

Terms and conditions

The participating galleries in **JUSTMAD** can apply to:

General Program

Booths between 10 and 13 lineal metres. Three artists maximum.

Brand New

Galleries and emerging spaces of less than two years from opening. Booths of 7 lineal metres approx.

Espacio Portugal

Only by invitation of the curator Lourenço Egreja.

Press, publications

One table and one chair.

Prices of the spaces

The standard price of the General Program is 5,000 € for a stand of 17m2. Due to the characteristics of the venue, in some cases stands will be charged by linear metres and the figures will be rounded to adapt to the price of the stands in the application. 10% VAT will be added to all these prices.

300 € plus VAT will be charged for Exhibitor Services which provides for two pages in the catalogue for each gallery, one page for each leading article, Wifi, civil liability insurance and participation in promotion and publicity support.

Applicants should attach the receipt for the transfer of 300€ plus **10% VAT to the application form by way of registration**. This amount will be deducted from the invoice in the case of being accepted. It will be considered as an administration fee in the case of being rejected and will not be refunded.

The deadline for the acceptance of applications will be **30 June 2018**. The selection committee will meet during the month of July and the accepted galleries will be informed by **01 September 2018**.

From its approval onwards, the application represents a contract which will allow the applicant to exhibit at **JUSTMAD**. Special requests relative to position and space needs will be dealt with in strict respect of the order of payments. In no case will they be considered part of the conditions of participation.

The information and the application forms for lighting and other services will be delivered with the Exhibitor Kit, following the acceptance of your application. The Terms and Conditions of exhibition cover (by means of this reference) the attached Conditions of Participation. The signed and dated application confirms that the signatory below has received a copy of the Conditions of Participation and understands and commits to comply with the rules contained within. The definitive allocation of space will be communicated to the exhibitor once the total sum of the payments has been received.

Information about the payment

- 300 € and 10% **VAT** for the galleries of the general program or in sections.
- 100 € and 10% **VAT** application for press, publications, etc.

This amount will be deducted from the total due if the application is successful but will be considered as management costs if it is not, and will not be refunded.

Payment deadlines

- Registration fees must be deposited along with the application filing.
- 50% of total amount due must be paid following acceptance of participation (minus the amount paid in advance in the registration).
- The remaining 50% must be paid before November 30th, 2017.

It is required to have paid all the bills for participate in the fair. All the payments not paid at time will charge with 5% of the total of the amount.

Payment methods

By wire transfer

Please notify the **JUSTMAD** offices by email prior to making payment via wire transfer. For payments use the following account:

Santander

C/ Fuencarral, 79. 28004 Madrid, Spain
IBAN: ES31 0049 5120 8023 1607 2449
SWIFT/BIC: BSCHEMXX
ART FAIRS, S.L.

Bankinter

C/ Arroyo Fresno 17- 28035 Madrid, España
IBAN/Nº CC: ES26 0128 0071 78 0100026844
SWIFT CODE/ BIC: BKBKESMXX

Application form

1. General:

JUSTMAD is a project of Art Fairs SL, ("**JUSTMAD**" onwards). These Conditions of Participation set forth the terms and conditions of the exhibitor's participation in **JUSTMAD** 2019. **JUSTMAD** reserves the right to, at any time, issue other rules and regulations of participation.

2. Show dates:

February 26th-March 3rd, 2019.

3. Art works on exhibit:

Paintings, drawings, and sculpture; graphics and multiples; photography; art books; periodicals, and journals; video. All works shown should be of gallery quality and consistent with the aesthetic parameters set by **JUSTMAD**.

4. Admission to exhibition:

JUSTMAD shall be the sole and final judge of all applications and may accept or reject applications in its sole discretion. Final admission is contingent upon review and approval of an Exhibition Proposal. The exhibitor guarantees that all information in his/her application is accurate and that every work submitted for exhibition is authentic. Admission will be confirmed in writing. **JUSTMAD** 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 Conditions. The exhibitor is liable, and will indemnify **JUSTMAD** for and from any and all loss or damage incurred by **JUSTMAD** that is a result of any breach of these Conditions. **JUSTMAD** has the right to require complete details of the exhibition proposal and reserves the right to prohibit the exhibition of any object that does not meet the requirements of the exposition. If necessary, the removal of such objects will be at the expense of the exhibitor.

