

AAF NYC 2010

Fair dates: September 29-October 3, 2010

Exhibition Application & Terms/Conditions



Gallery Name _____ Gallery Website _____

Address _____ City _____ State _____ Zip _____ Country _____

Gallery Tel: _____ Gallery Fax: _____ Gallery Email: _____

Contact Person: _____ Contact Tel: _____ Contact Email: _____

Debit/Credit Card Authorization for the \$50.00 (USD) application fee.

Gallery Name _____ Card Holder's Name _____ Signature _____

Credit Card Number _____ Exp Date _____ Security Code _____

Billing Address _____ City _____ State _____ Zip _____ Country _____

Booth Selection: Please indicate your 1st and 2nd choice for booth size.

___ 120 sq. ft. \$5,640	___ 160 sq. ft. \$7,520	___ 180 sq. ft. \$8,460	___ 200 sq. ft. \$9,400	___ 240 sq. ft. \$11,280	___ 280 sq. ft. \$13,160
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Application Checklist: Please be sure to submit a PC compatible CD or DVD along with this completed Application form. Materials may be mailed to Ramsay Fairs at the below address. For any questions please call +1 212 255 2003. *Please note these materials will not be returned.*

- Completed application form with credit card details for the \$50 application fee
- A list of proposed artist(s) for exhibition
- Three images and a bio for each of the proposed artists
- 2010/2011 Gallery exhibition schedule
- Three art fair booth or gallery installation images
- A list of fairs participated in within the past two years if applicable.

Please note, should you be accepted as an exhibitor for AAF NYC FALL 2010 (Sep 29-Oct 3) you will be notified directly by fair management. At that time, you will be asked to choose your payment plan option based on the below schedule.

- HALF** - 1/2 due within 10 days of receipt of invoice, balance due Wednesday, August 25, 2010. *Exhibitors who choose this option will be allowed to choose their booth location, based upon availability.*
- THIRDS** - 1/3 due within 10 days of receipt of invoice, 2nd payment due Wednesday, June 23, 2010, and balance due Wednesday, August 9, 2010.

TERMS AND CONDITIONS

1 DEFINITIONS

1.1 In these Terms and Conditions, the following words will have the following meanings: "Booth Rental Agreement" refers to the Booth Rental Application and Agreement form, together with the Terms and Conditions set forth herein; "Exhibition" means the AAF NYC exhibition referred to in the Booth Rental Application and Agreement form; "Fee" means the aggregate amount to be paid by the Exhibitor to the Organizer for the Space as shown on the Booth Rental Agreement; "Exhibitor" means the company, person, organization or other entity identified in the Booth Rental Agreement as the party making the application for Space at the Exhibition; "Exhibition Manual" means the handbook produced by the Organizer containing such regulations as may be deemed reasonable to the Organizer relating to the Exhibition, the Venue and the Exhibitor's attendance and conduct at the Exhibition; "Organizer" means Ramsay Fairs LLC and its successors and assigns; "Space" means the area of the floor space at the Exhibition licensed by the Organizer to the Exhibitor; "Booth" means any structure, platform or other erection located in the Space for the Exhibitor's purposes at the Exhibition; "Terms" means these terms and conditions together with the contents of the Exhibition Manual; and "Venue" means the events location where the Exhibition takes place;

1.2 References to Clauses shall be to clauses of these Terms.

2 AGREEMENT

2.1 These Terms shall govern the provision of the Space by the Organizer to the Exhibitor to the exclusion of any other terms and conditions.

2.2 A binding contract is formed between the Exhibitor and the Organizer immediately upon the Organizer's written acceptance of the Booth Rental Application and Agreement.

2.3 Except as otherwise stated herein, these Terms shall not be modified unless in writing signed by the party to be bound.

3 FEE

3.1 The Exhibitor shall promptly pay the Fee by installments (if any) as shown on the Exhibitor Application Form.

3.2 The Exhibitor shall in addition to the Fee promptly pay any additional charges relating to the Exhibitor's participation in the Exhibition in accordance with the Exhibition Manual or in respect of all goods and services supplied at the request of the Exhibitor.

3.3 The Fee is payable without any deduction, withholding or set-off whatsoever.

3.4 If the Fee is not paid when due in accordance with the Exhibitor Application Form, then without prejudice to the Organizer's other rights or remedies:

3.4.1 Exhibitor shall be liable to pay interest on the overdue amount at an annual rate of 9%, such interest to accrue daily from the date on which payment becomes overdue until the date the payment is made; and

3.4.2 Exhibitor shall be liable for the Organizer's reasonable costs of collection and recovery of amounts due, including but not limited to full reimbursement of reasonable attorneys fees and disbursements basis before and after commencement of legal proceedings.

