

ART NOW FAIR -- Exhibitor Application & Conditions of Participation

December 5 - 8, 2019, ELV exhibit hall at Washington and 17th Street, Miami Beach, Florida



Thursday, December 5, noon – 9pm • Opening celebration 6 – 9pm

Friday, December 6, 11am - 8pm

Saturday, December 7, 11am - 8pm

Sunday, December 8, 11am - 6pm

Application deadline: August 9, 2019

Please print clearly with BLOCK letters. Mail this application along with a maximum of 5 images, high resolution 300 DPI (approximately 7x7"). Any supplemental material may be included. Please note that application materials will not be returned.

Application Fee: a non-refundable \$350. USD application fee is required with your application. Only checks drawn on US banks are accepted. A \$35. USD wire fee must be added to all wire transfers; please include gallery name to ensure proper credit. A deposit of \$1,500. USD must accompany the application fee; **for a total of \$1,850. USD (\$1,885. for wire transfers)**. If you are not accepted into ART NOW FAIR Miami Beach, the \$1,500. USD deposit will be returned. Application fee is non-refundable.

Gallery: _____

Address: _____

City: _____ State: _____ Postal Code: _____

Gallery Telephone: _____ Gallery E-mail: _____

Gallery Website: _____

Gallery Contact: _____ Gallery Contact's Cell: _____

Gallery Contact's E-Mail: _____

Booths: Please select your preferred booth size. Art Now Fair does **not** charge any advertising fees. Art Now Fair takes place on two floors of the venue.

___ 200 Square Feet/ 18.6 Square Meters	11,500. US\$
___ 300 Square Feet/ 27.9 Square Meters	16,000. US\$
___ 400 Square Feet/ 37.2 Square Meters	20,500. US\$
___ 500 Square Feet/ 46.4 Square Meters	25,500. US\$
___ 600 Square Feet/ 55.8 Square Meters	30,500. US\$

Larger Booth Sizes Available, Please Inquire.

Standard Booth Packages: Included in all booth sizes, booth signage, drayage, general lighting (quantity to be determined).

Additional Fees: Extra lights above general lighting, paint color other than white, walls over the allotment will carry additional fees. Booth assignment and fair configuration are at the sole discretion of ART NOW FAIR and may not be made a condition of participation. Exhibitor booth may vary in size and configuration due to on-site necessary adjustments.

Acceptance: Accepted applications are bound unconditionally by the Conditions of Participation listed below. ART NOW FAIR will not process applications without payment of application fee and deposit. Accepted applicants will be notified by September 20th in writing via US mail or email. Once accepted, full payment will be due net 15 days of invoice date. Waitlisted applicants will be added in the place of applicants who fail to make full payment by the due date. An exhibitor who fails to pay in full by the agreed upon due date will lose his/her right to exhibit and forfeits all payments previously made to ART NOW FAIR.

Please mail your application and payment to:

Mailing Address

or

Bank Wire

Art Now Fair

P.O. Box 20478

New York, NY 10011 USA

Please contact us at 917.273.8621 for wire instructions.

Enclosed Check # _____ Amount: _____ Date: _____ or

Wired Funds: _____ Amount + \$35 Wire Transfer Fee = _____ Total or

Credit Card Authorization (3.5% processing fee will be added to all credit cards):

Card Number _____ Expiration _____ Security Code _____

Card Billing Address _____

circle one: Visa or Master Card or AMEX

Amount to charge (3.5% processing fee will be added to this amount) _____

Card Billing Zip Code where statements are mailed _____

By signing below, I have read this agreement & Conditions of Participation (pages 1- 6) and agree to the conditions herein of this agreement.

Authorized Signature: _____ Date: _____

Print name in BLOCK letters: _____

For ART NOW FAIR use:

Accepted by ART NOW FAIR: _____ Date: _____

This agreement shall take effect and be enforceable by Exhibitor only when countersigned by ART NOW FAIR, which verifies acceptance into ART NOW FAIR in Miami Beach.

Conditions of Participation

Exhibition Admission: Exhibitor (applicant) agrees to be bound unconditionally by the Art Now Fair (a NY Corporation) guidelines, rules and regulations. By execution of this Agreement, Exhibitor acknowledges and accepts these Conditions of Participation. The Exhibitor promises to abide by these Conditions of Participation contained in this Agreement and such further rules and regulations governing the terms of the Fair as may be implemented by Art Now Fair at its sole discretion. Exhibitor's use of the booth space and the Exhibition premises shall be subject at all times to those rules and regulations adopted by Art Now Fair.

