

ART MARBELLA

Modern and Contemporary Art Show

29 July – 3 August 2019
Palacio de Congresos, Ferias y Exposiciones
Marbella, Spain

Application 2019

ART GALLERIES

Deadline: March 22nd 2019

www.marbellafair.com

REQUIRED INFORMATION (Please print or type)

GALLERY AND CONTACT INFORMATION:

Gallery Name (as it will appear on all printed material) (*)		
Address (*)		
City & State Or Province (*)	Country (*)	Postal Code (*)
Website (*)	Telephone (*)	
Primary Contact (Name and Title) (*)	Primary Contact Telephone and Email (*)	
Additional Contact (Name and Title)	Additional Contact Telephone and Email	

(*) required fields

BILLING INFORMATION:

Company or Individual Name (*)	VAT Number (*)	
Address (*)		
City & State Or Province (*)	Country (*)	Postal Code (*)

(*) all fields are required

BOOTH CHOICE (Select preferred size)

The booth includes perimeter wall painted white, exhibitor set up passes, and standard exhibition entry in the exhibition catalogue/fair guide.

BOOTH DOES NOT INCLUDE: Lights, additional walls, sockets, storage, and door for storage.

<input type="checkbox"/> Select 24sq meters 260sq feet EUR 6,600 + VAT	<input type="checkbox"/> Select 48sq meters 507sq feet EUR 11,000 + VAT	<input type="checkbox"/> Select 80sq meters 858sq feet Premium Location EUR 17,500 + VAT
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Comments

PLACEMENT REQUEST

Special requests concerning location will be considered whenever possible, but cannot be made a condition of participation or relieve any applicant from any payment obligation under its agreements with ART MARBELLA.

APPLICATION FEE

A non-refundable application fee of €200 + applicable VAT (10% for Spanish entities) will be charged per application. Applications will not be considered until the application fee has been received. Galleries with successful applications will have the application fee deducted from the booth fee.

PAYMENT OPTIONS & CREDIT CARD GUARANTEE

- 1) A 5% discount will be applied to the booth price if payment is made in full at the time of acceptance, (10% if payment is made in full before 1 February 2019).
- 2) If payment of booth is made in instalments, payments are due as follows:
 - 30% upon acceptance
 - 40% by 3 May 2019
 - 30% by 7 Jun 2019

Payment of the booth fee must be made by **bank or wire transfer only**, using the following instructions:

Beneficiary: Brambleton, S.L
 Bank: Banco Santander, S.A.
 SWIFT: BSCHEMXX
 IBAN: ES69 0049 1508 71 2310274308
 Reference: Please indicate the name of the exhibitor

CREDIT CARD GUARANTEE AND AUTHORISATION

ART MARBELLA requires a Credit Card payment guarantee. We do not accept American Express.

In case payments are not made five days after the due dates, we authorize ART MARBELLA to debit the following credit card for the amount of the unpaid instalment:

Cardholder's Name	Credit Card Number	Expiration Date
Security Code	Billing Address	Cardholder's Signature

() all fields are required*

ITEMS REQUIRED FOR ALL APPLICANTS

The following information is required for all applicants of ART MARBELLA. Incomplete applications will not be considered.

- **PROGRAMME INFORMATION**

Enclose a brief description (no more than 1 page) of the gallery's programme. Be sure to reference recent exhibitions and publications as well as artists represented by the gallery. Please make sure the gallery's name is included on all attachments. Do not send catalogues or other reference materials.

- **VISUAL DOCUMENTATION (maximum of 6 images)**

1. Two digital images of installation views of the gallery. Images should present one or more views of shows installed in the past two years, and
2. Four digital images of works by represented artists (i.e. four art works in total; not four per artist).
All visual documentation must be sent via email. Included in this email should be your complete artists' list as well as your city, country and website information.

Low-resolution images are necessary due to the large volume of images received from applicants. Images will be incorporated into digital presentation and reviewed by the Selection Committee. The Selection Committee acknowledges that low-resolution images do not always reproduce artworks to their maximum advantage and the quality of low-resolution images is not a factor in their deliberations.

Please email all digital images to: info@marbellafair.com

ACCEPTANCE

Please note that this application will become a binding contract upon the issuance of written notice of acceptance from ART MARBELLA. By signing and submitting this application to ART MARBELLA, the applicant agrees to be bound by the terms and conditions of participation described herein.

