

## Participation Terms and Conditions

Organizer: AFS Art Fair Services UG

Leipziger Vorstadt 14

04523 Pegau, Germany

Represented by managing director Alesia Elian, hereafter referred to as "organizer"

### I. Fair

The organizer hosts the Kunstmesse Leipzig, a fair for contemporary art, hereafter referred to as "fair". The fair aims to offer a platform for artists, galleries, and project groups in order to generate interaction with collectors, museums, and the general public. Furthermore, artists shall be enabled to present their artistic positions in an appropriate setting.

The fair is to represent current developments of contemporary art on a high artistic level.

The fair takes place in Leipzig each year and is directed by Alesia Elian.

### II. Registration

An open call is issued for participation in the fair. Artists, project groups, and galleries are free to participate regardless of academic background, gallery representation, etc.

In order to participate, applicants must send in the completed and signed application form (registration form). By signing and submitting the form, applicants accept the participation terms and conditions as legally binding.

The submitted data will be automatically stored and, if necessary, transmitted to third parties in order to fulfill the contract. The regulations of the Federal Data Protection Act of the Federal Republic of Germany apply.

The application is binding regardless of admission. Any modification of the registration form (e.g. adding special conditions) will void the registration.

Listing of exhibition objects: During registration, all exhibiting artists and all objects to be exhibited must be listed in full. You declare your readiness to participate in the fair by sending the completed application form (registration form). By submitting a legally binding acceptance of the conditions of participation takes place. Designation of the exhibit: In the context of the registration both the exhibiting artists must be specified, as well as the exhibited works. The fair is aimed to freelance artists and not to private individuals. By submitting the registration / application form, you confirm that you are a freelancer and not a consumer. As part of the Open Call, up to April 30 2020, you will receive 10% "early bird discount".

### III. Admission

III.1 The organizer is not obligated to accept all applicants to the fair.

In order to ensure high artistic standards, a selection process will take place, i.e. a jury and the fair curator will decide which artists and exhibition objects best meet the requirements of the fair. No applicant is legally entitled to be admitted. Should the number of applications fulfilling the fair profile exceed the available exhibition space, the jury will select participants whose works best represent the main aims of the fair. During the admissions process for galleries and project groups, the jury reserves the right to only admit selected artists listed on the application form. Artists and/or works of artists not listed on the application form will not be admitted.

III.2 The organizer is not liable for any damages and/or costs incurred by applicants during the registration process or as a result of denied applications.

III.3 Contractual relationship

With the receipt of an admission letter, the contract will have become binding for both

parties. Admissions will be processed in a timely manner after applications were evaluated by the jury. The contract is valid until the exhibition booths have been disassembled and the exhibition areas have been cleaned and returned – pending inspection – to the organizer or one of her representatives. The contract ends no later than at 11:59 p.m. of the last day of the fair.

III.4 Insofar as you have not fulfilled your contractual obligations to the Organizer at all or not in time, the Organizer reserves the right to exclude the event. If you fall into arrears with a payment longer than 14 days, the further processing of claims takes place by Creditreform. Please note that this is associated with additional costs for you.

III.5 Should the terms of admission differ from the registration information, the contract will be issued in accordance with the admission, unless a letter of objection is received within 14 days after the notification.

This also applies in cases when a change of time and/or venue is necessary and deemed reasonable.

In these cases, applicants will receive a notification of change instead of a letter of admission from the organizer.

#### IV. 1. Exhibition booth/ presentation area

The organizer will provide exhibition booths/ presentation areas for the duration of the fair. The dimensions of the allotted space will be listed in the admission letter and usually correspond to the size requested during registration. The rent for the exhibition booth/ presentation area will be based on the size of the area assigned during admissions. However, the actual size of the exhibition booth/ presentation area may be up to 15% smaller or indefinitely larger than the assigned area. Exhibitors will receive a floor plan with marked exhibition booths/ presentation areas in a timely manner. Pillars, installations, protrusions, etc. are part of the exhibition booth area and as such do not warrant a participation fee reduction.

2. The organizer will assign exhibition booth areas based on the registered exhibition objects' relevance to the exhibition themes of the fair.

Exhibitors cannot claim specific areas or subareas of exhibition space during the fair.

In the exceptional case of necessity, the organizer reserves the right to allot exhibition spaces other than those previously assigned during admissions. Additionally, changes to the size and dimensions of exhibition areas may apply, entrances and exits may be moved or closed, and other architectural changes to the exhibition space may be carried out. The exhibitor is exempt from deriving any rights against the organizer as a result of these changes. In the event that these changes lead to a decrease of available exhibition space, the exhibitor will be reimbursed for the corresponding portion of the rent.

