

Special Terms and Conditions for Participation

in events organised by

Karlsruher Messe- und Kongress GmbH
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17. – 20.02.2022

01. Event: art KARLSRUHE 2022

International Fair for Classic Modern and Contemporary Art

02. Organiser

Karlsruher Messe- und Kongress GmbH (Messe Karlsruhe)
Postfach 12 08, 76002 Karlsruhe, Germany

03. Date(s) and venue

February 17 to 20, 2022, Messe Karlsruhe
Opening hours: 11 a.m. to 7 p.m.
Preview: February 15, 2022, 2 p.m. to 7 p.m.
Vernissage: February 16, 2022, 11 a.m. to 7 p.m.
STC as of June 2021, subject to changes due to the current pandemic situation

04. Assembly and dismantling periods:

Setup:

February 14, 2022, 8 a.m. to 9 p.m.
February 15, 2022, 8 a.m. to 2 p.m.

Dismantling:

February 20, 2022, 7 p.m. to midnight
February 21, 2022, 8 a.m. to 10 p.m.

05. Registration/admission

Applicants must register using the enclosed registration form which must be sent to Karlsruher Messe- und Kongress GmbH. The application for participating in art KARLSRUHE is only effective when the organisers receive the required documents (Item 06 et seq.) by **September 27th, 2021**. The exhibitor must print out a copy for his own files. After receipt of his registration, the exhibitor will receive a confirmation of registration for signature, which is not yet an admission. Delivery or issuance of the application forms by the organiser does not constitute an invitation for your gallery to take part in art KARLSRUHE and does not give any entitlement to admission.

5.1. The decision on admission to art KARLSRUHE falls to the organiser in agreement with the curator and the advisory board within 6 weeks of the closing date for registration. The exhibitor will receive written notification of admission or rejection.

Written notification of admission concludes the exhibition contract between the organiser and the applicant. If the content of the admission deviates from the content of the application for participation, the contract becomes binding in accordance with the admission. The same applies if the event must be rescheduled or relocated and the changes are reasonable for the applicant.

5.2. Admission does not provide entitlement of any kind for any subsequent fairs. In particular, the organiser is under no obligation to send the applicant unsolicited application forms for future events or to draw attention to periods of application for participation or to changes in respect of this information.

5.3. Any provisos or special placement wishes specified on the registration form cannot be recognised as conditions for participation; in particular, admission to art KARLSRUHE does not imply any recognition of such provisos or placement wishes. The decision on the ultimate placement in a hall falls to the curator and the advisory board and the exhibitor will receive written notification thereof in the form of the stand confirmation upon completion of the stand positioning.

Closing date for registration: **September, 27th, 2021.**

06. Conditions of admission

Fundamental requirements for admission are that the exhibitor runs a gallery in Germany or abroad, that this gallery works professionally, and that its portfolio and form of presentation on the gallery premises as well as at art fairs and exhibitions match art KARLSRUHE's standards.

6.1. Admission can only be granted to galleries that can supply proof of constant activity as a gallery in accordance with the following conditions:

- a) Applicants must prove that they engage in permanent gallery activity
 - in their own exhibition rooms
 - with regular hours of opening
- b) In addition, the applicant must provide proof of at least four exhibitions per year in the rooms of the gallery under the name of which the applicant has registered (due to the pandemic, this year we take the last 24 months into account).
- c) Admission will not be granted to art brokers not running their own gallery or purely online galleries or self-promoters.

6.2. The exhibition programme for art KARLSRUHE must be precisely described on the registration form and correspond to the sections/genres stated in it. Only the registered and approved artists are permitted to be exhibited.

6.3. All the required information and documents must be received by Karlsruher Messe- und Kongress GmbH by the date specified in Item 05. In particular, the application must contain the following original documents. Please note: only information in German or English will be considered by the Advisory Board.

- a fully completed registration form
- A list of the registered artists as well as their biographies and examples of artworks (maximum 5 images each artist) stating the title of the work, the technique, the dimensions and the year the work was created, combined in one print file (preferably PDF).

Prints/editions:

please indicate also the number of copies of the works.

The participation form with all the necessary information can be sent in digital form combined in one print file (preferably PDF) or by post mail.

