

## 1. General:

These Conditions of Participation, the Exhibitor Application and Exhibitor Manual govern the Exhibitor's participation in REVEAL Art Fair. REVEAL Art Fair, Inc. and Exhibition Management reserve the right to, at any time, issue other conditions of participation.

## 2. Definitions:

- (a) "Exhibitor" means the applicant identified in EXHIBITOR NAME.
- (b) "Exhibition" means REVEAL Art Fair to be held on July 18 - 21, 2019.
- (c) "Exhibition Management" means REVEAL Art Fair, Inc., its agents, employees and partners.
- (d) "Facility" means the facility in which the Exhibition is held.
- (e) "Facility Management" means the owner or manager of the facility in which the Exhibition is held, and its employees and agents.

## 3. Exhibition Dates and Times:

REVEAL Art Fair is scheduled to take place July 18 - 21, 2019 in Saratoga Springs, New York. Precise dates and times, with move-in and move-out schedules, will be provided upon acceptance to REVEAL Art Fair, and the Exhibitor agrees to abide by them.

REVEAL Art Fair, Inc. cannot be held liable for any changes in dates and/or location. Location of the Exhibition, exhibition preview and hours are at the sole discretion of REVEAL Art Fair, Inc. The Agreement, Conditions of Participation and Exhibitor Manual shall also cover Exhibitor's move-in and move-out days.

## 4. Agreement:

This Application when properly executed by Exhibitor and upon written acceptance by Exhibition Management, shall constitute a valid and binding rental agreement for booth space at REVEAL Art Fair. Exhibition Management reserves the right to accept or refuse, in its sole discretion, any application for participation in the Exhibition. Participation in REVEAL Art Fair one year does not confer acceptance to a subsequent year. Exhibition Management reserves the right to interpret this Agreement and to adopt further regulations as may be deemed necessary by it for the general success of the Exhibition, including the Conditions of Participation and the rules and regulations stated herein, the Exhibitor Manual, Sponsorship Materials and Facility Management contract, to which Exhibition Management is or will be a party, all of which are made a part hereof as though fully incorporated herein, and the Exhibitor agrees to be bound accordingly. By execution of this Agreement, Exhibitor acknowledges and accepts the Conditions of Participation and agrees to abide by them and such further rules and regulations as may be implemented by REVEAL Art Fair, Inc. governing the terms of the Exhibition.

In the event Exhibitor submits false information, or attempts to exhibit artwork not specified on the Exhibitor's application, REVEAL Art Fair, Inc. reserves the right to cancel the Exhibitor's Agreement at any time and retain fees paid as liquidated damages.

Exhibitor will not be permitted to participate in the Exhibition unless all fees are paid in full.

Exhibitors may use REVEAL Art Fair's logo and branding in online and printed material with prior written approval.

## 5. Additions and Corrections:

Exhibition Management may amend these terms from time to time in the best interest of the Exhibition upon written notice to Exhibitor. Exhibitor agrees to accept notice of additions or amendments and to consider them as part of this Agreement.

## 6. Confidentiality:

All financial agreements between Exhibitor and REVEAL Art Fair, Inc. are considered confidential.

## 7. Use of Space:

Any alterations in booth space structure or additional wall construction must be approved, in advance, in writing, by Exhibition Management and will be at an additional expense of the Exhibitor. All furniture must be Exhibition standard. No additional furniture, displays, storage units or similar furnishings will be allowed without prior written approval.

All signage and lighting for the Exhibition must be Exhibition standard and approved by Exhibition Management. No Exhibitor will be allowed to mount, display or post non-uniform signage without prior written approval. No unapproved individual Exhibitor lighting systems will be permitted at the Exhibition.