Cost of Exhibition Services Provided: Services included in Exhibitor's fee are indicated on the Exhibitor application and contract. All standard allowances are determined solely by Art Now Fair. Please note that sizes of booths are given as an estimate, booth size may vary due to on site necessary adjustments and actual interior dimensions less wall thickness or wall crawl as some examples. Any oversized boxes or crates left behind by exhibitors will carry a fee for removal off property, charged to the exhibitor.

Payment: Full payment is due net 15 days of invoice date. If full payment is not received by said date, accepted Exhibitors will be subject to cancellation in order to accommodate Applicant Exhibitors held on Art Now Fair's wait list. In the event that Exhibitor fails to make payments as agreed herein or breaches any term or condition contained herein, Exhibitor shall be in default hereunder, and Art Now Fair shall have the right to retain Exhibitor's deposit and all other monies paid hereunder, and reserves any other remedies it may have in law or in equity with respect to any default by Exhibitor hereunder. In the event of default by Exhibitor, Art Now Fair shall have the right, but not the obligation, to lease the subject booth space to another exhibitor prior to the Exhibition. ALL SALES FINAL. Prices are quoted as cash discounted prices, charge card payments will be processed at a 3.5% premium on balances due. Late fees will be charged at Art Now Fair's discretion on past-due amounts owed by the exhibitor.

Co-Exhibitors: Exhibitors may not assign or sublet all or any of their space contracted without the prior written consent of Art Now Fair. There will be a surcharge for each approved co-Exhibitor as determined by the organizer, at a rate of \$750. for each (if any) approved co-exhibitor.

Cancellation Policy: Cost and fees will not be refunded if an Exhibitor withdraws at any time. Art Now Fair may, in its sole discretion, cancel this Agreement and the parties hereto shall be released of all further obligations and liabilities each may have to the other, except that Art Now Fair reserves the right to retain any monies paid for good cause, as liquidated damages. Further, if Art Now Fair is delayed or prevented from performing any of its obligations under this Agreement by reason of strike, weather, act of God, labor troubles, or any cause whatsoever beyond Art Now Fair'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 Art Now Fair. Exhibitor should have cancellation insurance. Upon acceptance by Art Now Fair and countersignature of this document, a copy will be returned to the Exhibitor. This Agreement is not subject to cancellation or modification by Exhibitor after execution and countersignature, except by mutual written Agreement between the parties hereto. Exhibitors agree to be bound unconditionally by the Art Now Fair's rules and regulations as may be set forth by Art Now Fair in addition to those set out in these Conditions of Participation.

Multimedia: Any Exhibitor presenting video or artwork that produces any type of noise that Art Now Fair, in its sole discretion, determines to be interfering with the ability of Art Now Fair or Exhibitors to conduct business will be asked to turn the volume on the media down or off, or to remove the media altogether. Consent to use of video and/or film images: Exhibitor acknowledges that Art Now Fair will film and document the event and Exhibitor agrees not to hinder, obstruct or interfere with such photography or video. Exhibitor and any of its artists whose works may be captured in that video or film image consent to the use of these video and/or film images by Art Now Fair or its agents for commercial purposes in marketing and advertising this Fair or any other fair.

Indemnification: Exhibitor agrees to indemnify and hold harmless Art Now Fair and the exhibition facility wherein the Art Now Fair is being held, and each of their respective affiliates, officers, directors, employees, agents, and contractors against all claims, losses, suits, damages, judgments, expenses, costs (including without limitation reasonable legal fees and amounts paid in settlement) and charges of every kind arising out of or resulting from (i) Exhibitor's execution of this AGREEMENT or its occupancy of the space herein contracted for, or (ii) the acts, omissions, or negligence of Exhibitor, Art Now Fair, or, its employees, agents, or contractors, or other Exhibitors by reason of personal injuries, death or property damage or any other cause of action sustained by any persons or others.

Limitations of Liability: Exhibitor acknowledges and agrees that Art Now Fair will not be responsible for the safety or well-being of any art, property, merchandise, or materials consigned to or in the ownership of any Exhibitor during the Art Now Fair dates, as well as during move-in and move-out, or for damage or loss incurred during shipping or transport of art, property or materials to and from the Fair. Art Now Fair shall not be responsible for loss or damage to displays or goods belonging to Exhibitor or consigned to Exhibitor or otherwise brought to Art Now Fair by or on behalf of Exhibitor, whether resulting from misuse, negligence, fire, storms, water, air conditioning or heating failure, theft, pilferage, mysterious disappearance, bomb threats or other causes. All such items are brought to Art Now Fair and displayed at Exhibitor's own risk, and should be safe-guarded at all times. The Exhibitor waives any and all claims against Art Now Fair for injury to Exhibitor, its agents, servants, and/or employees while in the exhibition premises, and for any damage of any nature including damage to its business by reason of the failure to provide space for its exhibit or any failure to hold the exhibition as scheduled.

