

# MARKET

The Royal Academy of Art, Stockholm, February 19-21 2010

## Application form MARKET *at large*

Last date to apply: December 1, 2009

Company		VAT no			
Address		Postal area code	City/Country		
Contact	Telephone	Mobile phone	Fax No		
E-mail of contact		www-address			
Invoicing address					
<b>Participation fee SEK 7.000 excl. VAT, due to be paid if project is accepted</b>		<b>Artist:</b>  <b>Date of birth:</b>			
<b>ART WORK</b>  <b>Title:</b>  <b>Year:</b>  <b>Material, dimensions:</b>  <b>Technique:</b>  <b>Please enclose any relevant material of presentation.</b>					
<b>Last date of application December 1, 2009. Please be informed that participants are responsible for the realisation of their projects, including necessary legal permits.</b>  This application is binding and we accept the details specified in the enclosed Agreement, according to Appendix 1. City and date _____ Signature _____ Name and gallery _____					
<b>MARKET notes:</b> Ankom: _____ Anm avg bet: _____ Mon hyr bet: _____ Bekräftad: _____ Monternr: _____		<b>Please send your application to:</b> <b>Konstmässan MARKET i Stockholm AB</b> <b>Box 16063</b> <b>SE-103 22 Stockholm, Sweden</b> Email: info@market-art.se		<b>Fee payable to:</b> BG 5098-8120 NORDEA IBAN SE0230000000030401713784 SWIFT NDEASESS	

## **Appendix 1.**

## **AGREEMENT**

### **Konstmässan MARKET i Stockholm AB**

#### **Background**

The MARKET art fair, hereinafter referred to as "MARKET," is organized by Konstmässan MARKET i Stockholm AB, company registration no. 556728-1869. The intention is that MARKET will be a Stockholm art fair with the Nordic region's leading galleries specializing in contemporary art.

#### **1. Qualifications for participation**

MARKET is for galleries based in the Nordic region which hold professional and public-oriented exhibitions and focus on contemporary art. An exhibiting gallery is referred to herein as an "Exhibitor."

#### **2. Application procedure**

2.1 In order to participate in MARKET, the Exhibitor must apply on a special application form within the stated application period. Applications must be accompanied by the application fee stated in the form. Applications submitted after the expiry of the application period and/or which are not accompanied by the required application fee shall not be considered. MARKET shall send a confirmation that an application and accompanying application fee have been timely received.

2.2 The Exhibitor guarantees that information submitted in the application is correct.

2.3 Signed applications sent to MARKET shall be binding upon the Exhibitor and shall constitute an acceptance by the Exhibitor of the provisions of this Agreement.

#### **3. Participation**

The following provisions shall apply to MARKET:

3.1 MARKET shall select Exhibitors by means of a Selection Committee which shall be appointed by MARKET's board of directors. The selection of Exhibitors shall be based on the information submitted by the Exhibitors in their respective applications. The reasons for the selections shall not be stated. Decisions by the Selection Committee may not be appealed.

3.2 The application shall not automatically entitle the applicant to participate in MARKET, nor shall former participants be entitled to participate in MARKET merely by virtue of their previous participation.

3.3 The space leased by the Exhibitor at MARKET may not be assigned, in whole or in part, without MARKET's consent. Exhibitors shall not be entitled, without MARKET's specific consent, to use advertisements or exhibitors not disclosed in the application (commonly referred to as sub-exhibitors) in the leased space.

#### **4. Payment**

4.1 The application fee, booth rent and payment terms and conditions are set forth in the application form.

4.2 The application fee shall be deducted from the booth rent in the event the applicant is selected as an Exhibitor.

4.3 The application fee shall not be reimbursed in the event the applicant is not selected as an Exhibitor.

4.4 After the Exhibitor has been notified that the Exhibitor has been selected, booth rent shall be invoiced stating the due date for payment. Commencing on the due date for payment, MARKET shall be entitled to penalty interest at a rate of interest set forth on the invoice. Upon failure to make timely payment, this Agreement may be terminated and the booth assigned to another applicant.

4.5 Not later than the due date for payment, payment of the invoice amount must be made to **Konstmässan MARKET i Stockholm AB** on the account stated on the application form. The Exhibitor must pay all bank fees relating to payments made from abroad.

4.6 Value added tax at a rate of 25% shall be charged on all payments. (Galleries from other EU countries and countries outside the EU may apply to the Swedish Tax Agency (*Skatteverket*) for reimbursement of VAT, commonly referred to as VAT Reclaim).

4.7 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**

The application shall state the desired size of the booth. MARKET shall determine the size of the booth and the location thereof at MARKET for the Exhibitor. Consideration shall be given, where possible, to the Exhibitor's program for MARKET as set forth in the application. Minor deviations from the booth size decided by MARKET may occur. In order to comply with security and fire regulations, changes may be made to booth allocations and the layout of the fair.