Exhibitor agrees to keep its booth space open and staffed at all times during the Exhibition hours. Failure to comply with the rules and regulations of this Agreement and as stated in the Exhibitor Manual will result in the repositioning, alteration or removal of the Exhibitor's booth space at the Exhibitor's expense. Fees for booth space and additional services are not refundable. All pertinent laws, codes and regulations of governmental or other authorities, having jurisdiction over the Facility or the conducting of the Exhibition together with the rules and regulations adopted by Facility Management, shall bind Exhibitor. Certain additional charges may be required of each Exhibitor for extra wall construction, doors, paint color, booth space lighting, electrical services and online catalog preparation. Detailed information and fees will be included in the Exhibitor Manual and will be provided to Exhibitor after the Agreement is countersigned by REVEAL Art Fair, Inc. and the Exhibitor's first installment fee is received. All booth space fees and additional fees must be paid in full prior to the Exhibition.

Exhibition Management and Facility Management will be responsible for keeping the common areas of the Exhibition Facility clean. Exhibitor is responsible for the maintenance of his/her booth space. All materials brought to the Exhibition by Exhibitor must be removed by Exhibitor. Exhibitor's booth space must be returned in the same condition in which it was received.

Exhibitor's staff must wear special Exhibition badges.

Exhibitor understands that only the artists and works of art approved by Exhibition Management, in its sole discretion, may be exhibited at REVEAL Art Fair. Works of art not approved by Exhibition Management for any reason whatsoever may not enter or remain on the premises of the Exhibition, be advertised in connection with the Exhibition, or offered for sale in conjunction with the Exhibition. Distribution of advertising material and solicitations of any sort shall be restricted to the Exhibitor's booth space. Exhibitor's exhibit, products or signage may not extend beyond the limits of the Exhibitor's booth space and no part of any exhibit or product may extend into any aisle. No Exhibitor shall arrange its exhibit so as to obscure or prejudice adjacent Exhibitors, as determined by Exhibition Management. Any space not occupied by Exhibitor at the time set for completion of installation of

displays will be reassigned at the discretion of Exhibition Management, in which case all amounts paid or payable by Exhibitor will be forfeited unless Exhibition Management has approved special arrangements in writing.

Exhibitor may not assign, sublet, or share any part of its assigned booth space to a Co-Exhibitor without written approval from Exhibition Management. There will be a surcharge for an approved Co-Exhibitor to be determined at the time of approval. The Co-Exhibitor will be required to complete and sign an Exhibitor Application.

Exhibitor agrees to not serve food or drink in their booth space without prior written approval from REVEAL Art Fair, Inc.

#### **8. Installations and Dismantling:**

Complete information, instructions and schedule of prices regarding drayage, labor for erecting and dismantling, electrical work, furniture, cleaning, etc., will be included in the Exhibitor Manual. Such requirements shall be binding upon the Exhibitor as though fully set forth herein.

#### **9. Change of Space:**

REVEAL Art Fair, Inc. does not guarantee specific booth space placements, booth space configuration or booth space square footage. REVEAL Art Fair, Inc. reserves the right to make changes in booth space assignments, booth space square footage and/or booth space configuration, in its sole discretion, at any time. The design and placement of booth spaces will be controlled and approved by REVEAL Art Fair, Inc., exclusively, in its sole discretion. Furthermore, REVEAL Art Fair, Inc. does not represent, warrant or guarantee the final square footage of any booth space rented hereunder, it being expressly understood by Exhibitor the actual square footage of a booth space rented hereunder will be unknown until a final floor plan is received by REVEAL Art Fair, Inc. Should the final floor plan received by REVEAL Art Fair, Inc. differ from the approximate booth space square footage stated herein, the final floor plan will control and will be deemed to amend and supplement this Agreement so that the square footage of the booth space size depicted in the final floor plan will replace the approximate square footage stated herein, and the booth space fees hereunder will be adjusted accordingly.

#### **10. Withdrawal, Cancellation and Space Reduction:**

In the event Exhibitor seeks to withdraw from the Exhibition, cancel this rental agreement for booth space, or reduce its space requirements for the Exhibition after acceptance, Exhibitor acknowledges that Exhibition Management would be harmed and suffer loss and that it would be difficult to determine the precise values for, or amount of, that harm. All withdrawals, cancellations, or requests for space reduction by Exhibitor must be made in writing, and sent by certified mail, return receipt requested. The date of withdrawal, cancellation, or space reduction, as applicable, shall be the postmarked date on the notice. If Exhibitor withdraws, cancels or reduces its space requirements for the Exhibition, Exhibitor agrees to pay on demand to Exhibition Management the amounts set forth below if not previously paid by Exhibitor. Such payments shall be liquidated damages and not penalty, and the parties agree that such amounts constitute a reasonable provision for liquidated damages.