3. Should it not be possible to make the exhibition space available to the exhibitor for reasons beyond the control of the organizer, the exhibitor will be notified immediately. In this case, the participation fee will be reimbursed in full.

4. No additional compensation claims will apply in this case.

Any complaints must be submitted immediately and in writing, and must be received during the duration of the fair. Claims received after the fair will not be considered by the

organizer.

#### V. Withdrawal from contract

1. The organizer reserves the right to withdraw from the contract in case of good cause, such as:

- In the event that insolvency proceeding have been initiated with respect to the assets of the exhibitor or such proceedings are dismissed due to lack of assets
- Should the organizer not have received the necessary legal permissions for the fair for reasons beyond her control
- Should the realization of the fair, in full or in part, not be possible due to reasons beyond the organizer's control
- In the event of the exhibitor's repeated refusal to follow the organizer's instructions during the duration or the set-up/ disassembly phase of the fair
- Should the exhibitor repeatedly and despite warning display artists and/ or works of artists that have not been approved by the jury during admission

2. The exhibitor must notify the organizer immediately in the event that insolvency proceeding have been initiated with respect to the assets of the exhibitor or such proceedings are dismissed due to lack of assets.

3. After the admission process has been completed and a down payment has been received, the exhibitor may no longer withdraw from the contract.

In exceptional cases, the organizer may allow the exhibitor to withdraw from the contract, provided that the respective exhibition area can be rented out for other purposes during the fair.

In this case, the organizer reserves the right to charge a flat fee of 25% of the originally agreed upon participation fee to cover any resulting costs.

Should the resulting costs be lower, the exhibitor may present proof in order to lower the flat fee. This does not affect the exhibitor's liability for any incurred media costs and/or costs incurred from the use of third party services.

The usage of exhibition space by a previously admitted exhibitor (swap of exhibition space) does not constitute renting-out the exhibition space for other purposes.

4. Should the exhibition space assigned to the exhibitor not be claimed at the beginning of the fair's set-up phase, the organizer will issue a reminder asking the exhibitor to claim the space in a timely manner. Should the space remain unclaimed after the deadline given in the notification, the organizer reserves the right to withdraw from the contract, in which case the exhibitor will be held liable for non-fulfillment of the contract.

Additionally, the exhibitor is solely responsible in case of the following scenarios:

- The works to be displayed during the fair cannot clear customs due to laws and/or restrictions prohibiting entry into the country of venue, or due to other reasons
- The works registered and approved to be displayed during the fair arrive late, damaged, or not at all at the venue (including loss, transportation delays or customs issues)
- Travel issues delay or prevent the arrival of exhibitors and/or their employees due to visa problems, air travel issue etc.

In such cases, the exhibitor must pay the full participation price and agreed-upon fees.

## VI. Exhibition/ booth area set-up and disassembly

1. Set-up of the exhibition booths by the exhibitors will take place exclusively on the first day of the event between 12am and 5pm.

Disassembly of the booths will take place after the fair, no sooner than on the last day of the event between 7pm and midnight.

Sufficient basic lighting of the exhibition halls will be provided. Exhibition lighting can be provided for an additional fee.

Additional technical services, such as the installation of electricity, water, fuse elements, the provision of additional staff etc. can be requested by submitting a separate order form to the organizer. Additional charges will apply for these so-called additional services, which must be ordered at least 4 weeks before the fair.

Cancellations of ordered additional services must be received in writing at least 2 weeks before the event.

Exhibitors are not permitted to bring their own lighting elements or movable walls.

Please contact the organizer for a list of additional services, such as additional lighting, electrical connections, additional dividing/ exhibition walls, etc. and the respective pricing information. Whenever VAT applies, it will be charged and separately listed.

### 2. Booth set-up and design

Set-up and design of booths must adhere to legal requirements as well as the terms and conditions of participation. Emergency exits may not be blocked at any time.

Should you wish to employ third parties for the set-up of your booth in the exhibition halls, a separate permission by the organizer is required.

### 3. Staffing of booths during the fair

All presentation areas (booths) must be staffed and must contain all registered exhibition objects during the entire duration of the fair.

The organizer reserves the right to request the removal of exhibition objects that could pose a disturbance or constitute a safety risk for visitors and/or exhibitors due to appearance, odors, noises, etc.

Additionally, the organizer reserves the right to request the removal of works that have not been properly registered to be displayed and/or admitted by the jury.