Insurance: Exhibitor agrees and acknowledges that neither Art Now Fair nor its vendors or contractors maintain insurance covering the Exhibitor's property or for Exhibitor's employees, agents, independent contractors, volunteers or other associates, and that it is the sole responsibility of the Exhibitor to obtain such insurance. Exhibitors in Art Now Fair must carry: Statutory limits for workers' Compensation coverage; and commercial general liability including products and completed operation, independent contractors, personal injury and blanket contractual liability insurance limits of at least \$1,000,000 per occurrence, \$2,000,000 aggregate. These coverages must be evidenced by a Certificate of Insurance with a 30-day notice of cancellation provision to the holder. The certificate must name Art Now Fair, Inc. as additional insured and must be provided to Art Now Fair no later than September 30th. Exhibitor also understands that neither Art Now Fair nor its facility or contractors maintain insurance covering Exhibitor's property, Exhibitor is solely responsible for obtaining and holding such insurance.

Authenticity: All Exhibitors are strictly accountable for the authenticity of the works of art, which are shown and sold at the exposition. Should the authenticity of any work of art be placed in issue during the course of the exhibition, Art Now Fair reserves the right to have said work withdrawn from the exposition unless the Exhibitor can furnish documentation that satisfies Art Now Fair as to the work's provenance. All such decisions are at the sole discretion of Art Now Fair. The Exhibitor shall indemnify and hold Art Now Fair harmless against any claims whatsoever made with regard to the authenticity of any work, whether sounding in contract or tort. The obligation to indemnify shall include a duty to defend Art Now Fair against any such claims, and to indemnify it against any expenses, or costs of such defense, including attorney's fees.

Tax: Florida State officials will collect sales tax at the end of Art Now Fair for sold artwork. Exhibitor is solely responsible for compliance with Florida State sales tax requirements and ensuring that it is present to pay such taxes to the Florida State tax offices. Failure to comply may result in additional interest and penalty charges on all tax liabilities. It is Exhibitor's responsibility to make the appropriate tax payments and filings. Art Now Fair bears no responsibility for the failure of Exhibitor to comply with Florida State sales tax requirements.

Facility: Exhibitor shall not post, tack, screw, nail, puncture or otherwise attach anything to the structure of the facility in which the event will take place. Exhibitors may use screws and nails only in their assigned walls, and must remove them prior to move-out.

Move-In and Move-Out: Customs (if any) must be cleared and handled by official contractors. Move-In and Move-Out dates and times will be listed in the exhibitor's manual. In the event that an Exhibitor fails to vacate his booth/exhibition space by the deadline provided by Art Now Fair, Art Now Fair or the Facility management will retain a shipper of its choice to package the art works and transport them to the shipper's own warehouse for storage until such time as they are retrieved by the Exhibitor. Retrieval of the art work from the shipper will be at Exhibitor's own expense, and Exhibitor acknowledges that the expense of retrieving the art work may include (but not be limited to) the cost of packing, transporting, handling, storing, shipping the art work, as well as other fees imposed by the shipper. Art Now Fair shall bear no liability or responsibility for works of art retrieved and retained by a shipper as described in this section.

Exposition Cancellations: Should any contingency beyond the reasonable control of Art Now Fair prevent holding of the exhibition, Art Now Fair may retain such part of Exhibitor's deposit or prepaid rental as shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred. Both parties will thereafter be relieved of any other and all further liability. Art Now Fair shall not incur any liability or consequential damage whatsoever in case of event cancellation.

Balances Due: For balance due to Art Now Fair, Exhibitor gives permission to Art Now Fair to charge any amount due on any credit card provided, including other parties' credit card on file who is affiliated or exhibiting with the gallery. All SALES FINAL. Late fees will be charged at Art Now Fair's discretion on past-due amounts owed by exhibitors.

This Agreement constitutes the entire agreement between parties. There are no other agreements, oral or written, other than contained herein. This Agreement may not be amended except in writing signed by both parties, which specifically references this Agreement.

This Agreement is not assignable by any Exhibitor without the written consent of Art Now Fair. The Agreement is fully or partially assignable by Art Now Fair. In the event that any individual provision of this Agreement shall be deemed invalid by any court of competent jurisdiction, the remaining provisions of this agreement shall remain in full force and effect.