Notice Given: Booth space fees are non-refundable 120 days or less prior to the Exhibition; Cancellation Fees: 100% of total booth space cost; Space Reduction Fees: 100% of total booth space cost.

In the event of a space reduction, Exhibitor is responsible for the reduced space cost and the space reduction fee set forth above. If a reduction of space is requested, Exhibitor's booth space on the Exhibition floor may be moved in the sole discretion of Exhibition Management. In the event Exhibitor fails to make any payments as contemplated herein, Exhibitor shall be deemed in default, and Exhibition Management shall have the right to retain all monies paid by Exhibitor, thereby reserving any and all rights under law including, without limitation, Exhibition Management's right to collect the

full amount set forth in the Exhibitor Application. In the event of default by Exhibitor, Exhibition Management shall have the right, but not the obligation, to rent the subject booth space to another Exhibitor prior to the Exhibition without any rebate or allowance whatsoever to the Exhibitor and without in any way releasing said Exhibitor from any liability hereunder, and said Exhibitor expressly agrees to pay Exhibition Management the full amount set forth in the Exhibitor Application. In the event of any final non-payment by Exhibitor, Exhibition Management shall have the right to revoke Exhibitor's Exhibition credentials until payment has been made in full. Exhibitor shall remain liable for the full balance under the terms of the Agreement together with all costs of collection including, but not limited to, all reasonable attorneys' fees, court costs and interest. Any fees remitted will be credited toward full payment of the rental fees.

#### **11. Force Majeure:**

Under no circumstances will REVEAL Art Fair, Inc. or its agents or representatives be liable to Exhibitor for the fulfillment of this Agreement if non-delivery of the booth space is due to any of the following causes: by reason of fire, act of God, public enemy, terrorism, war or insurrections, strikes, the authority of the law, postponement or cancellation of the Exhibition or for any cause beyond the control of REVEAL Art Fair, Inc. Exhibitor shall obtain, at its own expense, adequate insurance against any risk of loss associated with the Exhibition being cancelled, postponed, rescheduled, or relocated. No refunds or credits shall be made by REVEAL Art Fair, Inc. or any of its agents or representatives in the event of a cancellation of the Exhibition for any circumstance beyond the control of REVEAL Art Fair, Inc. Under no circumstances will REVEAL Art Fair, Inc. or its agents or representatives be liable for any loss of profits, loss of business, interruption of business or indirect, special, incidental or consequential damages of any kind resulting from any breach of this agreement.

#### **12. Exhibition Attendance:**

Exhibition Management shall have sole control over admission policies at all times. Exhibitor acknowledges and agrees that Exhibition Management makes no representation or warranties with respect to the number of exhibition attendees or the demographic nature of such attendance.

#### **13. Insurance – MANDATORY:**

- A. Exhibitor agrees to maintain adequate insurance to fully protect Exhibition Management and its agents and service contractors and the Facility and Facility Management from any and all claims, arising from Exhibitor's activities including, but not limited to, the installation, operation and dismantling of Exhibitor's display. The foregoing insurance requirement includes claims under the Worker's Compensation Act or for personal injury, death, or for damage to property. Exhibitor understands that neither Exhibition Management nor the Facility maintains insurance covering the Exhibitor's property (including works of art) and it is the sole responsibility of the Exhibitor to obtain such insurance.
- B. The Exhibitor is responsible for any and all damages caused by Exhibitor or Exhibitor's agents, employees or guests. Exhibitor agrees to indemnify, defend and hold harmless REVEAL Art Fair, Inc., its agents and employees from and against any liability for loss or damage of any kind which Exhibitor may directly or indirectly cause.
- C. Exhibitors in the Exhibition must carry commercial general liability, personal injury and blanket contractual liability insurance at limits of at least \$1,000,000 per occurrence and \$2,000,000 per aggregate. These coverages must be evidenced by a Certificate of Insurance with a 30-day notice of cancellation provision to the insured and naming REVEAL Art Fair, Inc. and REVEAL Art Fair as an additional insured and be provided to Exhibition Management no later than June 14, 2019.