### 4. Legal requirements

The exhibitor is solely responsible for the compliance with all legal requirements of the hosting country. Should the exhibitor fail to do so, the organizer may request immediate corrective measures.

Should the exhibitor fail to comply, the respective exhibition pieces may be removed at the risk and expense of the exhibitor. Additionally, the exhibitor's booth may be closed without this action resulting in any legal claims against the organizer.

### 5. Additional responsibilities of the exhibitor

All design measures must be cleared and approved by the organizer in advance.

The layout and design of the presentation areas must adhere to all legal requirements and all construction guidelines provided by the renter of the exhibition area.

In case of violation, the organizer may remove and/or alter exhibition pieces in order to comply with said requirements.

It is not permitted to display collections of large, bound plates on the floor, on radiators, etc.

## 6. Viewing of presentation areas before the fair

The organizer, jury, and curator may demand to view the presentation area before the opening of the fair to ensure the exhibitor's adherence to all conditions listed under and following VI.

## 7. Disassembly

After disassembly, the exhibitor must return the exhibition area to the organizer in the same condition it was in before set-up. Failure to comply may result in the exhibitor being charged additional fees for deconstruction, repair work, waste disposal etc.

## VII. Participation costs, additional costs, and conditions of payment

### 1. The participation fee depends on the allotted booth/ exhibition space:

Booth with 10 m2 exhibition space : EUR 1,495.00

Booth with 20 m2 exhibition space: EUR 2,990.00

Booth with 30 m2 exhibition space: EUR 4,485.00

You have the possibility to pay the registration fee in up to 3 installments:

For early registration and admission, the following payment terms apply: 1st installment until

31.03.2019 2nd installment until 30.06.2019 3rd installment until 30.09.2019

If you register later, you can pay in 2 installments: 1st installment until 30.06.2019 2nd installment until 30.09.2019

Please note when registering for a registration in the period from 01.09.2019 a payment in installments of the participation fee is not possible.

Of course, you can also pay the registration fee in a sum.

All prices are subject to 19% VAT as declared on the invoice.

The participation fee includes:

- Use of the exhibition space for the duration of the fair and the duration of setup/ disassembly
- All utility costs for the exhibition area (lighting, electricity, water, trash disposal etc.)
- Security personnel costs
- Printing and publication costs for the exhibition catalogue (each exhibitor will receive 5 free copies), provided that the necessary text and photo data is made available to the organizer
- Advertising costs for the fair (internet, newspapers, journals etc.)

2. The participation price must be paid in full by the payment date given on the invoice. The funds are to be paid via bank wire (account details will be provided).

In order to ensure that your payment is received in time, please consider the processing times for wire transfers. The payment must be received by the due date.

3. The calculation of the exhibition space size does not include any pillars,

installation outlets, protrusions, or other architectural deviations. Such deviations do not warrant a reduction of the participation fee or any other costs.

4. Additional taxes may apply to all listed net prices.

5. In case of unexpected cost increases (such as higher production costs, salaries, fees etc.), the organizer reserves the right to charge a portion of the respective increase in addition to the participation fee.

Should such an increase in fees exceed 10% of the participation price, the exhibitor may withdraw from the contract within 14 days.

6. The exhibition space may only be used after all fees have been paid in full. In case of delayed payment, default interest applies in the amount of 8 percentage points above the basic rate of interest in accordance with German bank law.

In this case, section III.3 of these conditions remains valid, allowing the organizer to terminate the contract and demand the exhibitor to pay 25% of the participation fee to cover any damages. This also applies if the exhibition space in question can be rented out to another party.

7. Lien Until all outstanding payments have been settled, the organizer reserves the right to seize the exhibitor's assets by impounding exhibition objects.

8. Currency of payment

As all service fees are calculated in EUR, invoices must be paid in EUR, as well.

9. Any concerns or objections regarding invoices are to be put in writing and must be delivered to the organizer within 14 days after the invoice has been received. Any complaints received after this time span cannot be considered.

10. Should the exhibitor request that the invoice be delivered to a third party, said exhibitor remains the sole contractual partner and is thus fully responsible for the timely fulfillment of all payment obligations.

VIII. Groups and collective booths, other represented companies, co-exhibitors

1. The exhibition area is only rented as a whole to a single contractual partner.

2. Should an exhibitor wish to share the space with a co-exhibitor or another company, permission must be obtained from the organizer in writing. Should the organizer allow co-exhibitors to display their own objects/use their own personnel, the exhibitor may be charged additional participation fees. Further additional costs may apply.

3. In case of other companies/co-exhibitors being permitted to use the booth, the terms and conditions of participation apply to each individual company/ exhibitor. During the registration process, a common representative must be named if exhibition space is to be jointly used.

