



TERMS AND CONDITIONS

**INTERNATIONAL NEW
CONTEMPORARY ART FAIR**

MADRID, FEBRUARY 23-26, 2017

CONDITIONS OF PARTICIPATION IN URVANITY ART FAIR 2017

URVANITY ART FAIR 2017. Presence as an exhibitor at URVANITY ART FAIR 2017 will be limited to galleries and publishers of Contemporary Art, as well as public and private institutions dedicated to contemporary art.

The exhibition of works that are not considered contemporary art is an exception that can be considered in specific cases by URVANITY ART FAIR S.L.U. The Organization also plans to dedicate space to publications, both print and online.

Each candidate must fill out, sign and seal their Exhibitor Application Form, and include:

A - Information about the activities, exhibitions and publications that the gallery, publisher or institution (whether museum, foundation, or public) has carried out only over the last two years.

B - Images (minimum size 13 x 18 cm.) of the work of the artist/artists to be presented. If the exact work to be presented at The Fair, due to its being in the process of creation when this information is submitted, the candidate may submit documentation of other relevant work by the artist from the last two years.

A deadline will be set for each call.

ALLOCATION OF STANDS. URVANITY ART FAIR S.L.U. will allocate the stands, provided that the candidate has met all the requirements, reserving the right to consider appropriate exceptions.

The criteria for the allocation of the stand is based primarily on:

- a) The category of the work proposed in the Exhibitor Application Form.
- b) The quality and appropriateness of the project as a whole.

The Organization of URVANITY ART FAIR S.L.U. will inspect the stands in order to control:

- a) The authenticity and quality of the work exhibited.
- b) Provision and presentation of the stand avoiding excessive accumulation of work in each. The Organization may order the withdrawal of the work that does not correspond to these criteria.

Application Forms must be formalized through the official model, according to the guidelines and payment terms contained in the corresponding rate of each call, and attaching when specified the corresponding payment documents. The Organization shall send written acceptance to exhibitor, as well as the provisional allocation of spaces. The conformity of the Exhibitors will be expressed by paying successive amounts stipulated in the official rates section within the specified dates.

PAYMENT CONDITIONS. The final allocation of space will be communicated to the Exhibitor once all payments have been made. The spaces allocated may be altered by Urvanity Art Fair S.L.U. due to technical reasons and/or criteria related to distribution or security. Should the Exhibitor choose to tacitly or expressly waive his participation, he may not recover payments made previously. If his resignation were to take place within forty-five days of the start of the Fair, he/she may be required to make full payment of their space, even though it may later be used by another company. The amounts paid include the following items and represent, in all cases:

- The right to use the allocated space during the days of assembly, celebration and disassembly of the exhibition.
- Exhibitor passes.
- Profile in the official catalog.
- Profile on the official website and presence in the social media campaign.
- Invitations (General Access).
- Liability insurance.
- Stand according to the following characteristics:
 - Back wall, two side walls.
 - Main electrical connection and WIFI.
 - Lighting 65 W / m2.
 - Standard signage with a maximum of 20 letters

The amount corresponding to the fees for participation in the Fair will be posted on the official rates of each call. The settlement of the amounts will be indispensable to authorize entry of all works, materials and objects.

PENALTIES FOR NONCOMPLIANCE. Payments not made within the time stipulated in the Exhibitor Application Form will be charged with an interest of 5%.

In the event that an exhibitor fails to make the payments for the hiring of space, as stated in the Application Form or breaches any of the terms or conditions contained in this Agreement (or any other additional related document), the Exhibitor is in arrears as regards to the terms of this contract and Urvanity Art Fair S.L.U. shall be entitled to receive 120% of all charges for liquidated damages caused. The Exhibitor acknowledges that the 20% additional estimate is reasonably related to the loss of anticipated revenues to Urvanity Art Fair S.L.U. towards the sale of labor and services. Urvanity Art Fair S.L.U. will therefore have the right to keep the deposit and all remaining monies paid by the Exhibitor, according to the terms of this contract.

Urvanity Art Fair S.L.U. reserves other resources in the case of other breaches by the Exhibitor.

OCCUPATION AND SERVICES. The Organization shall in no event be liable for any errors, omissions, poor construction or poor provision of any of the requested services nor omissions, errors in production, composition or any others that may occur in the preparation of the catalog or on the website.

The expenses incurred by the consumption of additional electricity or other unforeseen concepts will be paid during the celebration of the Fair.