It is strongly recommended the Exhibitor also carry insurance to cover loss, damage, or injury to any property of the Exhibitor or to any of

its officers, agents, employees or contractors, whether attributable to accident, fire, water, theft or any other cause whatsoever. While REVEAL Art Fair, Inc. may provide security guards, it is done solely as an accommodation to Exhibitor. The Exhibitor expressly agrees to save, indemnify, defend and hold harmless REVEAL Art Fair, Inc., Exhibition Facility, their management, agents, employees, licensees, guests and contractors from any and all claims, liability and losses for injury to persons (including death) or damage to property arising in connection with Exhibitor's use of the booth space and the Exhibition premises, and in connection with security personnel provided by REVEAL Art Fair, Inc.

#### 14. Exhibition Services:

On behalf of the Exhibitors, Exhibition Management will designate official Exhibition Contractors who will provide the following: drayage, cartage, furniture, booth space and floor decorations, signs, photography, telephone services, etc. Services of electricians, carpenters and other labor will be available and charged for at the then prevailing rates which shall be paid at the time the services are rendered. Contractors and rates will be listed in the Exhibitor Manual to be issued separately. Exhibition Management assumes no responsibility or liability for any of the services performed or materials delivered by the foregoing persons, parties and organizations. Arrangement for these services and payments are to be made between the Exhibitor and official Exhibition Contractors.

#### 15. Protection of Facilities:

Nothing shall be posted on, or tacked, stapled, nailed, screwed, or otherwise attached to the columns, walls, floors, or other parts of the Facility Exhibition area without permission from Facility Management. Fluids, caustic or staining, must not be used where they may damage floor coverings. Packing, unpacking and assembly of exhibits shall be done only in designated areas and in conformity with directions of Exhibition Management, Facility Management or their assistants. Exhibitor shall not deface, injure or mar the Facility in any manner. Exhibitor shall not paint or apply any other permanent covering to any of the walls, floors, ceilings or other areas of the Facility or its furnishings or fixtures. Exhibitor acknowledges that Exhibition Management and Facility Management reserve the right to remove all persons and property from the facilities and premises for not complying with Exhibition Management or Facility Management rules without the necessity of, or resorting to, any legal proceeding.

#### 16. Liability:

Neither Exhibition Management nor Facility Management will accept any responsibility for the safety or well-being of any art, property, merchandise or materials consigned to or in the ownership or possession of any Exhibitor during the Exhibition. Exhibition Management shall not be responsible for loss or damage to displays, or goods or art belonging to Exhibitor or consigned to Exhibitor or otherwise brought to the Exhibition by or on behalf of Exhibitor, whether resulting from fire, storms, water, acts of God, air conditioning or heating failure, theft, pilferage, acts of terrorism, mysterious disappearance, bomb threats or other causes. All such items are brought to the Exhibition and displayed at Exhibitor's own risk, and should be safeguarded at all times. Exhibitor agrees that Exhibition Management, Exhibition Management's service contractors, the Facility and their representatives, employees and agents are not liable for any injury, loss or damage that may occur to Exhibitor, or to Exhibitor's employees, agents, guests or property from any cause whatsoever, prior to, during or subsequent to the period covered by this Agreement. Exhibitor assumes responsibility and agrees to indemnify, defend and hold Exhibition Management, Facility Management, their affiliates and their respective employees and agents harmless from and against any claims or expenses arising out of (a) the execution of this Agreement, (b) the use of exhibition premises, or (c) the acts, omissions or negligence of Exhibitor, its employees, agents or contractors, by reason of personal injuries, death or property damage or any other cause of action sustained by any persons or others. Exhibitor assumes all responsibility and liability for losses, damages and claims arising out

of injury or damage to, or caused by, Exhibitor's displays, equipment, employees or representatives. In no event shall Exhibition Management or any of its affiliates be liable for any special, incidental, indirect, punitive or consequential damages arising out of or in connection with this Agreement. The liability of Exhibition Management and Exhibitor's remedy for any claim of loss or damage arising from or related to this Agreement, regardless of the form of action, shall be limited to one-half of the fees paid to Exhibition Management hereunder.