#### 4. Liability:

In case of approved joint usage, all companies/exhibitors of the booth are jointly liable for the payment of participation fees and additional costs, as well as for the fulfillment of all legal responsibilities.

The contractual agreement remains limited to the exhibitor and the organizer, even in case of approved joint usage of a booth. Consequently, the exhibitor can be held liable for any negligence of co-exhibitors.

#### IX. Banning

The organizer reserves the right to ban anyone from the event location during the fair and during the time of set-up and disassembly.

#### X. Damages

The organizer cannot be held liable for any damages resulting from normal wear and tear, force majeure, improper or negligent usage, overuse, law violations, or failure to follow operating instructions.

## XI. Liability / Insurance

- The organizer is not liable or responsible for exhibition objects, the equipment of the booth, and any property belonging to the booth personnel.
- It is the responsibility of the exhibitor to insure exhibition objects, equipment, and other property against loss and damage during the duration of the fair. Upon request, proof of insurance is to be made available to the organizer.
- Any security measures taken by the organizer do not exempt the exhibitor from the obligation to insure all property and objects against possible dangers. Legal regulations regarding the burden of proof apply. Liability claims resulting from deliberate and/or gross negligence remain unaffected by this clause.
- The exhibitor can be held liable by the organizer for any damages resulting from the actions of the exhibitor, as well as the exhibitor's personnel and/or any third parties.
- The organizer's liability for damages relating to health, injury, and loss of life is restricted to the scope of legal obligations. The organizer is not liable for any claims resulting from damage, unless the damage was caused deliberately or as a result of gross negligence by the organizer.
- These limited liability regulations apply to all institutions, personnel, and employees hired by the organizer to fulfil the responsibilities and rights outlined in this agreement.
- All compensation claims are limited to the so-called typical predictable damage.
- The organizer is liable for all damages resulting from violations of essential duties outlined in this agreement. This only includes duties that are indispensable for the fulfillment of the contract.
- Force majeure: Should the organizer be forced to clear the exhibition space or portions thereof temporarily or permanently for reasons beyond her control, or should such reasons necessitate the postponing, shortening, or prolongation of the fair, no liability claims can be brought forth against the organizer by the exhibitor.
- Regardless of the limited liability regulations outlined in this agreement, the organizer can only be held responsible for damages in case of culpability of the organizer.
- Should the acquisition of specific objects be contractually regulated, the exhibitor assumes the risk of such acquisitions, unless otherwise stated in the agreement.

## X. Security measures

During the duration of the fair and the set-up disassembly phase, the organizer is responsible for the observance of fire safety regulations. Consequently, smoking and open fire are strictly prohibited for the entire duration of the fair and the setup/disassembly phase.

Exceptions are limited to designated areas.



## XII. Limitation period

All claims against the organizer resulting from this contractual agreement, as well as all subsequent claims, are subject to a limitation period of one year, except in cases of laws mandating a shorter limitation period and/or claims resulting from deliberate acts of the organizer.

Longer limitation periods may apply, in accordance with the law, to cases of tortious acts, malicious intent, etc.

The limitation period starts at the end of the month of the last day of the fair.

## XIII. Place of performance/ Jurisdiction

- The place of performance is Leipzig, Germany (organizer's place of business).
- The place of jurisdiction is Leipzig, Germany.
- The organizer reserves the right to assert claims at the location of the exhibitor's place of business.
- German law applies to all legal relations between the contractual parties. Furthermore, the German version of this agreement is legally binding. This agreement also includes the site regulations for the fair.
- The contractual language is German.

## XIV. Final provisions / Severability clause

- The exhibitor is required to be knowledgeable of and adhere to all valid German laws and regulations.
- By signing the registration form, the exhibitor agrees to the Participation Terms and Conditions and any additional provisions pertaining to the contractual agreement.
- Should any individual provision in this agreement be or become invalid or incomplete, either in part or in full, the validity of the remaining provisions will not be affected. In this case, the invalid or incomplete provision will be replaced by a provision that is as close as possible in purpose to the invalid provision.
- Any changes to this contract and the provisions outlined therein must be put in writing, including any amendment of the written-form requirement itself.
- It is the sole responsibility of each Participant / Exhibitor to comply with all applicable laws, regulations and other relevant regulations in the host country and to obtain timely information and to obtain the necessary knowledge. The conditions of participation are valid with the sending of the registration form as binding, as well as all further regulations concerning the contractual relationship.
- Place of jurisdiction: Leipzig, Germany.