

## PARTICIPATION TERMS AND CONDITIONS

### ORGANIZATION:

The Bogotá International Art Fair - ArtBo is organized by the Bogota Chamber of Commerce, which is responsible of the conceptualization, administration and development of the fair.

ArtBo will take place in CORFERIAS fairground between the 20<sup>th</sup> and the 25<sup>th</sup> of October 2010.

The organization of the Bogotá International Art Fair counts with a Honor Committee, composed by cultural representatives and members of the entity's board of directors, as well as with a Selection Committee, shaped by national and international gallery managers and other special guests, who are in charge of analyzing the admission forms and guaranteeing the exhibition's quality.

### OBJECTIVES:

ArtBo's main purpose is to offer a space to national and international galleries, which contributes to the growth, development and competitiveness of cultural industries. Also, the fair intends to promote the commercialization of art and to support national and international artists. All of this, aiming the international recognition of our city as an attractive destiny for investment, business and tourism.

The terms and conditions apply for all exhibitors and cultural institutions that participate in the Fair and the former's success, as well as the results of the exhibitions, depend on their appropriate and adequate fulfillment. ArtBo and CORFERIAS have the right to include, at any time and without notice, any additional conditions or rules of participation. By submitting an application to participate in ArtBo the postulant accepts integrally the participation terms and conditions, as well as any other condition that might be added later by ArtBo.

### 1. ADMISSION AND REGISTRATION

1.1 In order to participate in ArtBo, all galleries and/or exhibitors must present the admission request attached to this document, duly filled and signed by the organization's legal representative. Besides, all terms and conditions must be accepted and all the required documents, as well as the requested

digital material, must be handed in. It is mandatory to have paid registration fees, which are not refundable. If any of these applications does not meet the requirements, it shall be automatically rejected. All admission applications must be presented before June 30<sup>th</sup> 2010

1.2 Admission requests and required Information must be sent to:

**CÁMARA DE COMERCIO DE BOGOTÁ**  
Agenda Cultural  
Avenida Eldorado No. 68 D 35 Piso 6  
e-mail: [artbo@ccb.org.co](mailto:artbo@ccb.org.co)  
[www.artboonline.com](http://www.artboonline.com)  
Telephone (057-1) 383 0300 Ext. 2734  
FAX: (057-1) 383 0690 Ext. 2734  
Bogotá - Colombia

1.3 ArtBo has the right to cancel at any moment any previously accepted admission request, or to reject any particular gallery for submitting false information due to an exhibitor who doesn't complete all the terms and conditions required.

### 2. SELECTION AND PARTICIPATION

2.1 The Selection Committee will be integrated by recognized gallery directors and other special guests who will be selected by the fair producers. The Committee will be in charge of guaranteeing the fair's quality and international level. Therefore, all decisions related to admissions will be submitted to the Committee's criteria and will be unique and definitive.

2.2 The Committee will evaluate all admission requests according to the following criteria, considering the information provided:

- *Gallery's profile*
- *Commercial professionalism and practices.*
- *Seniority and trajectory of the gallery.*
- *Quality of the exhibitions.*
- *National and international represented artists.*
- *Participation in international fairs.*
- *Presence of the artists in international*

Organiza:

- galleries.*
- *Presence of the artists in private or public collections.*
  - *Portfolio of works and artists proposed for ARTBO 2010.*
- 2.3 The decisions taken by ArtBo and its Selection Committee are completely confidential and private. No verbal or written justifications concerning these decisions will be given.
- 2.4 ArtBo and its Selection Committee have the right to demand a partial or total change of the presented proposal.
- 2.5 The list of the selected galleries will be published on our webpage [www.artboonline.com](http://www.artboonline.com), after July 21<sup>st</sup>. Selected galleries must formalize their lease with CORFERIAS, and must make their payments before July 30<sup>th</sup> 2010. If the exhibitor does not fulfill these requirements, the fair's organization will yield the space.
- 2.6 The exhibitors who will not receive a stand due to a lack of space, will integrate the waiting list. If any participant gallery retires and yields its space, ArtBo will assign it considering the order in the waiting list.
- ### 3. STAND ASSIGNATION
- 3.1 ArtBo will assign stands to galleries and/or exhibitors taking into account the space available. The location of the stand will be determined by ArtBo and it shall not be a condition of participation for galleries.
- 3.2 The exhibitor will have to make the payments in the settled deadlines (\*see attached table).
- ### 4 INDIVIDUAL PROJECTS
- 4.1 ArtBo offers galleries an alternative space to present projects by individual artists. The submitted projects for these spaces will be either selected by the curator designed by the organization, or represented by a participant gallery.
- 4.2 The stands designed for Individual Projects will have an area of 10m<sup>2</sup> (without storage room), and will be assigned and located by the organization taking into account the space available.
- 4.3 The deadline for presenting proposals is June 30<sup>th</sup>, 2010.
- ### 5. WORKS INSPECTIONS AND MOUNTING
- 5.1 ArtBo and its Selection Committee - or its delegated commission - will inspect stands during the mounting and the development of the fair, in order to ensure that the presentation is adequate and that the exhibited works correspond to the artists proposed by the gallery.
- 5.2 If there happen to be any objections and/or observations due to the mounting or due to any particular artwork exhibited, the exhibitor will have to make the requested corrections.
- If an exhibitor doesn't obey the requested modifications he may be excluded from the fair.
- ### 6. EXHIBITOR OBLIGATIONS
- 6.1 The exhibitor will not be permitted to yield partially or totally the assigned space to anybody other than the person specified in the admission request. Neither is the exhibitor permitted to alienate or sell articles or artworks that have not been previously accepted and authorized by ArtBo.
- 6.2 Each stand and participant gallery will have the right to use only ONE personal computer. This, in order to prevent subleases of equipment and misuses of the assigned space by people or institutions that are not registered in the fair.
- 6.3 ArtBo will have the right at any moment to change locations due to space or because of a particular condition request made by CORFERIAS.
- 6.4 ArtBo will not allow any exhibitor to decorate the stand, to mount, show or exhibit logos, neither to use a different signaling from the one established by the producers. All signaling and decoration must be standard and will be designed by the fair in order to contribute to the event's visual oneness and to guarantee an equal treatment towards galleries and their promotion.
- 6.5 All walls will be finished with dull white plastic paint. The external walls cannot be painted of another color, nor be signaled in a different way.

The installation of wooden floors or another material will not be allowed.

- 6.6 ArtBo will have the right to require from the exhibitor or gallerist at anytime detailed and complete information on each one of the proposals.
- 6.7 The exhibitor must expose only works from the artists that were proposed on the admission request, he must restrain to the proposal that was accepted by the Selection Committee. If in any case there is any extraordinary reason to change the proposed artists, the exhibitor must inform ArtBo through a written communication so his modification proposal can be analyzed by the Selection committee.
- 6.8 ArtBo reserves the right to prohibit and to cancel the exhibition if it doesn't fulfill the conditions of participation and, in case of being necessary, to retire the objects of the sample. The expenses that originate by concept of transfer and installation and disassembling will be the responsibility of the Exhibitors.
- 6.9 The Exhibitors of ArtBo will be subject to the dispositions that are regulated by Corferias with respect to spaces, corridors, exits of emergency, etc. at any moment.
- 6.10 In order to rent a space or a stand, the corresponding contract is due to be signed with CORFERIAS. Equally, all terms and conditions specified in the fairground's Operation Manual must be accepted.
- 6.11 Exhibitors will only be allowed to use their stand once they have cleared the total amount of the payment.
- 6.12 Exhibitors will not be allowed to install sound equipments that may interfere or disturb other Exhibitors. Exceptions can be made where the display of a particular artwork requires it, with a previous authorization granted by ArtBo
- 6.13 ArtBo may encourage new initiatives or activities of interest to exhibitors or to the fair itself. In such cases, exhibitors will be previously notified.
- 6.14 ArtBo will not be responsible, nor will interfere, in the relationships established between the exhibitors (gallerists) and

commission agents, intermediaries or any other middleman dealers that visit the fair. Gallerists are not obligated to pay commissions.

## 7. PAYMENTS

- 7.1 Once the gallery is accepted by the Selection Committee, the exhibitor will have to pay the first 50% of the stand value before July 30<sup>th</sup> 2010 in order to assure his participation. By this date the exhibitor must also have paid the total (100%) value of the catalogue space.
- 7.2 If the payment is not cleared by July 30<sup>th</sup> 2010, ArtBo is authorized to assign the stand to another gallery without any previous notice.
- 7.3 The second payment (50%) will have to be cleared before September 10<sup>th</sup> 2008.
- 7.4 For payments in Colombian pesos, the representative market rate will be considered.
- 7.5 Any additional cost related to the stand will have to be paid before the opening date. Otherwise, the access to the fair will not be permitted, the contract will be cancelled and the money paid until that moment will not be refunded.
- 7.6 Payments will not be reimbursable or refundable.
- 7.7 In order to take possession of the stand and claim his rosettes, the exhibitor must present a copy of the leasing contract and all invoices and payment proofs.

## 8. INSURANCES

- 8.1 Each exhibitor must have an insurance policy. Neither ArtBo, nor Corferias will be responsible or in charge in case of damage or robbery of artworks, articles or equipment.
- 8.2 The exhibitors will assume the risk of any damage or loss of their articles, therefore they shall acquire an ample coverage insurance during the exhibition. If possible, the exhibitor should maintain a copy of such insurance in the archives during the mounting of the exhibition.