5. Assignment of spaces:

The assignment of the exhibition spaces corresponding to each gallery will be undertaken by **JUSTMAD**, who will carry out the task, taking into account the nature of the works to be exhibited, or following its own criteria and the date the application was received. Due to the amount and diversity of the spaces, the management of **JUSTMAD** may assign alternative spaces to the proposal received in the application, depending on availability, the gallery owner being able to accept or reject the proposal. In the case that the gallery owner rejects the suggestion of the management and wishes to withdraw from the fair, the amount received by way of booking will be reimbursed, without the right to any subsequent claim.

JUSTMAD may, if necessary, change the location of allocated space, as well as alter the final layout of the booth if circumstances demand such measure. **JUSTMAD** reserves the right to rearrange the layout of unoccupied areas, and to alter entrances and exits to and from the exhibition space, halls, and aisles.

The definite allocation of space will be communicated to the exhibitor once all the payments have been made.

6. Coexhibitors:

No exhibitor may sublet his/her booth either entirely or partially without the express written consent of **JUSTMAD**. Products, exhibitors or individuals other than those specified in the exhibitor's application cannot be shown or advertised in the booth.

7. Inspection of the exhibited works

The management of the fair together with the Selection Committee will inspect, both during the set-up and throughout the fair, that the design of each gallery is in accordance with that which has been approved by the Committee for participation at the fair, with respect to its correct positioning and set-up in the stand, dependent on its spatial concept and the objective criteria of the fair. The exhibitor must follow the criteria of the management and in the case of failure to comply with them, the management reserves the right to close down the stand without reimbursement to the exhibitor and the exhibitor will have no right to receive any amount in regard to compensation or whatever other reason.

Any increase or reduction of walls in the stand must be approved by the management of the fair.

8. Payment conditions:

50% deposit of the total amount due must be paid following the acceptance of the application. A second payment of 50% must be deposited before November 30th, 2018. In the case the exhibitor fails to make payment as agreed, they will be in default and **JUSTMAD** will have the right to retain exhibitor's deposit and all other amounts paid. **JUSTMAD** reserves the right to pursue any and all other measures according to the local law with respect to exhibitor's default.

9. Default and/or breach:

In the event that exhibitor fails to fulfil payments as agreed herein or breaches any term or condition contained in this agreement (or any other supplemental documents incorporated, such as the Exhibitor Kit), exhibitor shall be in default under the terms of this agreement, and 120% of all fees shall be payable to **JUSTMAD** as collateral damages. Exhibitor acknowledges that the additional 20% assessed is reasonably related to **JUSTMAD**'s anticipated loss of revenues. **JUSTMAD** shall thus have the right to retain exhibitor's deposit and all other amounts paid under the terms of this agreement. **JUSTMAD** reserves any other remedies with respect to any default by exhibitor. In the event of default by exhibitor, **JUSTMAD** shall have the right, but not the obligation, to lease the subject booth space to another exhibitor prior to the Exhibition.

10. Insurance and exemption from liability:

It is the exhibitor's prerogative to obtain insurance coverage for damage to or loss of any article at the show due to any reason, including fire, theft, burglary, breakage, leakage and water damage, or transport to or from the show grounds. In any event, the exhibitor assumes all risk of loss or damage to any of its Articles. **JUSTMAD** will not be liable to any exhibitor for any direct, incidental or consequential damages or loss to exhibitor, to his/her property or articles in any way connected with exhibitor's participation. **JUSTMAD** will not accept any responsibility for the wellbeing of any art and materials consigned

to or in the possession of any exhibitor during the exhibition. All of exhibitor's personal property of every kind of description which may at any time be in the booth space or on the exhibition premises shall be at exhibitor's sole risk, and **JUSTMAD** shall not be liable for any damage, that is, property loss suffered by the exhibitor, including theft. **JUSTMAD** shall not be liable for any such injury or damage caused by other exhibitors or any other person(s) either on the exhibition premises or elsewhere.