#### 17. Indemnification:

Exhibitor agrees to indemnify, defend and hold REVEAL Art Fair, Inc., its employees, agents, invitees, licensees, contractors and the Exhibition Facility, harmless for any claims arising out of the negligence of Exhibitor, its agents, or employees. Exhibitor must remain with all artwork and other items, and/or freight, until the designated shipper has removed same from the Exhibition premises. In addition to the foregoing, Exhibitor agrees to indemnify, defend and hold REVEAL Art Fair, Inc. harmless from and against any and all claims and demands for, or in connection with, any accident, injury or damage whatsoever caused by any person or property arising directly or indirectly, out of the business conducted in or the use and/or occupancy of the Exhibition premises, booth space or any part thereof, or arising directly or indirectly, from any act or omission of Exhibitor or any concessionaire or other Exhibitor or their respective licensees, agents, employees, contractors or invitees, and from and against any and all cost, expense and liabilities incurred in connection with any such claims and/or proceedings brought thereon. The general liability coverage maintained by Exhibitor pursuant to this Agreement will specifically insure the contractual obligation of Exhibitor as set forth in this section and/or as provided in this Agreement.

#### 18. Copyright Infringement:

Exhibitors are required to abide by all copyright laws. No copyright infringing items may be sold or offered for sale at the Exhibition. The sale of copyright infringing items is a material breach of your Exhibitor Agreement. Suspected infringing items are subject to seizure by Exhibition Management, in its sole discretion, and will be held for the duration of the Exhibition. Repeated violations of this prohibition are grounds for the closure of Exhibitor's booth space. No refunds will be paid if a booth space is closed for selling infringing works. Exhibition Management will not be liable to Exhibitor for any refunds or in any other manner for the seizure of allegedly infringing works or the closure of a booth space based on the claims of copyright infringement. Exhibitor agrees to indemnify, defend and hold management harmless from any damages, costs, expenses (including reasonable attorneys' fees), judgments and/or settlements which Exhibitor incurs as a result of claims that Exhibitor is selling infringing items.

#### 19. Exhibitor Move-In and Move-Out:

Movement of exhibits in and out of the Facility must be handled by official Exhibition Contractors or an art shipping company that has been pre-approved, in writing, by Exhibition Management and Facility Management and is insured to the satisfaction of Exhibition Management and Facility Management. No exhibit will be allowed into or out of the Facility without an official clearance from Exhibition Management. Exhibitor must make its own arrangements for transportation of exhibits and packing materials. Neither Exhibition Management, nor Facility Management, can accept or sign for exhibits on behalf of the Exhibitor. Move-in and move-out times and access outside of Exhibition hours are limited to those described in the Exhibitor Manual. At such time after the close of the Exhibition as Exhibition Management may specify or upon sooner termination of this Agreement, all exhibits shall be removed and cleared from Exhibitor's booth space and vacant possession of Exhibitor's booth space shall be delivered to Exhibition Management in as good and clean order and condition as it was when delivered to Exhibitor. Exhibitor will pay the cost of repairing any damage caused to the Facility by the Exhibitor and/or its contractors. If Exhibitor uses its own pre-approved and properly insured contractors, Exhibitor agrees to indemnify, defend and hold harmless Exhibition Management and Facility Management from

any causes of action or damages claimed by any individual or party. Any property remaining after the last day designated by Exhibition Management for it to be removed may be held or otherwise disposed of by Exhibition Management and/or Facility Management at the Exhibitor's expense. No property may be removed from the Exhibition before the Exhibition ends. Exhibitor must remain with all artwork and/or their freight until the designated shipper has removed it from the premises.