## 9. SECURITY

- 9.1

From  
the first

day of mounting until the unmounting day, ArtBo will provide a 24 hour security service during the fair. Nevertheless, ArtBo will not be responsible for the robbery of any article, personal video cameras, laptops or other personal objects.

- 9.2 ArtBo will supply galleries with a support team for the mounting. However, ArtBo will not be responsible for eventual damages that may occur, nor is the fair bound to supply this service.

## 10. CATALOGUE

- 10.1 Participation in the catalog is mandatory; it foments the promotion of the sample and reflects the quality of the artworks and their representative galleries. Each exhibitor will have two pages to publish information on the artists that he represents. ArtBo will publish a maximum of two images of individual artworks by page (no collage of artworks will be admitted).

Individual project exhibitors will have one page in the catalog and can only publish one image of the artist's work.

- 10.2 The design, publication and impression of the catalogue will be handled exclusively by ArtBo and no exhibitor will be permitted to change or to define his presentation format. This, to maintain unity in the style and image of the fair.

- 10.3 ArtBo will assume that all the photographs of the artworks that will be represented and exhibited by each gallery, are legally authorized to be published in the catalogue and in the different means that are considered pertinent for the event's promotion.

ArtBo will not attend any reclamation related with omissions and/or mistakes published in the catalog. The exhibitor is the only responsible for his section's contents.

- 10.4 The exhibitor will contribute to the successful accomplishment of the publication by supplying all the necessary graphical and written material in a high quality. The Exhibitor must strictly observe the deadlines of this required material.

- 10.5 In order to contribute with the success of the catalogue, the exhibitor will have to respect the deadline dates established by ArtBo for

the material delivery. Otherwise, ArtBo will have to exclude the exhibitor's material from the catalogue and no paid money will be refunded.

## 11. AUTHENTICITY

- 11.1 Exhibitors are responsible for the authenticity of the artworks that are exhibited and/or sold during ArtBo.

- 11.2 If the authenticity of an artwork exposed during the fair is questioned, ArtBo has the right to demand its removal from the exhibition, unless the exhibitor can satisfactorily prove the work's authenticity.

- 11.3 The exhibitor agrees to keep ArtBo unharmed from any claim or lawsuit related to the authenticity or irregularity in the sale or negotiation of any artwork.

## 12 RESTRICTIONS

The following are prohibited:

- 12.1 Fake artworks or artworks from an illicit provenance.
- 12.2 Artworks that have been excessively restored, damaged or transformed
- 12.3 Artworks included in the category of applied arts (glasses, ceramics, jewels, designs, etc.).

## 13 EXCLUSIÓN

The following reasons will be enough to exclude an Exhibitor from ArtBo 2010

A gallery will be closed for:

- 13.1 Marketing or display of any falsified artworks or artworks with a doubtful identity.

- 13.2 Breach of the agreed Terms and Conditions, as well as the disobedience of the conditions expressed in the admission request:

- 13.2.1 Disrespect of the stand opening times to the public, or manifest irregularity in the agenda and schedule.

- 13.2.2 Disregard of the warnings received by written notification on the mounting and conservation of the stand.

13.2.3 Partially or totally subletting the stand to other or various galleries or external intermediaries.

If this exclusion takes place during the fair, the stand will be immediately closed.

#### 14 PRESS OFFICE AND COMMUNICATIONS

14.1 ArtBo will opportunely inform the name of the company/firm that will be in charge of the free press.

14.2 The press office's mission is to deliver appropriate information about the artists and exhibitors through daily and specialized media.

14.3 Exhibitors must provide ample and accurate information, as well as high quality graphic material that may be requested by ArtBo for the promotion of their artists and in national and international media.

#### 15 GENERAL

15.1 In case of an eventual force majeure situation, Artbo may delay, shorten or cancel the fair. In such case, no claims, of any kind, will be accepted from the exhibitors.

15.2 ArtBo will have the right to expel from the fair any exhibitor who violates these terms and conditions. In case of expulsion, the exhibitor will be responsible for the entire amount of rental space and for any additional charges that they might have incurred.

15.3 ArtBo is not responsible for any commercial transactions that will be made between galleries and buyers.

15.4 ArtBo is made in a Transitory Duty Free Zone, reason why the exhibitors must follow the current national regulations for these kind of zones.

15.5 Exhibitors must comply with all the current and applicable tax provisions.

The applicant declares to know and accept all conditions, terms and regulations of participation in ArtBo 2010

FULL NAME OF THE GALLERY \_\_\_\_\_

LEGAL REPRESENTATIVE: \_\_\_\_\_

SIGNATURE OF THE LEGAL REPRESENTATIVE: \_\_\_\_\_

ID: \_\_\_\_\_