

art la

Application Form

January 23 - 25, 2009

artfairs<sup>inc.</sup>

Gallery Name

Contact Person

Contact Person's E-mail

Street Address

City, State, Zip/Postal Code, Country

Telephone

Facsimile

Website

E-mail

Please indicate the type of art you are planning to exhibit:

Painting

Sculpture

Works on Paper

Other

Video

Installation

Photography

#### Booth Size Request:

Size	Dimensions	Square Feet	Square Meters	Price	Deposit
<input type="checkbox"/> Small	12'x12'	144 sq.ft.	13.38 sq.mt.	\$5,000	\$2,000
<input type="checkbox"/> Medium	12'x18'	216 sq.ft.	20.00 sq.mt.	\$7,500	\$2,000
<input type="checkbox"/> Large	12'x24'	288 sq.ft.	26.75 sq.mt.	\$10,000	\$2,000
<input type="checkbox"/> X-Large	18'x24'	432 sq. ft.	40.13 sq. mt.	\$14,000	\$4,000
<input type="checkbox"/> XX-Large	24'x24'	576 sq. ft.	53.51 sq. mt.	\$18,000	\$4,000

#### Booth Package:

- 10' High (3.04 m) White Perimeter Booth Walls
- Basic Interior Perimeter Lighting
- Booth Signage
- Drayage
- Cleaning of Common Area
- One Full Color Page in ART LA Catalogs
- Exhibitor Badges
- ART LA Ticket Allocation
- Chairs

#### Required Application Materials:

Please submit the following digital files on CD or via email.

- Brief gallery history (1 page maximum)
- 2008 gallery exhibition schedule
- Intended approach for exhibition at ART LA
- List of artists proposed for exhibition
- 2-5 images per proposed artist to be exhibited  
Include artist name and title of work in image filename.  
Images submitted must be in JPG format.

#### Booth Deposit & Application Fee:

A booth deposit of \$2,000 USD is required for Small, Medium or Large booth requests.

A booth deposit of \$4,000 USD is required for X-Large or XX-Large booth requests.

In addition to your booth deposit, a non-refundable application review fee of \$100 USD is required for all booth requests.

Upon acceptance of your application, your booth deposit will be applied to your booth rental balance.

#### Application Submission Options:

Please send all materials using any of the following methods below.

Via Mail: ART LA  
c/o artfairs inc.  
7358 Beverly Blvd.  
Los Angeles, California 90036

Via Fax: 323.937.5527

Via Email: artla@artfairsinc.com

**Booth Deposit Payment Methods:**

Please send your booth deposit + non-refundable application fee using any of the following methods below.

**Check:**

Please make all checks payable to "artfairs inc."

No foreign checks will be accepted.

**Wire Transfer:**

Payee: artfairs inc.  
 Acct. #: 306-2534108  
 Routing#: 322271627  
 Swift #: WMSBUS66  
 Bank:  
 Washington Mutual Bank, FA  
 La Brea Financial Center 1591  
 449 North La Brea Avenue  
 Los Angeles, CA 90036  
 Ph. 323.933.9111

**Credit Card:**

Credit card number  
 Expiration date  
 Name and address of the account  
 Security code  
 -Amex: the 4 digits above the credit card number on the front of the card  
 -MC/Visa: the 3 digits on the back of the card

**Application Timeline:**

- August 26, 2008 – Application due with payment of \$2,100 or \$4,100 USD (booth deposit + \$100 application fee)
- September 8, 2008 – Notification of acceptance
- October 1, 2008 – 50% of booth balance due
- November 15, 2008 – Full booth balance due

**Exhibitor Application Agreement:**

- 1 This Exhibitor Application Agreement, completed in full and accompanied by all the required deposit amounts, supporting material and documentation, constitutes an application for a booth at ART LA.
- 2 A booth deposit and application fee (\$2,100 or \$4,100 USD) is required at the time of the application. Should the application be unaccepted, the deposit amount of \$2,000 or \$4,000 USD will be returned by US check or wire transfer.
- 3 The deposit is to be forwarded to artfairs inc. by a US check, credit card or a wire transfer. Please contact [artla@artfairsinc.com](mailto:artla@artfairsinc.com) for deposit payment questions.
- 4 Exhibitor agrees unconditionally to the ART LA Terms and Conditions of Participation.

Printed material will only be returned if accompanied by a self addressed stamped envelope. If interested in proposing a special project outside of your booth please submit additional documentation. Special requests concerning location and space requirements will be considered whenever possible, but cannot be made a condition of participation. Information regarding additional walls, telephones, lights, etc. will be furnished upon request. Order forms for these services will be provided upon acceptance. The Exhibition Terms and Conditions incorporate by reference the Terms and Conditions of Participation. This signed and dated application confirms that the undersigned has received a copy of the Conditions of Participation and understands and agrees to be bound by the regulations outlined therein.

