

photo ny  
photo new york

Application Form

october 5 - 8, 2006

artfairs<sup>inc.</sup>

Gallery/Dealership (include the full name)

Street Address

City, State, Zip/Postal Code, Country

Telephone

Facsimile

Website

E-mail

Preferred Contact

E-mail

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

Contemporary Photography

Mixed Media

Video

Other

PLEASE NOTE: The application should include current exhibition schedules and up to 10 examples of work promoted and sold by the gallery for review by the Selection Committee. Any images submitted must be in jpg format via email or cd. Any supporting documentation such as catalogs or recommendation letters may also be included. Printed material will be returned if accompanied by a self addressed stamped envelope.

Booth Size Requested		Price	Deposit Details
<input type="checkbox"/> Small	144 sq.ft.	\$4,500	\$1,500
<input type="checkbox"/> Medium	216 sq.ft.	\$6,000	\$1,500
<input type="checkbox"/> Large	288 sq.ft.	\$7,500	\$1,500
<input type="checkbox"/> Extra Large	360 sq.ft.	\$8,500	\$1,500

Booth prices include:

- 10' (approx. 3m) high white hard wall
- Perimeter walls
- Basic interior perimeter lighting (per booth schedule)
- Fair brochures / ticket order forms
- Booth signage (name and booth number)
- 1 full page per gallery in Fair catalogue
- Exhibitor badges (4 included)
- Cleaning of common areas
- An allocation of tickets for gallery clients
- 2 Tickets to the Benefit Preview
- Drayage
- Table + Chairs (per booth schedule)

A deposit must accompany this application. 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.

## 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 photoNY 2006.
- 2 A deposit for the amount detailed above is required at the time of the application. Should the application be unsuccessful, the deposit amount will be returned by US check or wire transfer.
- 3 The deposit is to be forwarded to artfairs inc. by a US check or a wire transfer. No foreign checks or credit cards will be accepted. Please contact artfairs, inc. for wiring instructions.
- 4 Exhibitor agrees unconditionally to the photoNY 2006 Terms and Conditions of Participation.

If accepted, the balance of the booth cost will be payable according to the photoNY 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 photoSF Application instructions and the Exhibitor Agreement in their entirety, including the Terms and Conditions of Participation.

Exhibitor

Authorized Signature

Date

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. and retain a copy of the application in your files.

## TERMS AND CONDITIONS OF PARTICIPATION

### 1. General

photoNY (the "Fair") is organized and managed by artfairs inc. These terms and conditions apply exclusively to the 2006 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 and booth assignments will commence on or before August 4, 2006.

### 2. Admission to Exhibition

The photoNY 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 photoNY 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. Catalogue

All Exhibitors will receive one full page in the catalogue. Extra catalogue pages may be purchased for an additional charge. Two copies of the catalogue will be distributed free of charge to each Exhibitor at the fair site. Extra copies will be available at a discounted price. Exhibitor agrees to indemnify, defend and hold harmless artfairs inc. from any and all liability for the content of the Exhibitor developed catalogue materials submitted to the artfairs inc. for publication in the catalogue (including text, illustrations, representations, sketches, maps, trademarks, labels or other copyrighted matter) and for any unauthorized use by Exhibitor of any third party trademarks or copyrighted material, or any person's name or photograph arising from the reproduction and display of the Exhibitor developed materials submitted to artfairs inc. here under.

### 5. 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 September 1, 2006, 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 Selection Board, Exhibitors will be invoiced for the total booth hire amount.
- d) Payments are due in installments in the following manner: The booth balance is due September 1, 2006. 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.

### 6. 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 October 5, 2006 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.

### 7. 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.

### 8. 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.

### 9. 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.

### 10. 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.

### 11. Promotional Activities

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

### 12. 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.

### 13. 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.

### 14. 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., photoNY, its vendors and assistants, Fort Mason, 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 harmless 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.

### 15. 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.