lien over the exhibits and artworks and to take them off the booth and sell them to cover the money due. In this case, the exhibitor may not object to an auction (or any other sale without a minimum price) by the organiser and for the benefit of the organiser, and shall be obliged to meet any rights or demands of third persons that the latter may have in respect of the items withheld. The house rules of the Staatenhaus am Rheinpark apply, which can be sent to you upon request.

XV) Verbal agreements

Verbal agreements which go beyond the remit of this contract are only valid if confirmed in writing. The principles of commercial letters of confirmation do not apply.

XVI) Lapse

Any claims you may have against the organiser arising from the exhibition contract and any related circumstances shall lapse within six months. The limitation period begins at the end of the month in which the final day of the event takes place.

XVII) Data protection

Data you have provided is stored by an automated process in compliance with § 33 of the German Data Protection Law and passed on to third parties within the context of fulfilling contractual obligations. Place of performance and court of jurisdiction is Cologne. For all legal agreements between you and the organiser, German law and the German text of the Conditions of Participation are definitive; house rules and the Conditions of Participation are a part of the contract.

XVIII) Final resolution

By signing the application form, you accept as binding in their entirety the Conditions of Participation of the organiser as well as all other conditions affecting the contractual relationship. Should these conditions be in some part legally null and void or incomplete, neither the legal validity of the remaining conditions or of the contract as a whole shall be affected. In such case, the parties involved shall be obliged to replace the invalid condition or to overcome the shortcoming with such a provision that the mutual economic benefit of the parties involved can be achieved as closely as possible.

In advance by FAX

+49 (0)221-420 393-29

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Application: ART.FAIR 21 – Cologne

Closing date for application: 15th May 2010

NAME OF GALLERY		FOUNDED
OWNER OR PARTNER PERSONALLY LIABLE		
STREET		
POSTAL CODE	CITY	COUNTRY
PHONE	FAX	
E-MAIL	WEBSITE	
INITIAL LETTER FOR CATALOGUE ENTRY		

In compliance with the Conditions of Participation of the ART.FAIR 21 (status 10th February 2010) in Cologne (29th October - 1st November 2010), we would like to order a:

_____ **sqm booth at 168.00 € / sqm.**

Sizes of booth available for occupancy: from 30 to 150 sqm in steps of 10.

The basic booth price quoted includes the following:

1 rear wall and 2 side walls, lattice girder with 150 watt lighting for each 3 running metres (interior booth wall), 5 exhibitor identification badges, booth labelling with exhibitor name, location and country of origin.

A **flat rate for additional costs in the amount of 20.00 € / sqm** (for a 30 to 70 sqm booth) or **15.00 € / sqm** (for a 80 – 150 sqm booth) will be charged. A **marketing fee in the amount of 470.00 €** flat will be added to the total costs. This includes one entry in the online catalogue, 100 vernissage tickets, and 10 catalogues.

With your application, advance payment of your **registration fee in the amount of 500.00 €** must be remitted onto the account specified below. In the case of non-admission **you will be refunded the full amount.**

The arrangement of the floor plan is incumbent upon the organiser. They will endeavour to take into consideration – if possible – the wishes of the exhibiting galleries.

Once approved, 50 % of all standard services will be due upon receipt of the first instalment invoice. The remaining 50 % of standard services will be due by 31st August 2010. The final invoice inclusive of all supplemental bookings will be invoiced 10 days before the beginning of the fair and will be due immediately. Late payment will entitle the art.fair International GmbH to withdrawal from the contact and compensation for damages. **All prices are subject to VAT (at 19 %).**

EXHIBITOR PROGRAMME FOR ART.FAIR 21

(Please send an E-mail for each artist to gehlen@art-fair.de including three printable digital images and the artist's biography)

NAME	TECHNIQUE/MEDIA	AGE	NATIONALITY	LAST ART FAIR PRESENTATION

.....
Place /Date

.....
Legally binding signature / company stamp

We have read the General and Particular Conditions of Participation and accept these through our second signature

.....
Place /Date

.....
Legally binding signature / company stamp