Signature	Print Name	Date
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Please return to ART MARBELLA: info@marbellafair.com

TERMS AND CONDITIONS OF PARTICIPATION

GENERAL

ART MARBELLA is a project of BRAMBLETON SL. These Conditions of Participation govern the Exhibitor's participation in ART MARBELLA. ART MARBELLA reserves the right, at any time, without notice, to make any additional conditions or rules for participation. ART MARBELLA reserves the right to change the dates of the fair. The Exhibitor agrees to be bound by the conditions set forth below and by any subsequent conditions that ART MARBELLA may institute in connection with the Show. Submission of an application to participate in the Show constitutes the Exhibitor's acceptance of the conditions set forth below and of any subsequent conditions related to the Show.

SHOW DATES & TIMES

Monday 29 July 2019 6.00 pm to 10.30 pm - VIP, Professional and Press Preview and Reception
Tuesday 30 July 2019 6.00 pm to 10.30 pm
Wednesday 31 July 2019 6.00 pm to 10.30 pm
Thursday 1 August 2019 6.00 pm to 10.30 pm
Friday 2 August 2019 6.00 pm to 10.30 pm
Saturday 3 August 2019 6.00 pm to 10.30 pm

LOCATION

Palacio de Congresos, Ferias y Exposiciones de Marbella
Calle José Melia 2
29602 Marbella, Málaga
Spain

ACCEPTANCE OF EXHIBITORS

ART MARBELLA'S Selection Committee shall act as the sole and final judge of all applications and may accept or reject applications at its sole discretion on any basis permitted by law. The Exhibitor guarantees that all information submitted in connection with this application is complete and accurate, and that all work submitted for exhibition is authentic. The Exhibitor shall indemnify ART MARBELLA and its principals, agents and employees against any and all damages, costs and expenses, including legal fees, in connection with any claim whatsoever, including copyright infringement claims, for which ART MARBELLA may be sued or held liable relating to work submitted by or through the Exhibitor.

Acceptance of the application will be sent in writing in April 2019. ART MARBELLA has the right to cancel the acceptance of the application at any time, including during the Show, if the Exhibitor is found to have provided any false material, inaccurate or misleading information in connection with its application or if the Exhibitor fails to comply with these Conditions or any additional or revised conditions that ART MARBELLA may institute in connection with the Exhibition. In any event, ART MARBELLA shall have the right to revoke acceptance of any Exhibitor if it reasonably appears at any time that all or part of the Exhibitor's display violates the legal rights of any person or entity and the Exhibitor fails to remove that aspect of its display immediately upon ART MARBELLA request.

ART MARBELLA has the right to request complete details of the proposed exhibit and reserves the right to prohibit the exhibition of any artworks or other display which is not consistent with the nature and purpose of the event. The expense of the removal of such objects, if any, will be the responsibility of the Exhibitor. ART MARBELLA reserves the right to the revoke acceptance of the application, in accordance with the preceding

terms, at any time, and the Exhibitor shall nonetheless be responsible for all monies otherwise payable under this agreement, including the entire booth rental fee. Exhibitors shall be obliged to use the booth for the duration of the show and keep the booth sufficiently manned at all times during exhibition hours.

ALLOCATION OF SPACE

ART MARBELLA will allocate Booth space for the event. Reasonable efforts will be made to accommodate the Exhibitor requests concerning booth space. However, ART MARBELLA may, at its sole discretion, change the location of allocated space, as well as alter the shape of the booth if in ART MARBELLA'S sole judgment, circumstances demand it. ART MARBELLA reserves the right to rearrange the layout of unoccupied areas and alter the entrances and exits to and from the exhibition space, halls and aisles as it deems necessary or advisable.

SET-UP, DISMANTLING AND DECOR

The Exhibitor shall begin and complete all set-ups and dismantling only during the specified hours. To maintain the collectively desired overall appearance of the event, no additional lighting, furniture, or other equipment desired by the Exhibitor shall be used unless approved in writing in advance by ART MARBELLA. No additional walls, storage areas, etc. may be added to the booth without the prior written consent of ART MARBELLA. Order forms for additional services such as walls, telephones, lights, furniture, etc., will be provided after acceptance.

BOOTH SHARING

No Exhibitor may share, sublet or assign a booth either entirely or partially without written consent of ART MARBELLA. Decisions on the approval of shared booths rest solely with ART MARBELLA. A shared booth will only be approved on condition that all the applicants applying for the booth have already been accepted to the Show. Exhibitors sharing booths shall be joint and severally liable to ART MARBELLA.

CATALOGUE

ART MARBELLA will publish an online catalogue for the fair. Participation in the catalogue by exhibiting galleries is mandatory. Every Exhibitor is entitled to two full pages in the catalogue. Exhibitor pages in the catalogue must include at least one image; text only pages are not acceptable. Exhibitors have the option to purchase additional catalogue pages for an extra fee and/or include multiple images.

