

## TERMS AND CONDITIONS OF PARTICIPATION IN THE OPEN ART FAIR 2009

The provisions under which the participation in the Open Art Fair may take place are established in these terms and conditions of participation.

### ORGANISATION

The Open Art Fair is a gallery exhibition for contemporary art and is organised by Onderneming & Kunst (Enterprise & Art), hereinafter referred to as: the organiser.

### PLACE, DATE AND ADDRESS

The Open Art Fair will take place in the Jaarbeurs Utrecht Exhibition Centre from Tuesday 8 to Sunday 13 September 2009. Address for correspondence: Onderneming & Kunst Herengracht 342 1016 CG AMSTERDAM Telephone +31(0)20-6264020 Fax +31(0)20-6250815 E-mail: info@openartfair.nl

### REGISTRATION AND PARTICIPATION

The Open Art Fair is open to galleries which meet the following conditions:

The gallery:

- has, as its principal activity, the sale and promotion of contemporary art
- is registered as such with the Chamber of Commerce
- has existed for at least 1 year
- organises a minimum of 4 shows each year of various artists
- advertises shows by distributing invitations, etc.
- can submit a show programme that looks ahead by at least 6 months.

To request stand space, the so-called Registration Form should be used. The form should be accompanied by a copy of an extract from the Chamber of Commerce, four invitations for shows held in 2008 and the show programme of the gallery until May 2009. The submission of this registration form with enclosures gives no guarantee of participation in the Open Art Fair.

### ALLOCATION

Participation takes place in the order of registration and is dependent on the availability of the stand space. The organiser allocates the place in the hall to the participant. As far as possible, the wishes of the exhibitor are taken into consideration.

### LAYOUT

The exhibitor can arrange the rented stand, in a timely manner, with works of art, which are solely those offered under his/her own name. The organiser reserves the right to instruct the participant, if necessary, to change the layout of his/her stand, be this in the interest of the exhibition, or due to government regulations. Changes and/or additions to the stands can only be carried out by the constructors of stands that are appointed by the exhibition.

### ADMISSION PRICE

The admission price amounts to € 10.00 per person, per visit.

Holders of the "over 65s pass" or the "young people's cultural pass" pay € 7.50 per person, per visit.

All admission prices include VAT. Accompanied children up to the age of 12 years are admitted for free.

### PROMOTIONAL TICKETS

All participants receive from the organisers 200 personalized promotional tickets.

A promotional ticket gives the right to admission for one person for one visit during the exhibition.

The first 50 tickets are charged at € 5.00 per ticket excluding VAT to the relevant participant, after which only the tickets used are charged for. If desired, additional promotional tickets can be ordered from the organiser.

### RISK

The organiser is in no way at all responsible for the exhibited items and other possessions and/or property of the participants and cannot be held liable for damage to these or for theft of these, whatever the nature or extent, irrespective of the obligation of the organiser to perform to the best of their ability, in order to ensure that, during the opening times of the exhibition, the set-up times and the clear-up times of the stands, the Jaarbeurs Utrecht Exhibition Centre provides protection according to the safety plan.

The participant is obliged to indemnify the organiser for every claim by third parties for compensation for loss, whatever the nature and extent, that is caused by the participant, persons for which the participant is responsible, his/her exhibited items and other possessions and/or property of the participant.

The organiser will provide a safety plan for the Open Art Fair during the opening times of the exhibition, the set-up times and the clear-up times of the stands. The organiser can be approached in order to view the plan of safety.

The organiser undertakes to ensure that the Jaarbeurs Utrecht Exhibition Centre sufficiently protects the Open Art Fair during the hours that the exhibition is closed.

### RENT OF THE STAND SURFACE AREA

The rental price per metre squared amounts to € 130.- for island and corner stands or € 115.- per metre squared for wall stands. The tariff given excludes 19% VAT and includes standard stand construction, 1 hanging spotlight every 2 metres of wall, floor covering and electricity consumption.

The provisional layout of the exhibition situated in Hall 3 and 4 of the Jaarbeurs Exhibition Centre, contains 99 stands, varying from 25 to 100 m<sup>2</sup>.

The stands are rented out on the basis of registration, whereby preference can be indicated for a corner, island or wall stand, plus the desired format. Preferences will be honoured as far as possible, but cannot be guaranteed.

Description of standard stand construction  
Wooden walls, painted white, 300-cm high, name board, 1 hanging spotlight per 2 metres of wall and floor covering.

No changes may be made to the standard stand construction, without permission of the organiser, such as a deviating height, colour or soft furnishings being applied. The walls have to be left in a good condition. Words or other forms of expression other than those accompanying the exhibited works of art are not permitted on the outside walls. Furthermore, participants must observe all requirements and regulations applicable in the Jaarbeurs Utrecht Exhibition Centre.