This Agreement is governed solely by the laws of the State of New York. In the event of any and all litigation arising from this Agreement, the parties hereby agree that the sole venue for all legal action shall lie exclusively in the appropriate Courts of the City of New York, New York. The parties have participated jointly in the negotiation and preparation of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The parties intend that each covenant, term and condition contained herein shall have independent significance. If any party has breached any covenant, term or condition contained herein in any respect, the fact that there exists another covenant, term or condition relating to the same subject matter (regardless of the relative levels of specificity) which the party has not breached shall not detract from or mitigate the fact that the party is in breach of the first covenant, term or condition.

Exhibitor Cancellation: Exhibitor acknowledges and agrees that by canceling their approved participation in the fair the Exhibitor harms Art Now Fair. Such loss suffered by Art Now Fair is difficult to determine for various reasons. If cancellation is made by the Exhibitor 90 days or less prior to show's move in date, 100% of booth space costs are due to Art Now Fair. Furthermore, Exhibitor acknowledges and agrees that any attorney and legal fees incurred by Art Now Fair because of the Exhibitor for any reason is the sole responsibility and obligation of Exhibitor. Exhibitors wishing to cancel participation must notify Art Now Fair by certified mail. Reductions of space are not allowed.

Balances Due: On-site payments and/or any past due balances due will carry a 5% late fee and a 3.5 % credit card processing fee for onsite payments. For any payments due onsite, only cash, Visa, MasterCard or Amex will be accepted.

Security: Security guard service is provided to prevent entry to the exhibition area by anyone not authorized by Art Now Fair. This security does not guarantee exhibitors against loss, theft, or other mischief and by no way implies an assumption of liability for loss, destructions, theft, or vandalism of any of the exhibitor's property or injury to any of the exhibitors' personnel, agents, or employees. This security 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 Art Now Fair with respect to any and all exhibitors' property. Exhibitor assumes all risks for transport, installation, and exhibition of art and personal property.

General Remarks: Special Exhibition badges must be worn by Exhibitor's Staff. All verbal agreements, individual permits, and special arrangements must be confirmed in writing. Violation of the rules can lead to Exhibitor expulsion without refund. No signs or banners extending beyond the limits of an Exhibitor's booth will be allowed unless confirmed in advance and in writing by Art Now Fair. Exhibitor must keep booth staffed and open during Art Now Fair hours. Art Now Fair does not guarantee any sales of art work during the fair to any exhibitor. All balances must be paid in advance of the fair. Exhibitors with outstanding balances will not be allowed into the fair and shipments will not be accepted into the fair venue. Exhibitor agrees to abide by the aesthetic standards set forth by Art Now Fair, and Exhibitor agrees to be bound by all rules, regulations, terms and conditions contained in the Exhibitor's Manual, which Art Now Fair will supply to accepted Exhibitor. Art Now Fair may change fair site locations and venue at anytime. By execution of this Agreement, Exhibitor acknowledges and accepts the Conditions of Participation hereof (pages 1 - 6). The Exhibitor promises to abide by the terms contained in this Agreement and such further rules and regulations as may be implemented by Art Now Fair governing the terms of the Exhibition. Exhibitor's use of the booth space and the Exhibition premises shall be subject at all times to those rules and regulations adopted by Art Now Fair. Art Now Fair may at any time host another fair within Art Now Fair's venue without the approval of any exhibitor. This Agreement when signed by Exhibitor shall constitute an agreement for exhibition space in Art Now Fair but only when duly countersigned by Art Now Fair or its agents and representatives. It is subject to review and approval by Art Now Fair and therefore Art Now Fair reserves the right to reject any application for any reason. There exists no obligation by Art Now Fair to any applicant until a completely executed Agreement has been signed by both the Exhibitor and Art Now Fair and all payments due to Art Now Fair are paid in full. Art Now Fair does not guarantee specific booth placement, booth configuration, or booth footage and reserves the right to make changes in booth assignments, and square footage allocations, within the exhibiton, at its sole discretion at all times. Booth wall and floor condition will be returned to original state by Exhibitor -- nails, screws and signage used by Exhibitor will be removed and floor broom swept and free of any empty tape, crates or boxes. Excessive damage to booth walls by Exhibitor carries a fee. Additional fees will be charged for large, heavy and oversized sculpture for drayage and labor. The Agreement is fully or partially assignable by Art Now Fair.

No Overhanging: Overhanging will not be allowed and Art Now Fair may ask exhibitor to remove artwork from their booth. Exhibitor grants permission to Art Now Fair to remove artwork if not done so by Exhibitor.

Severability: In the event that any individual provision of this Agreement shall be deemed invalid by any court of competent jurisdiction, the remaining provisions of this agreement shall remain in full force and effect.

Additions and/or Corrections: Exhibitor agrees to accept notice of additions or amendments to the Art Now Fair Rules and Regulations and acknowledges them as part of this agreement.