11. Security:

Security services will be provided 24 hours a day by uniformed guards during the show and at the showing areas. Guard service will commence the first day of installation and continue until the dismantling is over. Nevertheless, **JUSTMAD** shall not be liable for any loss or damage due to theft. To maintain security, once set-up begins, nothing can be removed from the show premises unless accompanied by a merchandise and/or security pass, through the dismantling period. Only exhibitors may bring articles onto the premises throughout the duration of **JUSTMAD** 2019.

12. Electrical services:

JUSTMAD will provide common area lighting, but shall not be liable for any loss or damage due to failure or interruption of any service. No exhibitor is allowed to install his/her own power connections. Fire, safety and security regulations must be adhered to.

13. Maintenance:

JUSTMAD will be responsible for keeping the common areas of the show site clean. Each exhibitor is responsible for the maintenance of his/her booth and will leave the booth in the same condition in which it was found, reasonable wear and tear accepted. All hanging devices must be removed from the wall when dismantling the booth.

14. Expenses and taxes:

The exhibitor assumes full responsibility for the payment of expenses incurred by the gallery's management and staff in connection with the operation of its booth. It is not the responsibility of **JUSTMAD** to advise exhibitors on city, state or local taxes derived from sales. All city, state and local taxes, and licenses, if any, are responsibility of participating exhibitors.

15. Contract terms to be exclusive:

This written agreement contains the sole and entire agreement between the parties, and supersedes any and all other agreements between them. The parties acknowledge and agree that neither of them has made any statement with respect to the subject matter of this agreement or any comments inducing the execution and delivery of this agreement except those that are specifically set forth in this agreement. Each party acknowledges that it has relied on its own judgment in entering into the agreement. The parties further acknowledge that any statements or comments that may have been made prior to this agreement by either of them to the other are void and of no effect and that neither of them has relied on the same in connection with her or its dealings with the other. Any and all changes or modification to these terms must be executed in advance, in writing.

16. General remarks:

JUSTMAD is entitled in the case of compelling reasons to postpone, reschedule, relocate, shorten or extend the exhibition without liability or obligation to the exhibitor. The liability of **JUSTMAD** for failure to perform its obligations under this agreement is limited to a refund of the exhibitor's deposits and booth fees paid. Further, if **JUSTMAD** is delayed or prevented from performing any of its obligations under this agreement by any cause whatsoever beyond **JUSTMAD**'s control, the period of such delay or such prevention shall be deemed added to the time herein provided for the performance of any such obligation by **JUSTMAD**, or **JUSTMAD**, in its sole discretion, may cancel this agreement and the parties hereto shall be released of all further obligations and liabilities each may have to the other. **JUSTMAD** reserves the right to expel from the exhibition any exhibitor who violates the rules stated herein. The exhibitor will remain liable for the liquidation of the booth rental and any additional charges incurred. Notwithstanding any conflict of law provisions, Spanish laws shall be applicable to these Conditions and all matters arising from exhibitor's participation in **JUSTMAD**.

I have read the above terms and conditions, understand these terms and agree to all as stated.

Signature

Date

Gallery

Gallery name:

Established in (year):

Address:

Zip code:

City:

Country:

Phone:

Email:

Web:

Other offices (specify address):

Invoking detail:

VAT registration nr:

Gallery contact

Name and surname:

Job title:

Phone direct:

Mobile:

Email:

Type of participation requested

Programa general Approx. 17 m2 — 5.000 € Approx. 15 m.l. — 4.500 € Approx. 13 m.l. — 4.000 € Approx. 10 m.l. — 3.000 €**Solo Portugal** (only by invitation of the
curator Lourenço Egreja)**Brand new** Approx. 7 m.l. — 2.500 €**Press, publications** 1.000 €

Artists of the gallery

Name and surname:

Name and surname:

Name and surname:

Artists proposed for JUSTMAD (please include detail of the images of the artworks part of this proposal)

Name and surname:

Name and surname:

Name and surname:

Company stamp and signature of the authorized representative

Date