If accepted, the balance of the booth cost will be payable according to the ART LA payment schedule. If the Exhibitor fails to make such payments, they shall be responsible for any and all obligations set forth in this agreement and the organizers reserve the right to reassign said Exhibitors booth location or offer the booth to another Exhibitor.

By signing and submitting this Exhibitor Application Agreement, I hereby confirm and acknowledge that I have read and fully understood the ART LA Application instructions and the Exhibitor Agreement in their entirety, including the Terms and Conditions of Participation. Please initial and date the Terms and Conditions of Participation page.

Exhibitor

Authorized Signature Date

Full Name (Print)

The above signature affirms and acknowledges that the exhibitor is in full agreement with the attached Terms and Conditions of Participation. Please return the original application to artfairs, inc. by **August 26, 2008** and retain a copy for your files.

## TERMS AND CONDITIONS OF PARTICIPATION

### 1. General

**ART LA** (the "Fair") is organized and managed by artfairs inc. These terms and conditions apply exclusively to the 2009 event only. These Terms and Conditions become effective only upon acceptance of Exhibitor's application by the Selection Board, and in case of such acceptance shall be immediately in effect through the entire term of Exhibitor's participation in the Fair. Notice of acceptance will commence on or before **Septemeber 8, 2008**.

### 2. Admission to Exhibition

The **ART LA** Selection Board shall have final judgment on all applications and may accept or reject applications in its sole discretion. The Exhibitor guarantees that all information in the application is accurate. artfairs inc. reserves the right to cancel any application that is accepted on the basis of false information or if the Exhibitor fails to comply with these Terms and Conditions. The Exhibitor is liable for, and will indemnify artfairs inc., and hold artfairs inc. harmless for and from any and all loss or damage incurred by artfairs inc. that is a result of any breach in these Terms and Conditions. In any event the Selection Board decides for whatever reason to decline acceptance of Exhibitor's application, the Selection Board will promptly notify Exhibitor in writing and return the initial deposit. Admission will be confirmed in writing after the full review of applications by the **ART LA** Selection Board.

### 3. Co-Exhibitors

No Exhibitor may sublet his/her booth either entirely or partially. Products, Exhibitors or individuals other than those specified in the application may not be shown or advertised at the booth.

### 4. Price and Conditions of Payment

Exhibitor agrees to pay artfairs inc. in full for the booth or booths requested by the Exhibitor in his/her application at the applicable prices and deposits for the size of booth requested, in accordance with the following terms and conditions:

a) The required deposit for each booth will be credited to the Exhibitor's account as down payment for booth hire.

b) Payments are non-refundable and non-transferable unless artfairs, inc. otherwise agrees in its discretion. **Any Exhibitor, whose booth has not been paid in full by November 15, 2008, will not be permitted to exhibit.** In such event, artfairs inc. may cancel the Exhibitor's contract, reallocate the space and retain payment made without further liability or obligation to the Exhibitor.

c) After acceptance by the **ART LA** Selection Board, exhibitors will be invoiced for the total booth hire amount.

d) Payments are due in installments in the following manner: 50% of the booth balance is due **October 1, 2008** and remainder is due **November 15, 2008**. Any additional booth costs must be paid in full by the opening date of the Fair or the exhibitor will not be permitted to exhibit. The booth may be reallocated and any payments made retained.

e) Any additional items requested on site including but not limited to lights, electricity, phone lines or any other requests will be billed on-site and payment is due before the close of the event. Any unpaid extras, including but not limited to passes, are due upon receipt of invoice. Late fees of 1.50% per month will be applied.

### 5. Withdrawal and Cancellation

Any Exhibitor may cancel his/her contract until the payment of the first installment, upon agreement to forfeit the deposit. Any Exhibitor who withdraws or cancels his/her contract after this date will remain obligated to pay the full amount of the booth rental and any further costs that may have been incurred. **Any Exhibitor who fails to occupy his/her booth by 3:00pm on January 22, 2008 will forfeit his/her right to occupy the booth and artfairs inc. may use the space for other purposes.** In such event the Exhibitor shall remain liable for the full rental and any additional costs incurred. If artfairs inc., in its sole discretion, changes the Fair date or Fair location, or cancels the Fair, the sole liability of artfairs inc. to Exhibitor shall be to (a) notify Exhibitor as far in advance as possible of such changes and cancellation, and (b) in the event that the Fair is cancelled, or Exhibitor cannot attend the Fair during the re-scheduled time period, to promptly return all deposits previously paid. Exhibitor shall have thirty (30) days from the receipt of written notice of a changed Fair date to notify artfairs inc. if he/she can not participate during the rescheduled date. If Exhibitor does not notify artfairs inc. that it cannot participate within the 30 days, the changed Fair date will be deemed accepted and the applicable Application will be amended.

