



# photo basel general terms and conditions

Version 150125-v6

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## 1. Terms and conditions

The following agreement is between the gallery (hereinafter referred to as "the exhibitor") and photo basel art fair, a Basel based Swiss corporation, hereinafter referred to as "the organizer".

All the terms and conditions of this document shall be the terms and conditions applicable to the Exhibitor's lease of the booth space at the Exhibition from the Organizer at photo basel fair during the dates of 16<sup>th</sup> - 20<sup>th</sup> of June 2015 (public days: 17<sup>th</sup> - 20<sup>th</sup>). All dates and location are subject to change and the Organizer can't be held liable for any changes in dates and location. The exact venue and location of the fair, opening hours and VIP preview is fully at the discretion of photo basel fair. The terms and conditions of this agreement should also cover all further, additional days required for the Exhibitor to move-in and out of the booth at the fair grounds. The Exhibitor and the Organizer agree as follows:

1. The Exhibitor agrees to use all information received by the organizer as highly confidential. All the material that is marked as confidential or proprietary can only be used for the purposes it is intended to. Information which is disclosed orally will be considered confidential information if it is reduced to writing and sent to the receiving party within two weeks of the disclosure. The Exhibitor shall not use confidential information and involve 3<sup>rd</sup> party members without written consent of photo basel fair or use such information in a manner competitive to photo basel fair.

2. The Exhibitor hereby leases the booth space at the official price (which is subject to adjustment as stated herein). In addition, all of which additional charges and costs should be invoiced directly to the Exhibitor and are considered to be paid to the organizer. All payments made shall be in Swiss Franks (CHF). Payments can be made bank-transfer, credit card or paypal. Be aware, that there might be an additional charge of 3% when the lease is paid by credit card.

3. Included in the booth rental are: 12 square meters of exhibition space, 10 meters of white wall, 4 lightspots, wall colour of your choice at no additional charge, booth signage, artistic works signage (up to 10 works of art), 2 exhibitor passes, 2 VIP passes, 10 week passes, complimentary mineral water at the booth, one bottle of bubbly Prosecco, 2 chairs, one table, a dedicated meeting and business area for exhibitors and or spare space, gallery reference in the online catalogue, invitation for 6 people for the exhibitor apéro. Up



to 10 repair/mending of small holes are included. The exhibitor agrees to pay for all additional changes, before the fair, if requested by the organizer. All additional items will not be provided if the payment has not been received in full upon receipt of an invoice.

4. Should your application not been successful, you have the right to appeal within 14 days after the written rejection by the organizer. Appeals will have to be handed in written only and with solid reasons, why you disagree with your rejection. photo basel can not be held liable or responsible for any additional charges or fees that may apply by the appeal process.

5. The amount of the booth lease (including any additional charges) have to be paid in two instalments, the first is due upon acceptance, the second is due at the end of March 2015. In the case that the exhibitor fails to make any of the payment on time, the exhibitors runs the risk of losing it's dedicated spot. Shall the exhibitor still lack a payment, a penalty may be placed. In the worst case, if no payments are made, the exhibitor may be excluded in participating in the fair. The exhibitor will not be permitted to participate in the exhibition unless all balances are paid in full - no exception are made. photo basel has the right to claim accrued expenses or a financial compensation.

6. photo basel is responsible for the maintenance of the exhibition venue, meaning, the site has to be clean and to the satisfaction of photo basel, the exhibitors and visitors.

7. If the exhibitor fails to make any payments, the deposit shall remain at the disposal of the organizer. Furthermore, the organizer has the right, if payment fails through, to lease the subject booth space to another exhibitor prior to the fair. All charges that may apply if a booth can't be released again, may be charged to the original, first exhibitor.

8. All financial agreements between the exhibitor and the photo basel organisation are solely to be handled between the exhibitor and the organizer and are considered as highly confidential. Any breach of confidentiality will result in legal action.

9. An exhibitor may terminate their contract with photo basel at any time up to February 28<sup>th</sup>, 2015 in which case, photo basel have the right to retain the processing fee paid. After March 15<sup>th</sup>, 2015, all paid invoices shall remain at photo basel GmbH.



10. The exhibitor agrees to follow the guides and rules, to be in line with the design and aesthetic standards set by the organizer. The entire exhibition shall have an approved look. All submitted artists and their work must be approved by the organizer before the exhibitor can place it in its booth. In addition, all signage, walls, furniture, lighting etc. must be approved beforehand by the organizer. The exhibitor will not be allowed to post, display or mount any signage other than the signage approved by the organizer. The organizer will provide a manual with all the guidelines previously to the event. The approval has to be in writing by the organizer.

