

# **THIS ART FAIR 2017 – TERMS AND CONDITIONS**

## **1. General**

The terms for taking part in This Art Fair (previously Art in Redlight) are laid down in these conditions for participation.

## **2. Definitions**

2.1 This Art Fair is organised by the Art in Redlight foundation, residing in Amsterdam, at Overtoom 40, 1054 HK, hereinafter referred to as: Organisers.

2.2 This Art Fair is an arts platform aimed at contemporary art and adjacent disciplines.

2.3 Applicant: every natural or legal person who has applied for This Art Fair 2017 through a binding application form, irrespective of whether the application has been approved by the Organisers.

2.4 Binding Application Form (hereinafter: Application Form): the application form filled out and signed by the Applicant, whereby the Applicant has entered into an Agreement of Participation.

2.5 Participant: every natural or legal person who has applied through the application form as Participant to This Art Fair 2017, and with whom the Organisers have entered into an Agreement of Participation.

2.6 Cost of Participation: the participation fees that the Participant owes to the Organisers for rental of the stand and as contribution to the promotional tickets.

2.7 Agreement of Participation: Agreement between Organisers and Participant, arisen from the concurrence of wills, attested by the Organisers' receipt of the Application Form filled out and signed by the Applicant, and the subsequent confirmation of participation to This Art Fair, sent by the Organisers to the Applicant by e-mail (allocation letter).

## **3. Participation**

Participation in This Art Fair is only possible upon invitation from the Organisers, and after review of the exhibition programme of the aspiring participant. The Participant must at least meet the following professional criteria:

- is a professional artist, designer, or representative;
- is registered as such at the Chamber of Commerce;
- will submit artwork not older than 2 years

## **4. Registration**

For the application for a stand and the submission of an exhibition programme, accompanied by documentary materials, you must use the form published online. The application form is not a guarantee of participation. Allocation of stands shall take place as described below. The closing date for submission of the Application form is Friday 14 July 2017.

## **5. Stand allocation**

Confirmation of participation and allocation of stand space will take place after approval by the selection committee of This Art Fair. The committee aims to e-mail the artists about their decision by approx. 25 July. The allocation of stands will be communicated by mid-November. Specified preferences for particular stands will be considered as much as possible, but cannot be guaranteed.

## **6. Selection committee**

The exhibition programme will be assessed by a selection committee consisting of artists, gallery owners and curators. The Organisers can in some cases recommend that certain works from the proposed exhibition programme be left out or replaced.

## **7. Location, dates and opening hours**

7.1 This Art Fair 2017 will take place from 27 December 2017 up to and including 30 December 2017.

7.2 Opening hours (to be confirmed) for the public will be from 27 up to and including 30 December 2017.

27 December 6-10 PM

28 December 12 AM -7 PM

29 December 12 AM -10 PM

30 December 12- 7 PM

On 27 December from 2-6 PM a press and VIP preview will take place, followed by an extended evening opening for invited guests and the public.

## **8. Entrance fees**

Entrance fees are set at € 12.50 per person per visit.

## **9. Participants' badges**

Participants' badges are intended for participant and stand staff exclusively. It is not permitted to give the badges to third parties.

## **10. Promotional tickets**

10.1 Individual Participants will receive from the Organisers 10 invitations to the preview. These promotional tickets admit 1 person to the preview of This Art Fair 2017.

10.2 Participants are required to purchase 25 tickets for a reduced price of € 6,84 per ticket (€7,25 per ticket incl VAT). Tickets are valid for 1 person and may be used once on the opening night or any other day of the fair.

10.3 Participants may order additional tickets for the same reduced price.

## **11. Application and stand space**

11.1 The applicant declares to accept all consequences resulting from the signing of the Application form.

11.2 The application shall not give rise to any rights to allocation of stand space.

11.3 In the allocation of stand space the Organisers aim to take into account the Participant's wishes as much as possible, but they do not offer any guarantees.