07. Principles for the decision on admission

7.1. The decision on admission falls to the fair/exhibition management in agreement with the curator and the advisory board on the basis of the documents received by the date specified in Item 05. The advisory council is under no obligation to perform additional research. The applicant will be notified in writing of any conditions for admission formulated by the advisory council and become binding upon receipt of written notification of admission. The exhibition contract does not become legally binding until notification of admission is given (in accordance with Item 05).

7.2. A gallery is to be prohibited from taking part if the applicant contra-vened agreements with the trade fair at a previous art KARLSRUHE (e.g. the general terms and conditions, the special terms and conditions, the rules and regulations stipulated by the advisory council, the approved programme, the number of presented artists) or failed to meet payment obligations to Karlsruher Messe- und Kongress-GmbH or failed to do so on time.

7.3. However, the trade fair / exhibition management shall be entitled to withdraw admission if the admission requirements turn out to be inapplicable or cease to be applicable. Should exhibitors deviate from the information specified in their registration without the written approval of the trade fair / exhibition management, the latter shall be entitled to exclude said exhibitor from taking part in the event, even without notice. Exhibitors shall not be entitled to claim damages from the organiser in this connection.

08. Prices for participation

Prices are valid as mentioned on page 3 of the registration documents.

09. Rescission

Once admission has been granted, the exhibitor cannot rescind the agreement outside the legal regulations and the following provisions.

9.1 Special conditions of participation art KARLSRUHE 2022:

It is uncertain how the COVID 19 pandemic will develop in the coming months. We would therefore like to enable you to plan your participation in the event fairly and flexibly. For this purpose, we grant you the right, even after admission, to withdraw from the contract until 10.12.2021. After this date, the provisions of the Special Conditions of Participation shall apply in full.

9.2 If the exhibitor cancels participation after the December 10, 2022 rescission or declares rescission or cancellation of the agreement, he shall bear the full cost of the stand and of all additional charges incurred by the organiser until that date.

If, owing to technical, safety-related or other reasons, the trade fair / exhibition management does not permit an exhibit or demonstration planned by the exhibitor, this shall not constitute valid grounds for the exhibitor to cancel free of charge. In such cases, the exhibitor must rearrange or use the area accordingly. Non-permitted materials may be removed by Karlsruher Messe- und Kongress GmbH at the exhibitor's expense without further warning. Please note the following cancellation fees applicable to services:

- until 6 days before the beginning of assembly under clause 04: cancellation fee 50% of stand construction and services
- from the beginning of assembly under clause 04: cancellation fee 100% of stand construction and services.

9.3 Cancellation / postponement of the event

If the event is cancelled by Messe Karlsruhe due to a pandemic, a handling fee of € 965 plus VAT may become due.

If the event is postponed by Messe Karlsruhe. You have a 14-day right of withdrawal free of charge from the announcement of the alternative date.

10. Co-exhibitors / additionally represented companies

A co-exhibitor or additionally represented company cannot be registered for art KARLSRUHE.

11. Sale/Distribution

The sale/distribution of goods and services is only permitted insofar as this is specified in the permit and insofar as the sales/distribution activities take place in the rented stand area. Legal requirements, particularly those pertaining to price labelling, shall be adhered to by the exhibitor. Exhibitors themselves shall be exclusively responsible for procuring and complying with the required official permits (such as permits relating to trade control and sanitary measures). Violations shall, following a warning, entitle Messe Karlsruhe to shut down the stand with immediate effect and to exclude the offender(s) from taking part in the event and possibly also follow-up events. Unaffected by

this, the exhibitor shall remain liable for the full participation price and shall not be entitled to compensation in this connection.

12. Stand space: gallery

The minimum size is 50 sqm. A gallery programme can be combined with one or more One-Artist-Shows with a mandatory minimum size of 25 sqm per One-Artist-Show and a structural partition.

13. Stand space: One-Artist-Show

One or more One-Artist-Shows can be presented on an area of at least 50 sqm. The minimum size per One-Artist-Show is 25 sqm. A structural partition is mandatory for a combination of gallery and One-Artist-Shows. The best One-Artist-Show will receive the art KARLSRUHE-Prize awarded by Baden-Wuerttemberg and the City of Karlsruhe; it will be used to purchase exhibits to a total value of €15,000.