### PUBLICITY

The organiser shall carry out a thorough publicity campaign for the Open Art Fair. The participants are obliged to pay an extra contribution for the campaign of € 500.- excl. 19% VAT. The publicity plan will be submitted to the participants.

### CATALOGUE

A full colour catalogue, in book form, will be available at the Open Art Fair. Each participating gallery will be included in the catalogue as a 2-page spread. On these pages, there is room for a maximum of 1 colour reproduction per page. The closing date for submission of the catalogue form and the material to be published is Monday 16 June 2009. The organisation reserves the right to refuse images.

Participants are obliged to pay € 300.- excluding VAT. This amount is intended to cover the costs of the catalogue. The catalogue will be printed in an edition of a minimum of 4.000 items and will be sold for a price of € 7.50.

If desired, the participants can order an extra spread. The costs for this amount to € 250.-. A maximum of 1 image can be placed on each page. With regard to images and the copy, the participant is responsible for photographer's copyright and other obligations towards the artists or other entitled parties. The participant is obliged to indemnify the organiser for any claims by third parties.

## OPENING

The opening is organised on Tuesday 8 September 2009 from 18.00 hours. The organiser will invite to this the directorates and curators of the museums for contemporary art of the Netherlands, as well as the institutional collectors (companies, establishments, etc.). The Open Art Fair is also open to the public from 18.00 hours and the so-called promotional tickets are also valid. At around 19.00 hours, the exhibition will be officially opened.

## PAYMENT STAGES

The payment of the stand rental, as well as the costs for the catalogue, promotional tickets and the publicity campaign, plus the VAT owed, will take place in two stages, which are:

1. 50% within 14 days of the date of the advance bill. The advance bill will be sent on or after 1 April 2008.
2. 50% within 14 days of the date of the final bill. This bill will be sent on or after 6 July 2009.

## CANCELLATION

Because of the progress and the preparation, for cancellations after written allocation of the stands, 10% of the stand rental, in addition to the costs for the catalogue, promotional tickets and the publicity campaign, plus the VAT owed, are charged. For any cancellations after Wednesday 1 April 2009, the full amount for the stand rental, catalogue, promotional tickets and publicity campaign is charged.

## SCHEDULE

### CONSTRUCTION OF STANDS

Saturday	Sept. 5	8.00 a.m. – 12.00 p.m.
Sunday	Sept. 6	8.00 a.m. – 12.00 p.m.

### SET-UP OF STANDS

Monday	Sept. 7	8.00 a.m. – 10.00 p.m.
Tuesday	Sept. 8	8.00 a.m. – 2.00 p.m.

### OPENING TIMES

Tuesday	Sept. 8	2.00 p.m. – 6.00 p.m. press preview 6.00 p.m. – 10.00 p.m. opening
Wednesday	Sept. 9	11.00 a.m. – 7.00 p.m.
Thursday	Sept. 10	11.00 a.m. - 7.00 p.m.
Friday	Sept. 11	11.00 a.m. - 7.00 p.m.
Saturday	Sept. 12	11.00 a.m. - 7.00 p.m.
Sunday	Sept. 13	11.00 a.m. - 7.00 p.m.

### CLEAR-UP OF STANDS

Sunday	Sept. 13	7.00 p.m. - 12.00 p.m.
Monday	Sept. 14	8.00 a.m. – 12.00 a.m.

### DISASSEMBLY OF STANDS

Monday	Sept. 14	12.00 a.m. - 12.00 p.m.
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## GENERAL TERMS AND CONDITIONS OF PARTICIPATION

The organiser can cancel the exhibition by means of written cancellation to the exhibitor, for reasons they judge to be of importance. The organiser can be held in no way liable for the consequences of the contract terminated with the exhibitor due to this. The organiser shall reimburse the payments made by the participants, with the understanding that, in the event that the cancellation is the result of circumstances beyond their control, they can retain an amount in order to cover the costs incurred in the interest of the exhibition up to the time of cancellation.

The organiser has, at all times, free access to all stand spaces in order to carry out checks or work in the interest of the exhibition.

The participant is personally responsible for the behaviour of all persons appointed or supervised by him/her.

The participant shall:

- follow all instructions and the provisions of the organiser and their staff and of the security personnel;
- follow the applicable fire brigade regulations and the municipal provisions;
- exhibit no work on behalf of another trader;
- use the stand space allocated to them solely for their own exhibition means;
- maintain supervision of his/her stand during the opening times;
- shall not, in any way at all, show or distribute any work outside of the rented space.

The participant may only display paintings, drawings, sculptures or any works of art which are real and original and which are provided with correct descriptions which are not misleading.

Should one or more of the aforementioned obligations not be met, the organiser is entitled to consider the agreement to have been immediately dissolved. Consequently, he can refuse access of the participant to the hall and he can rent out the stand space to somebody else, without prior notice of default or legal intervention being necessary and without the participant having any right to reimbursement of the rental costs.

In cases not provided for within the scope of these terms and conditions of participation, the organiser will make a decision.