### 6. Insurance and Exemption from Liability

Exhibitor agrees to provide insurance in sufficient amounts to cover any and all damage or loss to any personal property or articles, including, but not limited to, works of art at the Fair for any cause, including fire, theft, burglary, breakage, leakage and water damage or transportation to and from the Fair location. In any event, Exhibitor assumes all risk of loss or damage to any of its articles and artfairs inc. shall assume no risk of loss for any Exhibitor's property. Each Exhibitor shall provide to artfairs inc. a certificate of insurance as proof of coverage and which names artfairs inc. as an additional insured under such policy. Artfairs, inc. will not be liable to any Exhibitor for any direct, incidental or consequential damages or loss to the Exhibitor, to his/her property or articles arising in any way from or connected with the Exhibitor's participation, except for damage and loss caused by artfairs inc.'s gross negligence. Prior to admission to the show, Exhibitor agrees to sign a form releasing artfairs inc. from such liability.

### 7. Security

artfairs inc. shall provide guard service for the Fair and the Fair areas, 24 hours a day, by uniformed guards. This service will commence on the first day of booth installation and continue until the end of dismantling. Nevertheless, neither artfairs inc. nor its contractor will be liable for any loss or damage due to theft. Nothing may be removed from the Fair location from the beginning of set-up, unless accompanied by a merchandise or security pass, through the end of the dismantling period. Only Exhibitors will be allowed to bring in articles during the Fair. Special badges must be worn and displayed by Exhibitor and their staff at all times while at the Fair.

### 8. Electrical Services

artfairs inc. shall contract with the facility lessors to provide common area lighting and air-conditioning but artfairs inc. shall not be liable for any loss or damage due to failure or interruption of any service. Exhibitor is specifically restricted from installing any power connections. Exhibitor agrees to adhere to all fire, safety, Fair Rules and Regulations and security regulations associated with the Fair and the facility.

### 9. Maintenance

artfairs inc. will be responsible for keeping the common areas of the Fair clean. Exhibitor shall be responsible for maintaining his/her booth and keeping it free from trash, and shall leave the booth in nominally the same condition in which it was first occupied by the Exhibitor, reasonable wear and tear excepted.

### 10. Promotional Activities

Cinema, video, audio and posters shall not be permitted at the Fair, unless approved in advance by artfairs inc..

### 11. Restrictions on Signage and Lighting

All signage and lighting systems must be in accordance with the Fair standards established by the organizers. No exceptions will be allowed.

### 12. General Terms and Conditions

artfairs inc. reserves the right to expel any Exhibitor from the Fair who violates the rules stated in this Agreement. The Exhibitor will remain liable for the full amount of booth rental and any additional charges incurred. This agreement is governed solely by the laws of the State of California and the Exhibitor agrees to submit to the jurisdiction of the courts of the State of California. This agreement constitutes the entire agreement between the parties. There are no other agreements between artfairs inc. and Exhibitor, either oral or written, other than contained herein. This agreement may not be amended except in writing by separate agreement signed by both parties that specifically references this agreement. In the event that any individual provision of this agreement shall be deemed invalid by any court or competent jurisdiction, the remaining provisions of the agreement shall remain in full force and effect.

### 13. Liability by artfairs, inc.

Exhibitor is solely responsible for its own materials and products at the Fair. Exhibitor shall not make a claim against artfairs inc., **ART LA**, its vendors and assistants, the owners of the Barker Hangar or their heirs or assignees for loss, theft, damage or destruction of property or injury, including death, unless caused by the willful misconduct or gross negligence of artfairs inc., its employees, agents or representatives. Exhibitor agrees to indemnify, defend and hold harm- less artfairs inc., its directors, officers, employees, agents and representatives from and against any third party claims, losses or damages, attorney fees and costs, arising out of or caused by Exhibitor's installation, removal, maintenance, occupancy or use of the Fair booth.

### 14. Force Majeure

The performance of this Application is subject to fire, flood, war, strikes, civil unrest, terrorism, government authority or any other emergency beyond the reasonable control of the parties that makes it impossible or illegal for artfairs inc. to hold the Fair or for Exhibitor to participate.

Please return the original application to artfairs, inc. by **August 26, 2008** and retain a copy for your files.

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Initial

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Date