14. Design, fittings, and furnishings

A structural partition separating galleries and One-Artist-Shows from their neighbours is mandatory. A basic number of stand separation partitions is included in the stand rental charge (see page 5). Extra partitions can be ordered at an additional charge. You will receive separate order forms for this purpose. For safety reasons, stand separation partitions in basic stand construction are secured by support partitions which may only be removed by the organiser's contracting company upon securing the structural stability of the separation partitions.

Please remember that flooring is mandatory on all stand spaces. Carpet is in the Stand equipment already included.

The exhibitor is liable for damage that might occur if he fails to assure the stability of the stand separation partition after dismantling his stand. The exhibitor must submit drawings and sketches of the intended stand structure. Any decorating material used by the exhibitor must be flame retardant and must comply with all other police regulations. The exhibitor is liable for any damage to the partitions and floors, and any changes made to the rented stand space by himself, his staff, or agents acting on his behalf. The costs of compensation incurred by such damage will be invoiced separately. The form and size of lettering on the exhibit's walls must be discussed with the fair's management. Artworks must not be hung in a crowded arrangement. The fair's management and the advisory council reserve the right to inspect the stand and, if necessary, to demand compliance with the aforementioned specifications. The exhibitor must notify the trade fair/exhibition management of any contracted design companies unless such companies are those run by the exhibitor himself. Local companies must be considered where necessary and appropriate. The interior finishing of the halls must not be modified by the exhibitor. Pillars, wall projections, fire extinguishers, partition walls, fuse boxes, and all other technical equipment and fittings form part of the allocated stand space.

15. Assembly and dismantling

The exhibitor will receive in good time the details for accessing the Online Service Centre [OSC] which must be observed at all costs. **Stands still unoccupied 12 hours before the start of the event and for which no notification of a later arrival has been received will be fitted with side and rear partitions and decorated to achieve an appropriate overall appearance on behalf of the trade fair/exhibition management at the expense of the exhibitor or allocated to another exhibitor.** In this case the rental fee for the stand is payable in full. The trade fair/exhibition management shall not under any circumstances be held liable for damage caused by the exhibitor's delay in submitting order forms or failure to submit such forms (incorrect mandatory entries in the directory of exhibitors, incomplete power lines during assembly, etc.). If the exhibitor dismantles his stand before the end of the exhibition on the last day of the event, the trade fair/exhibition management is entitled to charge a contract penalty of €500.00.

16. Exhibitors' badges

Exhibitors' badges are issued at the Exhibitor Service Desk. Those photo badges have to be ordered online in advance through the OSC. 5 exhibitors' badges will be issued free of charge for stands up to 50 sqm, up to 100 sqm - 8 badges, more than 100 sqm - 10 badges. Further badges can be issued subject to a charge. Please refer to the relevant forms in the Online Service Center (OSC).

17. Ticket Allocations

Each exhibitor receives personalized VIP tickets and preview tickets for the exhibitor's customers.

18. Magazine and Exhibitor Directory

18.1. The organizer publishes a magazine with an exhibitor directory. A basic listing in this directory consists of the firm's name, city, website address, hall and stand number. Precondition for inclusion in the directory is timely submission of the registration.

18.2. In addition, the organizer also publishes an online exhibitor directory. The exhibitor can process and modify the default gallery profile, which includes general information about the gallery, contact data, contact person, artist's profile, photo material.

18.3. When the exhibitor submits or uploads texts and images, the exhibitor is responsible for the copyright permissibility of their use in the printed and/or online version of the exhibitor directory and/or magazine. It is solely the responsibility of the exhibitor to obtain from the holder of the authorship rights the permission which is necessary for the reproduction of images and texts in the exhibitor directory and/or magazine.

If the organizer should be sued, especially by the holder of the authorship rights or by the holder's representative, for violation of copyright

caused by the organizer's use of images and texts which the exhibitor submitted and/or uploaded, then the exhibitor shall be liable for the resulting damages and shall indemnify the organizer with regard to these claims from the third party.

The exhibitor shall pay any licensing, utilization or authorship fees (e.g. to VG Bild Kunst or to the artist or to the author of the submitted and/or uploaded texts) incurred by the reproduction of texts and images in the exhibitor directory and/or magazines.