## **6. Termination of the Agreement**

6.1 MARKET shall be entitled to terminate this Agreement with immediate effect in the event the Exhibitor materially breaches the Agreement. Upon termination of the Agreement, the Exhibitor and its personnel shall be expelled from MARKET. The Exhibitor shall not be entitled to reimbursement of fees paid or to any damages as a consequence of termination of the Agreement or expulsion from MARKET.

6.2 The Agreement may be terminated immediately upon breach by the Exhibitor of sections 7.2 and 7.3 below.

6.3 Fees paid by the Exhibitor pursuant to this Agreement shall not be reimbursed upon termination of the Agreement.

## **7. Exhibited artwork and booth presentation**

7.1 The Exhibitor guarantees the authenticity and stated provenance of exhibited artwork.

7.2 Any artwork deemed by MARKET to be unsuitable from a safety point of view may not be exhibited. 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 noncompliance with regulations or failure to acquire necessary permits. In such cases, the Exhibitor shall compensate MARKET for any expenses incurred.

7.3 Only artwork 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.

In the event the Exhibitor fails to notify MARKET of substantial changes in relation to the application, the artwork 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.

## **8. Staffing of booths, installation and removal**

8.1 The Exhibitor shall staff the booth with the Exhibitor's personnel during public opening hours and during the events conducted together with MARKET.

8.2 The Exhibitor's booths must be completely installed in time for MARKET's press show. Removal of booths may not commence prior to closing on the last day of MARKET.

8.3 Use of technical equipment, sound and lighting systems, conduct and performances which may disturb visitors and other Exhibitors must be approved in advance by MARKET.

8.4 Re-hanging and installation work may not be carried out during MARKET's public opening hours.

8.5 The Exhibitor shall have access to MARKET every day 60 minutes prior to the opening of MARKET to the public. Access for re-hanging or suchlike outside these hours must be agreed upon with MARKET.

## **9. Marketing**

9.1 Oral and written marketing by the Exhibitor must be reliable and compatible with the Swedish Marketing Practices Act.

9.2 Advertising set ups, signs and other displays outside of the booth shall be subject to MARKET's approval. Within the fair area, the Exhibitor shall not be entitled to display signs referring to exhibits outside the area without approval from MARKET's management.

## **10. The booths and walls**

10.1 Fixed building components may not be damaged (nailing, painting, etc.).

10.2 Booths shall be provided with walls painted white. Repainting of walls or parts of walls must be approved by MARKET in advance. MARKET shall state the type of paint which may be used. Restoration of booth walls to their original condition shall be carried out by MARKET at the expense of the Exhibitor.

10.3 Each booth shall be supplied with one 220V, 10A electrical outlet. Applications for additional electricity must be submitted in good time prior to MARKET. MARKET shall determine if such as possible. Connection of electricity may not be carried out by any party other than MARKET. Authorized personnel approved by MARKET shall be responsible for all electrical installation within the fair area.

10.4 The Exhibitor shall be responsible for absolute compliance with the rules established by MARKET regarding maximum floor loads.

10.5 Within the fair area, the Exhibitor shall comply with MARKET's regulations and any security regulations issued by authorities.

## **11. Security**

11.1 The Exhibitor shall be responsible for the security at its own booth. Special security may only be used in consultation with MARKET. All costs for special security shall be borne by the Exhibitor.

11.2 MARKET shall be responsible for security at entrances and exits during MARKET's public opening hours and events.

## **12. Insurance, etc.**

12.1 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.

12.2 MARKET shall not be liable for damage to, theft or loss of, artwork or other property during MARKET and assumes no responsibility for any items displayed.

12.3 The Exhibitor shall be liable for losses caused by the Exhibitor's personnel, installation technicians and subcontractors.

## **13. Cleaning**

13.1 MARKET shall be responsible for cleaning public areas. The Exhibitor shall be responsible for cleaning the Exhibitor's booth.

13.2 Packaging and packing crates shall be disposed of by the Exhibitor or placed at a location designated by MARKET.

#### **14. Exhibitor ID cards**

The Exhibitor shall receive, free of charge, not more than five Exhibitor ID cards for personnel working in the booth. The Exhibitor ID cards shall be personal and may only be used by the Exhibitor's personnel. Exhibitor ID cards must be worn during installation and removal and shall be stored in a secure manner.

#### **15. Free tickets**

The Exhibitors shall receive 10 free tickets each of which shall be valid for one admission per person.

#### **16. Press work**

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.

#### **17. 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.

#### **18. 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.

#### **19. Force majeure**

MARKET disclaims any 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, actions of state or 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.

#### **20. Miscellaneous events**

The Exhibitor shall not be entitled to reimbursement of any fees paid or any damages in the event heating, electricity or water supply are restricted as a consequence of circumstances beyond MARKET's control.

Stockholm, June 2009

Konstmässan Market i Stockholm AB