11.4 The allocation of both stand type and stand place to the Participant is binding to the Participant.

11.5 The rental price per square meter in the open space is set at € 30.00 + the required purchase of 25 tickets for € 171,- (€6,84 each).

The rental price per stand for the individual artist is set at € 379.00 + the required purchase of 25 tickets for € 171,- (€6,84 each).

All prices are excluding 21% VAT and including uniform stand construction.

## **12. Description of uniform stand construction**

Walls, 250/275 cm in height; artist name; fluorescent tube lightning and use of electricity. No changes in height, colour or decorations may be applied to the uniform stand construction without the permission of the Organisers. The walls must be left in good condition. Texts or expressions other than those belonging to the exhibited artworks are not permitted on the walls. The Participant must furthermore comply with all rules and regulations of the Beurs van Berlage.

## **13. Stand**

- Empty packaging material must be placed outside the stand and be removed.

- Supply of the stand takes place during Beurs van Berlage opening hours between 11.15 and 12 AM daily.

## **14. Publicity**

The Organisers will conduct a thorough publicity campaign for This Art Fair.

## **15. Artworks to be exhibited**

15.1 The participants at the stand are responsible for staffing the stand during opening hours and for the full course of the fair.

15.2 The participant himself/herself bears responsibility for transport, delivery and reception of his/her artworks or the artworks supplied for the purpose of his/her participation. The Organisers will not receive any artworks on behalf of Participants and neither will they be in any way responsible for it.

#### **16. Opening and preview**

On 27 December from 2-6 PM a private preview will be organised. The Organisers will invite management and curators from Dutch contemporary art museums as well as institutional collectors (business collectors, institutions, etcetera).

#### **17. Payment obligations**

17.1 The Participant owes participation fees to the organisation. Payment of fees is due after receipt of the invoice. All fees are exclusive of 21% VAT. The applicable time limits are those mentioned in the application form.

50% of fees within two weeks after approval by the selection committee.

50% of fees before 30 October 2017.

17.2 At all times, the factual signatory of the application form remains responsible for payment of the invoice – also in the case of representation.

#### **18. Cancellation and participation by Participant**

Once the application form has been signed, the Participant can no longer cancel his/her participation.

#### **19. Liability**

19.1 The Organisers are not liable for any damages the Participant may suffer through shortcomings of the Organisers in the realization of engagements undertaken between Organisers and Participant, with the exception of damage caused by gross negligence or intentional acts by the Organisers.

19.2 The Organisers only accept liability of the Organisers for damage suffered by the Participant, provided that such imputable shortcomings are covered by their liability insurance.

19.3 In the Beurs van Berlage or adjacent areas, the artworks are for the account and at the risk of the Participant. The Organisers do not take responsibility for insuring them. The Organisers are not liable for damages, from any cause whatsoever, to artworks or persons, caused by or associated with participation in This Art Fair 2017. Neither are Organisers liable for damages to third parties, caused by the use of the stand by Participant or his/her staff.

19.4 The Participant is liable for and must take out adequate insurance against all damages of any kind.

19.5 The Participant shall indemnify the Organisers against all claims that others may assert against the Organisers in connection with any act or omission of the Participant.

#### **20. Disputes / applicable law**

All disputes arising out of or relating to participation in This Art Fair will be submitted to the competent court in Amsterdam. To all such disputes, Dutch law applies.

#### **21. Cross over / Interaction**

We encourage all Participants to engage in interactions with each other and with the public.

#### **22. Time schedule**

Construction of stands (to be confirmed):

24 December 9 AM – 8 PM

27 December 8 AM – 2 PM

Fair days (to be confirmed):

27 December 2-10 PM

28 December 12 AM – 7 PM

29 December 12 AM-10 PM

30 December 12 AM – 7 PM

Dismantling of stands: 30 December 7 PM – 22 PM, 31 December 2017 8 AM – 12 AM.

**Correspondence address**

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