19. Animals

Animals are not allowed in the exhibition. The sole exception to this prohibition is for seeing-eye dogs accompanying blind visitors. (Proof of medical necessity must be provided in the form of a disability card.) Special exceptions apply for animal-related events.

20. Photography

The trade fair/exhibition management is entitled to authorise personnel to make drawings, video recordings, and photographs of stands and exhibited objects for its own advertising purposes. The exhibitor waives all objections arising from his ownership rights and rights of use.

21. AUMA fee

Net fees of € 0.60 per square metre for indoor space and outdoor space are levied for the Association of the German Trade Fair Industry (AUMA). This amount shall be invoiced along with the stand rental. AUMA upholds the manifold interests of German industry in matters of exhibitions and trade fairs.

22. Technical facilities

Applications for electricity, water, compressed air, telephone connections, etc. can only be considered if the orders for them are received on time via the service folder/the Online Service Centre (OSC). Adequate general lighting is provided but the exhibitor can have additional electricity cables installed at his own expense. Charges for these power lines are based on the connection point nearest to the relevant stand. Only contractors approved by the trade fair/exhibition management are permitted to install the supply lines. Electricity, water, and gas consumption within the area of the stand will be charged to the exhibitor. The trade fair/exhibition management will accept no liability for damage caused by technical faults as a result of power fluctuations, power cuts, or force majeure or if the power supply is cut upon instruction by the fire service, police, or electricity company.

23. WLAN for exhibitors

The Messe Karlsruhe offers all exhibitors WLAN for the duration of the event. The service provided is the trade fair's public-access WLAN with a bandwidth limitation of 2 mbit/s. (Sufficient for basic surfing, checking emails etc.). If a reliably higher and more secure data transfer rate is required, the use of an own network interface is advisable. This is available from the OSC at a charge.

24. Terms of payment

The rent for the stand space [stand rental] and all other charges are net prices in addition to which the appropriate statutory rate of Value Added Tax is shown and must be paid. If no valid VAT ID is provided by companies from the EU with places of business outside Germany, then the Messe Karlsruhe is obligated to add the statutory sales tax to the invoice sum. The exhibitor will receive an invoice for the stand rental parallel to or after confirmation of allocation of the stand; the issue of invoices for ancillary charges and stand construction packages depends on the date of the order. All invoices are payable upon receipt. If the recipient does not fulfil his payment obligation within 30 days, he will be in default even without a reminder. If the exhibitor defaults on a payment obligation, the trade fair/exhibition organiser is entitled to invoice default interest at the statutory rate. If the exhibitor remains in default in spite of a reminder, the trade fair/exhibition management reserves the right to terminate the contract with immediate effect on compelling grounds.

Please note that owing to the additional logistical and technical expense, an express service fee of 25% must be charged for orders received one week or less before the start of the event.

25. Advertising

Active advertising (provision of advertising flyers etc.) is not permitted outside the rented stand. In the event of infringements against this, the trade fair/exhibition management reserves the right to take immediate appropriate action. Moreover, it can also cancel existing agreements for subsequent events on the grounds that essential requirements for contract fulfilment are no longer met.

26. Accident prevention

The exhibitor is obliged to fit his exhibited machinery, equipment, devices, etc. with protective devices that comply with the German occupational health and safety regulations. The exhibitor is liable for any injury or damage caused by the operation of exhibited machinery, equipment, technical systems, etc. Fire extinguishers and signs referring to them are not permitted to be removed from their location, covered up, or otherwise concealed from view. Emergency exits are not permitted to be obstructed by exhibition stands or exhibits.

27. Cleaning

Cleaning the outdoor exhibition premises and halls is performed by the trade fair/exhibition management. Stand cleaning is included. Packaging material and the like can be stored separately.