PAYMENT TERMS

After acceptance by the Selection Committee, Exhibitors will be invoiced for the total booth rental amount. Payment of the total booth rental can be made in three instalments. Please see "Payment Terms and Credit Card Guarantee" above. The Exhibitor agrees that in the event that the total amount has not been received by ART MARBELLA by 07 Jun 2019, ART MARBELLA shall have the right to treat the Exhibitor's failure to pay as a material breach of the contract, retain any payments previously made to ART MARBELLA, and recover from the Exhibitor the total booth rental amount, plus any collection costs incurred by ART MARBELLA (including legal fees) in enforcing its rights to collect such payment and costs. ART MARBELLA shall have the right to impose a late charge of up to 10% if the Exhibitor has not paid in full by 07 Jun 2019. The Exhibitor agrees that in the event that it has failed to make the required payments, its non-payment will constitute a material breach of its agreement with ART MARBELLA, and ART MARBELLA may reallocate the space formerly devoted to that Exhibitor as ART MARBELLA sees fit. Failure to make payments by deadlines will result in automatic charges to your credit card.

WITHDRAWAL BY AN EXHIBITOR

Any applicant may withdraw his/her application prior to acceptance. Once accepted, any Exhibitor may cancel his/her contract until 03 May 2019. After 03 May 2019, any Exhibitor who withdraws or cancels his/her contract will remain obliged to pay the full amount of the space rental and any further costs that may have been incurred by ART MARBELLA. Any Exhibitor who fails to occupy his/her booth by 12 pm on 29 July 2019 will forfeit his/her right to occupy the space and ART MARBELLA will claim full rights to that space. In such event, the Exhibitor shall remain liable for the full rental and any additional costs incurred by ART MARBELLA.

INSURANCE AND EXCEPTION FROM LIABILITY

Exhibitors must insure all their property and any and all property entrusted to them for display or other use in connection with the Show against the risks of fire, theft, burglary, breakage, leakage and water damage, and the risks of transport to and from the show. ART MARBELLA will not be liable for any loss or damage sustained by the Exhibitor in connection with the Show, or for the failure of the Exhibitor to obtain insurance, or for the failure of their insurance to cover any loss sustained. The Exhibitor hereby agrees to execute promptly at the request of ART MARBELLA any additional documents releasing ART MARBELLA from such liability as ART MARBELLA may request prior or subsequent to the Show. The Exhibitor agrees to indemnify and hold ART MARBELLA harmless from and against any claim whatsoever for injury, loss or damage resulting from any action or omission of the Exhibitor or its employees, agents or representatives including but not limited to any property damage or personal injury caused by the Exhibitor, its employees, agents or representatives.

SECURITY

ART MARBELLA will provide guards or security services for the show and show areas. Exhibitors will be required to comply with any security procedures requested by ART MARBELLA or the security service retained by ART MARBELLA. The Exhibitor recognizes that, by participating in ART MARBELLA, it assumes security risks that cannot be eliminated by security services to be provided by ART MARBELLA. Security for individual booths is not included under this paragraph. ART MARBELLA does not secure insurance coverage for any individual booth.

ELECTRICAL SERVICES

ART MARBELLA will provide common area lighting, but shall not be liable for any loss or damage due to failure or interruption of electrical service. No Exhibitor will be allowed to install its own power connections. Each Exhibitor (including all employees, agents, contractors or representatives) will strictly adhere to any and all applicable law and any requirements of the municipal fire, safety and security regulations.

MAINTENANCE

Each Exhibitor is responsible for the maintenance of its booth and will leave the booth in the same condition in which it was found, reasonable wear and tear expected. Cleaning services will be available at an additional charge for individual booths. Arrangements may be made in advance with ART MARBELLA.

ADDITIONAL CONDITIONS

ART MARBELLA may, if required by force or other reasons beyond its control, cancel, postpone, shorten or extend the Show. The Exhibitor shall have no right or claim for any damages of any kind, arising or alleged to arise by reason of any postponement, shortening or cancellation of the Show.

The Exhibitor agrees to comply with the rules and conditions required by all applicable authorities of Marbella, Spain. ART MARBELLA reserves the right to treat any violation of these and any subsequent conditions as a material breach of this contract and to require any Exhibitor to withdraw from the Exhibition as a result.



The Exhibitor agrees that in the event of such a violation, ART MARBELLA will be entitled to recover damages from the Exhibitor, including without limitation, any losses sustained by ART MARBELLA; and ART MARBELLA shall also be entitled to retain the full booth rental cost and any fees otherwise payable by the Exhibitor to ART MARBELLA under this agreement.

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