11. All applications will be accepted only in writing by the organizer and the decision is at the sole discretion of the organizer and its consultants, advisors, curators and experts.

12. Precise information about shipping or insurance instructions, order forms for additional items will be included in the exhibitor manual that will be provided to the exhibitor after the contract is countersigned by the exhibitor and the organizer and the exhibitor's first payment is received.

13. Layout, design and furniture of the exhibition hall is accomplished by the organizer and is in line with the overall corporate design of the fair. The booth is part of the overall integration of the design. If the exhibitor wishes to bring their own sub-contractors to create their booth, all sub-contractors must be previously approved in writing by the organizer.

14. Absolutely no logos or other branding materials (including all promotional material, print and digital) may be used by the exhibitor or any 3<sup>rd</sup> party, without previous written approval by the organizer. photo basel will provide logo material for accepted exhibitors (see exhibitor manual/ website). For the avoidance of doubt, unless otherwise agreed by the parties, no copyright in the works shall pass to photo basel under this contract.

The Exhibitor hereby permits photo basel, free of any charge or licence fee, the non-exclusive right to produce, for the purposes of the fair, one or more images of the Works (see page 10) and grants to the exhibitor a non-exclusive licence to use and reproduce the images (including on the exhibitor's website, its social networking and other online pages and sites that mention or promote the exhibition of the works) for the following purposes:



- a) To support or enhance the exhibition of the works including the production of printed exhibition catalogue;
- b) archival and education purposes only, including the inclusion of images in teachers' packs and support materials; and
- c) to publicise and promote photo basel and/or the exhibitor.

15. By accepting this agreement, the exhibitor acknowledges and accepts the common rules and regulations. The exhibition space, including the booth premise, shall be subject to those rules and regulations. In case of breach/violation, this may lead to the expulsion of the exhibitor without refund or monies paid under the agreement.

16. In case that the exhibitor submits wrong information or tries to exhibit artwork that was not specified on the application, the organizer reserves the right to cancel the agreement at any time and keep the fees paid as liquidated damages. Furthermore, all artworks presented by the exhibitor must be at their ownership and/or they have to be authorized to deal, exhibit, show and sell the presented artwork.

17. If the organizer fails to perform its obligations, the organizer's liability is limited to a refund of the exhibitor's already paid fees (including the deposit). If the organizer is delayed or prevented from performing its obligations under this agreement by reasons such as strike, higher power or any reason whatsoever beyond the organizers control, the organizer may cancel this agreement and all the parties shall be released of all further obligations and liabilities each may have to the other.

18. The exhibitor waives any and all claims against the organizer, its agents, contractors, employees, invitees and the lessor of the exhibition facility for loss, damage, theft or destruction by water, fire or otherwise of any art work or any other items of the exhibitor on the exhibition premises at any time. This also counts for injury to itself, its agents, employees while on the premises of the exhibition. The organizer is not responsible for the loss, damage, theft or any other kind of losses of the exhibitor's properties on the leased booth space, this is at the sole responsibility of the exhibitor. The organizer shall not be liable for any such injury or damage caused by other exhibitors or any other persons either on the exhibition space or elsewhere.

19. photo basel will guarantee to provide a 24 hour security agent to prevent all entry to the exhibition premises by anyone not authorized. The security services supplied does not



guarantee the exhibitor against loss or theft any by no means implies an assumption of liability for loss, theft or destruction, vandalism of any of the exhibitor's property or injury. Special exhibition passes/badges, provided by the organizer, must be worn by all staff.

Lost badges or additional badges will be charged extra. photos basel and its contractors, reserve the right to enter any part of the exhibition location at any time for various reasons given. It is prohibited to borrow, rent or sell any passes/badges, except by the organizer.

20. The exhibitor agrees not to serve food or drinks at their rented booth without prior written consent from the organizer. The exhibitor is not allowed to distribute any kind of promotional material or other items outside the booth. In doubt ask the organizer for written permission.

21. The exhibitor must remain at the booth with all its artwork and other items, during the entire fair and its opening hours and minimum one person has to be at the booth at all times during opening hours. After the official closing of the fair, the exhibitor must remain with all its artwork and other items until the designated shipper has removed them from the exhibition premises. The organizer is not liable for any loss, theft or damage that occurs because the negligence of the exhibitor.

22. photo basel doesn't guarantee specific booth placements. The organizer reserves the right to amend or make changes in booth assignments, booth placements, booth square footage and configuration within the exhibition at its sole discretion at any time. In addition shall the design of the booth be controlled and approved by the organizer exclusively. The rental payments will be adjusted accordingly if any amendment has to be made.