28. Insurance and security

The exhibitor is liable for any injury or damage caused by his company. As already detailed in the participation regulations of the IDFA (the Interst Group of German Trade Fair and Exhibition Cities), the trade fair/exhibition management accepts no liability for damage caused

by fire, burglary, theft, burst pipes, or weather conditions. Exhibition risk insurance is therefore urgently recommended. The trade fair/exhibition management has concluded a special agreement with an insurance company for the duration of the exhibition. In view of the special reduced rates that are available, exhibitors are advised to join this agreement. If the exhibitor requires special security surveillance for his stand for an extra charge, this will be provided exclusively by companies engaged for the purpose by the trade fair/exhibition management on the terms and conditions that apply at the time. The appropriate forms are available at the Online Service Centre (OSC)

29. GEMA

As an exhibitor, you must contact GEMA in the following cases (German Society for Musical Performing Rights and Mechanical Reproduction Rights): use of live music, taped music, records, cassettes, CDs, DVDs, presentations of films with sound or videos with music or in the event or if you belong to an AV or TV medium. GEMA, 11506 Berlin, telephone 030 58858999.

30. Data protection

The personal data which you have provided will be processed in the context of fulfilling the contract. In this context, the data may also be passed along to third parties (service partners) insofar as this may be necessary to fulfill the contract. The processing of the data occurs according to article 6, paragraph 1, lit b DSGVO. Moreover, your data will be used in legitimate interest for direct advertising according to article 6, paragraph 1, lit f DSGVO.

You can find further information at: www.messe-karlsruhe.de/ds-gaus

31. Domiciliary right

The trade fair/exhibition management's domiciliary right applies in the outdoor grounds and in the halls of the event. Instructions given by the trade fair/exhibition management, its employees, and its stewards must be complied with.

32. Copyright

32.1. The exhibitor is solely responsible for the design of his trade fair appearance, i.e. the design of his stand and the selection of exhibits exhibited by him, which is permissible on the basis of other existing copyrights and other proprietary rights of third parties. This also and especially includes his obligation to obtain, in good time before the event, the consent of the holder of the copyright or other proprietary rights or of third parties entitled by the holder of the copyright or other proprietary rights, to the design of his trade fair appearance and the exhibition of the exhibits selected by him.

32.2. The exhibitor is further obliged to assure that his trade fair appearance, especially through the design of his stand and the selection of exhibits exhibited by him, does not infringe upon or violate commercial protective rights and other rights of other exhibitors. If, after receiving a corresponding warning from the organizer, the exhibitor does not cease to breach these rights, then the organizer has the right to extraordinarily terminate the contractual relationship for an important reason and without compliance with a time limit.

32.3. If the exhibitor, through the design of his trade fair appearance, as well as through the selection and exhibition of exhibits selected by him, should infringe upon or violate the rights of third parties or other exhibitors (especially, but not limited to, authorship rights, image and naming rights, personality rights, commercial protective rights), then the exhibitor shall indemnify the organizer from claims raised against the organizer by the third party whose rights have been infringed upon or violated; the exhibitor shall also reimburse the organizer for all costs which arose in this context, especially costs associated with warning and legal expenses, as well as incidental court fees.

32.4. The organizer is not liable for infringement on the protective rights of the exhibitor (especially, but not solely, copyrights, image and naming rights, personality rights) caused by the design of the trade fair appearances or the selection of exhibits by other exhibitors. It is the sole responsibility of the exhibitor to assert his claims in this respect against another exhibitor whom he accuses of such infringement. There is no obligation on the part of the organizer to verify or mediate in any way whatsoever.

33. Recognition of the exhibition terms & conditions and house rules

By registering for participation in the event, the exhibitor and his agents acknowledge as binding these "Special Terms and Conditions for Participation", the "General Participation Guidelines for Trade Fairs and Exhibitions of IDFA Members", the "House rules", and the rules of the Online Service Centre (OSC) including the "Technical directives" which are part of the OSC. In case of infringement, the trade fair exhibition management is entitled to eliminate the cause of disturbance at the expense of the exhibitor concerned and to close the stand without compensation.

34. Period of limitation

All contractual and precontractual claims of the exhibitor against the trade fair/exhibition management lapse within 6 months under the statute of limitation. The period of limitation starts on the working day following the end of the event.

35. Place of performance and jurisdiction is Karlsruhe

36. Voidance

If any of the aforementioned provisions are or become invalid, the validity of the remaining "Special Terms and Conditions for Participation" and the whole contract is not affected. If one of the aforementioned

terms is invalid then the parties agree that it will be replaced by a provision that comes as close as possible to it in terms of its economic meaning and purpose.