Full payment of the expenses incurred by each Exhibitor is an indispensable condition in order for he/she to remove the works, equipment, furniture, objects and installations from the stand, renouncing expressly the rights that could apply for this temporary storage until the overdue payments are satisfied.

DUTIES AND RESPONSIBILITIES OF THE EXHIBITOR. In no case may the Exhibitor demand responsibility from URVANITY ART FAIR S.L.U. for loss, damage or injury of any kind caused to the material, personnel and objects found in the stand, for whatever reason.

In relation to vehicles parked in the enabled parking spaces, the Exhibitors of Urvanity Art Fair know and accept that neither Neptuno Palace nor the Organization have any responsibility for the monitoring of such vehicles, nor the integrity or wellbeing of the goods or persons inside.

Consequently, none of the aforementioned entities will be responsible for theft, damage or any accidents that might be made by third parties.

The Exhibitor is advised to take out an insurance policy to cover any contingency that may happen before, during and after the show to any persons, goods and objects that are deposited at the stand, given that the Organization of the event, according to the legislation regarding fair activities, has only signed a General Liability Insurance Policy. Therefore, it will be exonerated from any liability should such contingencies occur. The Exhibitor may not claim any quantity from the Organization in this regard. It is clear that the Exhibitor may hire his/her own policy with the insurance company he/she deems appropriate.

The Organization will not be responsible in any case for the legal consequences arising from the possession or use of illegal products. The Organization reserves the right to withdraw from the stands any ornamental or decorative elements of promotion, communication or advertising that, in their opinion, may be inappropriate (for example: unsightly, smelly, noisy, etc) since policy aims for each stand to keep as appealing and attractive an aesthetic as possible. Therefore, the Organization shall ensure that it complies with the provisions of previous section and to this end adopt any measures it deems appropriate.

The Exhibitor must provide the graphic and written information necessary for inclusion in the official Urvanity Art Fair catalog at least 90 days before the commencement of the event, not holding the Organization responsible if such data were not provided within that period.

Installation, Exhibition, Visits and Deinstallation

INSTALLATION. URVANITY ART FAIR S.L.U. has specific construction standards. Therefore the Exhibitor undertakes to respect them, with express acceptance thereof and of additional instructions requested by management and technical services, as well as those that may arise from Neptuno Palace management.

The installation schedule will be carried out during the days and times indicated by the Organization. Outside these days and times delivery and access will not be possible.

Official Exhibitor badges will serve as the only accepted document for stand staff to access the Fair site during periods of assembly, exhibition and deinstallation, under the responsibility of the issuing Exhibitor.

URVANITY ART FAIR S.L.U. will provide lighting in all common spaces, but shall not be liable for any loss or damage that may occur if service fails or is interrupted. Exhibitors are not allowed to install their own power connections. They must also comply with all regulations concerning fire, safety and hygiene.

The maximum authorized height in the stand perimeter is 3 meters.

The use of spraypaint is prohibited on any object in the pavilions for hygienic reasons. For safety reasons, all materials deposited by each Exhibitor at his/her stand must be properly fireproofed. It is strictly forbidden to paint, label, puncture or nail the walls or floors of the pavilions, except if it is authorized by the Organization. Affixing carpets with glue is prohibited.

The repair of any damage caused by the Exhibitor on the premises, columns, walls, windows, floors, etc., of the Venue will always be his/her responsibility.

During installation, instructions of technical services must be respected. Materials shall not be installed in the halls so as to obstruct the pass of other Exhibitors.

Packaging and all waste material must be removed by Exhibitors prior to 12PM on Thursday, February 23rd. Any packaging materials abandoned after that time will be removed and destroyed by the technical services, at cost to the Exhibitor.

The location and access of power outlets and access to fire prevention materials such as hoses, extinguishers, alarms, etc., even if they are located in areas included in the contract, will be respected, as well as access to service areas and emergency exits.

EXPOSITION. URVANITY ART FAIR S.L.U. will be responsible for maintaining the public areas of the exhibition space clean. Each Exhibitor must take care of the maintenance of their stand, which must be maintained in the state in which it was delivered, being understood that reasonable wear and tear may occur as a result of its use.

Exhibitors who present bodies of work that differ from the focus of the Fair, its location and the artistic proposal in the Exhibitor Application Form will lose their right to the allocated spaces, allowing the Organization the right to retain the amount of the sums paid as well as the possibility of offering said space to other companies, even if the amount of space allocated has been paid in full, without claim to any compensation.