23. The all-inclusive Price of 6'000 (six thousand) Swiss Francs is not a basis for negotiation. If some services will not be required by the exhibitor, no discount will be granted. Pillars and or bigger/smaller booth footage up to 15% will not have an influence of the all-inclusive price of 6'000 (six thousand) Swiss Francs. This all-inclusive price applies for the fair 2015 and can be adjusted in 2016.

24. The exhibitors must show written proof to the organizer of a liability insurance that covers general liability as well as personal injury. It is highly recommended, that the exhibitor also carry insurance to cover loss, damage, or injury to any property of the exhibitor or to any of his employees or



contractors. The exhibitor agrees to save and hold harmless the organizer, the lessor of the exhibition location, their management and entire staff from any and all claims, liabilities and losses for injury to person (including death) or damage to property arising with the exhibitor's use of the booth venue and the exhibition premises.

#### 25. FORCE MAJEURE

In the rare event of abandonment, postponement, extension or limitation of the fair or use of the fair Premises or any part thereof or removal of any part of the fair or the services provided therein resulting from the event of exceptionally adverse weather conditions (including without limit high winds and or rain), war, fire, national emergency, labour dispute, strike, lockout, civil disturbances, terrorism, inevitable accident, the non-availability of the fair premises, or any other cause not within the control of photo basel GmbH ('Force Majeure Event') the fair management shall be under no liability of the exhibitor in respect of any actions, claims, losses including consequential losses also including loss of profits and revenue, costs or expenses which may be brought or incurred by the exhibitor as the result of the happening of a Force Majeure Event.

In the event of a Force Majeure Event the organizer has the right to withhold any payments made and to claim any outstanding payments and will use its discretion in exercising its right at such a time as a Force Majeure Event occurs.

26. The exhibitor is not allowed to sublet, transfer, rent or license the rented booth space to any third party. If the exhibitor fails to occupy their booth by Tuesday, June 16<sup>th</sup> at 1pm - the exhibitor will forfeit his / her right to occupy the booth space, and photo basel claims full rights to that space. No fees will be refunded to the exhibitor.

27. These terms & conditions are incorporated herein and made part of; typed or handwritten covenants, terms & conditions contained in this agreement shall supersede over conflicting pre-printed covenants, terms & conditions.

28. All material that is brought in to the fair by the exhibitor must also be removed by the exhibitor. The booth must be returned in the same condition in which it was received. Any mishandled booth will resume in additional charges to the exhibitor, such as cleaning fees, damaged floors and walls. There will be a penalty for each left item in the booth.



The organizer will announce the exact date and time for move-in and move-out. There will be a strict order to be followed. No exception can be made.

29. All sums of any kinds not paid by the exhibitor on their due date, shall bear interest at fourteen percent (14%) per year.

30. To third party rights. A person who is not a party to this agreement, shouldn't have any rights under the contracts to enforce this agreement.

31. Whenever any notice has to be given to either of the parties by the other, each notice must be by registered or certified mail with return receipt only. As of the organizer, the address is:

photo basel GmbH  
im Davidsboden 12  
4056 Basel  
Switzerland

Please make sure, that you post sufficient postage on the mail.

32. This agreement is governed solely by Swiss laws of the Kanton Basel-Stadt. In the event of any litigation, the parties hereby agree that the sole venue for all legal action shall lie exclusively in the court of Basel-Stadt, Switzerland. General Swiss standards laws have to be respected by all parties at any time.

33. Upon acceptance by the organizer and countersignature of this document (page 7 - 13), a copy will be returned to the exhibitor. This agreement isn't subject to cancellation or modification after execution and countersignature - sole exception is by mutual written agreement between both parties hereto. The exhibitor agrees to be bound unconditionally by the organizer's rules, terms, conditions and regulations.

34. photo basel reserves the right to change at any time it's terms and conditions without written information. All changes will be announced online on the organizers website.

35. If any provisions hereof are ineffective, this shall not affect the validity of these terms and conditions in other respects.

36. This entire agreement is to be handled "highly confidential".





## 2. Contact

### Office

photo basel GmbH  
Im Davidsboden 12  
4056 Basel  
Switzerland

### Exhibition venue

Ackermannshof  
St. Johanssvorstadt 19-21  
4056 basel  
Switzerland

### Bank Details photo basel GmbH

RAIFFEISEN SCHWEIZ  
4052 BASEL  
IBAN: CH70 8148 6000 0083 8328 3  
BC-Nr: 81486  
SWIFT/BIC: RAIFCH22E86

### VAT-Nr.

CHE-357.126.812 MWST

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## 3. Upcoming photo basel fairs

### 2015

June 17 - 20

### 2016

June 15 - 18



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the photo basel logo is a registered trade mark

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for further information please visit [www.photo-basel.com](http://www.photo-basel.com)  
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