4 CANCELLATION AND REDUCTION OF SPACE

4.1 Subject to this Clause, the Exhibitor may, by notice in writing delivered to the Organizer by recorded delivery to the Organizer ("the Cancellation Notice"), cancel its booking and reduce the Fee in accordance with the schedule set forth in Clause 4.4. below. The parties agree that Organizer is irreparably harmed by cancellations and may incur printer's fees, problems with catalogs, loss of revenue, mitigation costs and loss of prestige by cancellations. Exhibitor acknowledges that Organizer "curates" the entire exhibition to try to ensure a diversity of offerings to make each Exhibitor's experience valuable, so finding suitable replacements is difficult. Since such damages are difficult to calculate, the parties agree that the schedule set forth in Clause 4.4 is a reasonable measure of such damages and is fair.

4.2 Subject to this Clause, the Exhibitor may, by notice in writing delivered to the Organizer by overnight mail (such as Federal Express) ("the Reduction Notice"), apply to reduce the size of the Space. The Organizer shall, in its sole discretion and without assigning any reason, elect whether or not to accept the Reduction Notice.

4.3 In the event that the Organizer accepts the Reduction Notice, the booking of such Space the subject of the Reduction Notice shall be deemed to be cancelled and liquidated damages (and not penalty) by way of cancellation fees shall be payable by the Exhibitor in accordance with Clause 4.4.

4.4 Upon cancellation in accordance with Clause 4.1 or reduction of the Space in accordance with Clause 4.2, the cancellation fee payable by the Exhibitor to the Organizer will be as follows:

<u>Cancellation Date</u>	<u>Cancellation Fee</u>
Within ten business days of acceptance	Entire Fee Waived
On or before April 29, 2010	35% of the Fee
Between April 30 and May 31, 2010	50% of the Fee
Between June 1 and June 30, 2010	80% of the Fee
From July 1, 2010 on	100% of the Fee

4.5 Upon accepting the Cancellation Notice or Reduction Notice, the Organizer may resell or re-allocate the cancelled Space, without any obligation to refund any cancellation fees to the Exhibitor for the income from reselling or re-allocating the cancelled Space.

5 OCCUPATION OF SPACE

Exhibitor shall occupy the whole of its allocated Space at the commencement of the Exhibition and for the entire duration of the opening hours of the Exhibition. No Exhibitor may share or sublet a booth either partially or entirely without written permission of Ramsay Fairs LLC Management. Decisions regarding the approval of shared booths rest solely with Ramsay Fairs LLC. Exhibitors sharing booths will be joint and severally liable to Ramsay Fairs LLC. The Exhibitor shall occupy the Space as Organizer's licensee, shall obtain no right of exclusive possession or occupation, and shall obtain proprietary interest in the Space. The Exhibitor's Booth shall be constructed in accordance with regulations set out in the Exhibition Manual. The Exhibitor shall comply with all instructions of the Organizer and/or its agents in respect of Booth construction.

The location of the Space shall be provisional and subject to change prior to the Exhibition. The Organizer shall be entitled to relocate the Exhibitor's Space at any time prior to the Exhibition and, if necessary, reduce the Space allocated provided that a pro-rata reduction of the Fee is granted to the Exhibitor pro rata to the reduction of the Space. The Exhibitor shall vacate the Space at the end of the period of the Exhibition or otherwise in accordance with the Organizer's request. In the event that the Exhibitor fails to vacate the Space, it shall indemnify and keep indemnified the Organizer against any losses costs incurred as a result of the Exhibitor's failure to vacate.

6 EXHIBITOR'S OBLIGATIONS

The Exhibitor shall not supply from the Booth or elsewhere at the Exhibition any food, drink or tobacco. At the Exhibition the Exhibitor shall only conduct its business from the Booth and may not display or distribute its promotional publication or article of any kind other than from the Booth. The Exhibitor shall observe and comply with the Exhibition Manual at all times. The Exhibitor shall comply with and observe all laws and regulations relevant to its use of the Booth during the Exhibition, including but not limited to the house rules of the Venue and intellectual property laws. The Exhibitor shall indemnify the Organizer and hold the Organizer harmless against all loss, damages, claim and costs, including reasonable attorneys fees resulting from the Exhibitor's use of the Space and the acts and omissions committed by the Exhibitor and its agents, servants and invitees.

7 LIABILITY AND INSURANCE

7.1 Subject to Clause 7.3, the Organizer shall not be responsible for:
7.1.1 the theft, damage and safety of all goods, decorations and other items brought into the Venue by the Exhibitor, its agents, employees or sub-contractors; or
7.1.2 the supply to the Exhibitor of any goods or services any third parties at the Exhibition, including the operator and owner of the Venue, designated contractors and the Organizer's contractors.
7.2 Although all reasonable precautions shall be taken, subject to Clause 7.3. the Organizer's liability shall be limited as follows:
7.2.1 the Organizer's maximum aggregate liability under or in connection with these Terms shall not exceed the total amount of the Fee actually paid by the Exhibitor; and
7.2.2 the Organizer shall not be liable for any loss of income or profits, loss of contracts or for any indirect or consequential loss or damage of any kind howsoever arising.
7.3 Nothing in these Terms shall exclude or in any way limit the liability of the Organizer in a manner contrary to law.
7.4 The Organizer shall not be liable for any delay or damage or loss caused by any act of God, terrorist activity, political unrest, riot or other event, fact or circumstance beyond the Organizer's reasonable control.
7.5 The Exhibitor shall take out and maintain adequate insurance which shall not entitle the insurers to exercise any subrogation rights against the Organizer and the Exhibitor shall on demand provide sufficient evidence of such insurance to the Organizer. Without prejudice to the foregoing provisions in this Clause 7, in the event of the Organizer having any liability, the claimant shall first of all recover or procure to be recovered the money payable by the insurers under the insurance policies between the insurers and/or all relevant parties relating to the subject matter or event from which the Organizer's liability arises and the claimant's claim against the Organizer is limited to the extent that the money paid and/or payable by the insurer under such insurance policies is not sufficient to reasonably compensate the claimant.