#### **20. Safety:**

All display materials used for decoration must be flameproof. Exhibitor shall abide by all local ordinances and Exhibition Management and Facility Management rules regarding health, fire prevention and public safety. If inspection of Exhibitor's booth space discloses a failure to comply with any applicable law, code or regulation, or if Exhibition Management or Facility Management determines that all or any part of an exhibit presents a fire hazard or other danger, Exhibition Management or Facility Management may cause the removal of all or a portion of such exhibit at the Exhibitor's expense. Under no circumstances may the weight of any equipment or exhibit exceed the Facility's maximum floor load. Exhibitor accepts full and sole responsibility for any injury or damage to property or persons resulting from failure, knowingly or otherwise, to distribute the load of its exhibit material in conformity with the maximum floor load specification. Exhibitor acknowledges that Exhibition Management and Facility Management reserve the right to remove all persons and property from the Exhibition Facility without the necessity of, or resorting to, any legal proceeding and at any time may eject unruly, disorderly or otherwise disruptive persons from the Facility, including the booth space rented to Exhibitor and Exhibitor hereby waives any right or claim for damages in connection with the exercise by Exhibition Management or Facility Management of this right.

#### **21. Security Service:**

A security service for the Exhibition will be provided 24 hours a day. Security service will commence the first day of move-in and continue until the end of move-out. The security guard service supplied does not guarantee Exhibitor against loss, theft or other mischief; neither does it imply an assumption of liability for Exhibitor's property by the Facility or Exhibition Management. Merchandise security passes with an authorized signature and/or passes issued by Exhibition Management must be utilized for the removal of art work from the Exhibition. Special Exhibition badges must be worn by Exhibitor's staff. The above is for the benefit of the Exhibitor and shall not be construed as any guarantee or indemnification whatsoever to the Exhibitor against loss or theft or otherwise, nor does it imply an assumption of liability by the Exhibition, Exhibition Management, the Facility, or Facility Management with respect to any and all Exhibitor's property.

Exhibitors recognize that by participating in REVEAL Art Fair they assume security risks that cannot be eliminated by security services provided by REVEAL Art Fair, Inc. Security for individual booth space is

not included. Exhibitors are strongly advised to sufficiently protect all exhibition works and obtain adequate insurance coverage.

#### **22. Photography, Filming and Video Recording Rights:**

From time to time, photographs, motion pictures and/or video recordings may be made in the Exhibition Facility and may include images of Exhibitor, its employees, agents and related displays. Exhibitors may not hinder, obstruct or interfere in any way with such photography or recordings whether by Exhibition Management or its agents, and hereby consent to Exhibition Management's use of such recordings for commercial purposes. In connection with the other provisions of this paragraph, Exhibitor hereby grants Exhibition Management a non-exclusive, royalty-free, non-transferable worldwide license (without the right to sublicense) to use Exhibitor's trademarks, service marks, logos, trade names, copyrighted content, hypertext links, domain names, icons, buttons, banners, graphic files and images.

Unauthorized photography or video and audio recording of exhibits is prohibited.

#### **23. Errors and Omissions:**

Exhibitor agrees that Exhibition Management will not be liable in the event of any errors or omissions in the Exhibition's online catalog or in any related materials. The Exhibitor shall be responsible for the content of the entries. Each Exhibitor receives one online catalog image; additional images may be available for an additional fee.

#### **24. Assignment:**

This Agreement cannot be assigned by Exhibitor, in whole or in part, without the written approval of Exhibition Management. Exhibition Management may assign this Agreement without the prior written consent of Exhibitor.

#### **25. Costs, Expenses and Attorneys' Fees:**

If either party commences any action or proceeding against the other party to enforce or interpret this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from the other party the actual costs, expenses, and attorneys' fees (including all related costs and expenses) incurred by such prevailing party in connection with such action or proceeding and in connection with obtaining and enforcing any judgment or order thereby obtained.

#### **26. Applicable Law and Venue:**

This Agreement, its validity, construction and effect shall be governed by the laws of the State of New York. The parties hereto agree to submit to jurisdiction in the State of New York.

#### **27. General:**

Exhibition Management, in its sole discretion, reserves the right to amend, modify, or remove any of the provisions of this Agreement.