In order to request any service not previously specified, it must be made in writing to the Organization, who will resolve it according to the possibilities.

The public visiting hours will be announced promptly to the Exhibitors and via the media. Access will only be allowed through the display of the corresponding badge or invitation.

Staff with an official Exhibitor badge can access the site as of half an hour before the scheduled opening to the public and must leave the stand no later than fifteen minutes after the daily closing time. The issue and resulting consequences of this badge will be the responsibility of the Exhibitor.

The prior expressed authorization of the Organization will be required to occupy collective spaces, as well as to assign or sublet the rented space or part of it.

The works of art exhibited must remain in the spaces of the Exhibitors during the Fair. Sold works must be accompanied by the official output sheets provided by the Organization.

During the first day of installation the Exhibitor will receive official output sheets along with the rest of their accreditative documents. These output sheets must be correctly filled out and it is necessary for the customer to hand in a copy to Security personnel at the exit in order to leave the premises with the acquired work.

It is prohibited to store or exhibit hazardous, flammable, explosive, noisy, or unhealthy materials which give off unpleasant odors or that might disturb other exhibitors or visitors. Audio content may not exceed 60 decibels. Audiovisuals, flashes and television circuits shall be authorized within the booth/space itself, provided that the viewer must remain within it. In no case shall they be located on the edge of the booths/spaces in front of the halls, facing the outside.

Only upon individual permission from the Organization may materials and objects be introduced during the celebration of the Fair, exclusively during the times described in the authorization.

Exhibitors may, if desired, shut down their stands on a nightly basis.

The distribution of samples, brochures, leaflets and all kinds of printed matter will be held within the space of each Exhibitor and are subject to the general rules of the Fair. Publicity may not be of an ideological nor political nor vindictive character nor alien to the character/function of each stand.

The Organization reserves the right to choose a sponsor, and communicate it by the means it considers appropriate.

DISASSEMBLY. Disassembly and removal of works, materials and objects in each space will be made within the time schedule indicated by the Organization. The works, materials and objects that are not withdrawn within that period will be considered abandoned. The technical services shall proceed to their destruction, applying the corresponding rates to the Exhibitor.

Final provisions

FIRST. URVANITY ART FAIR S.L.U. may reject the Exhibitor, closing its space, based on:

- Failure of any of the general rules.
- Presentation of an artistic program other than that reflected in the Exhibitor Application Form.
- Presentation of fake works or of dubious origin.
- Presentation of works that do not meet the quality conditions required by URVANITY ART FAIR S.L.U.

SECOND. If for any reason not attributable to the Exhibitor the Fair cannot be held, the Exhibitor will be entitled to a refund of the amounts paid, with no option to any kind of compensation, once prorated the previous overhead of the Organization.

THIRD. URVANITY ART FAIR S.L.U. reserves the right to retract, reduce or extend the duration, or change the venue and timing of the Fair if there is a compelling reason or force majeure, without incurring any liability or obligation to the Exhibitor. By means of this contract, the responsibility of URVANITY ART FAIR S.L.U. in case of default of their duties shall be limited to reimbursement of deposits and fees paid by the Exhibitor for the stand. In case of failure on behalf of the Organization of any terms in this contract, such failure shall not imply rights or compensation for the Exhibitor.

FOURTH. In case of any discrepancies or conflicts between the Exhibitors and the Organization of URVANITY ART FAIR S.L.U. the Spanish version of these Internal Rules and Regulations will prevail over any other. Any dispute or disagreement in connection with the celebration of URVANITY ART FAIR will be solved, first of all, by a settlement agreement by the parties and ultimately by the competent courts of the city of Madrid, expressly waiving any other jurisdiction that may apply.

FIFTH. All Exhibitors, by presenting their Exhibitor Application Form to URVANITY ART FAIR S.L.U., accept these Internal Regulations in which they declare to know and accept the supplementary rules and regulations of the Organization, safety regulations and quality control, as well as orders that may arise from the staff of Neptuno Palace.

SIXTH. All conditions set out in both these Internal Rules and Regulations and Exhibitor Application Form, that the Exhibitor expressly acknowledges and accepts, remain valid and binding as long as the Neptuno Palace does not make any decision involving modifications of the content therein, which would be communicated to the Exhibitor timely and expressly.

I have read and fully understand all the terms and conditions described above and commit to compliance as stipulated.

Signature and Stamp _____ Date _____



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