8 TERMINATION

8.1 The Organizer may terminate this agreement forthwith by notice in writing to the Exhibitor or exclude the Exhibitor from the Exhibition, if the Exhibitor:
8.1.1 commits a material or persistent breach(es) of any these Terms and, having received from the Organizer a notice giving full particulars of the breach(es) and requesting that the same be remedied, has failed to remedy such breach(es);
8.1.2 becomes insolvent, enters into liquidation or bankruptcy, passes a resolution for its winding up, has a receiver or administrator appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt; or
8.1.3 ceases, or threatens to cease, to carry on business; and
8.1.4 in the course of preparation for the Exhibition or during the Exhibition, acts in violation of law, including but not limited to performing any act or committing any omission which is or is likely to be in violation of the intellectual property rights of third parties.
8.2 In the event that the Organizer exercises its right to terminate this agreement, the license by the Exhibitor over the Space will cease and the Exhibitor shall pay to the Organizer liquidated damages (and not as penalty) as follows:

<u>Date of Termination</u>	<u>Liquidated Damages Amount</u>
Within ten business days of acceptance	Entire Fee Waived
On or before April 29, 2010	35% of the Fee
Between April 30 and May 31, 2010	50% of the Fee
Between June 1 and June 30, 2010	80% of the Fee
From July 1, 2010 on	100% of the Fee

8.3 The Organizer shall be entitled to remove any person or thing or exclude the Exhibitor from the Venue in the event that the Organizer considers such removal or exclusion to be in the interests of the Exhibition, the Venue or the other exhibitors or visitors at the Exhibition. In such event, the Fee shall be forfeited to the Organizer as liquidated damages (and not as penalty).

9 COMPLIANCE WITH LAWS AND REGULATIONS

9.1 The Exhibitor shall comply with all applicable laws, regulations and codes of practice relating to the Exhibition and the Exhibitor's attendance at the Exhibition, including without limitation, all local laws and fire and safety regulations, the rules and regulations set out in the Exhibition Manual and any additional rules imposed by the operator or owner of the Venue or the government.
9.2 All materials used for building, decorating and covering the Booth or forming part of the Booth must be inflammable.
9.3 No explosives, detonating or fulminating compounds or other dangerous materials shall be brought into the Exhibition by or on behalf of the Exhibitor.

10 LAW AND JURISDICTION

10.1 These Terms shall be governed in all respects by the laws of New York and the courts of New York shall have exclusive jurisdiction to deliberate any disputes between the parties.

11 NOTICES

11.1 Save in relation to Clause 4, all notices and other communications served pursuant to or in connection with these Terms shall be sent by first class post, airmail, courier or fax to the address as specified in the Booth Rental Agreement for each party or to such other address as either party may notify for such purpose.

11.2 Subject to Clause 4, notices shall be deemed served in accordance with the following;

11.2.1 if sent by first class post to an address within New York, two working days after posting and if sent elsewhere, seven working days after posting;

11.2.2 if sent by courier or overnight mail, on confirmed delivery; or

11.2.3 if sent by fax, on confirmation of transmission.

11.2.4 Service of process. In the event of a legal dispute, the parties consent to accept service of process by overnight mail service such as FEDEX and stipulate that proof by a tracking number to the relevant address is such service shall constitute proof of good and valid service on the date delivered.

12 GENERAL

12.1 The failure of either party to enforce any terms of or right arising pursuant to these Terms does not constitute a waiver of such term or right and shall in no way affect that party's right later to enforce or exercise the term or right.

12.2 The invalidity or unenforceability of any term of or right arising pursuant to these Terms shall not adversely affect the validity or enforceability of the remaining terms and rights.

12.3 These Terms constitute the entire agreement between the parties with respect to its subject matter and supersedes any prior agreement, or arrangement between the parties, whether oral or in writing, with respect to the same. No representation, undertaking or promise whether, without limitation, relating to location of the Space, visitor or exhibitor attendance figures or otherwise, shall be taken to have been given or be implied from anything said or written in communications between the parties prior to these Terms, except as set out herein. Neither party shall have any remedy in respect of any untrue statement made to it upon which it has relied in entering into these Terms (unless such untrue statement was made fraudulently) and that party's only remedies shall be for breach of contract as provided in these Terms.

12.4 Subject to the definition of "Organizer" pursuant to which it is intended to confer a benefit on the named third parties, nothing in these Terms shall confer on any third party any benefit or right to enforce any of the Terms whether pursuant to any statute or otherwise.