

Particular Conditions Of Participation (PCP)

1. Title of the event

Munich Contempo - International Contemporary Art Fair

2. Location, Duration and Implementation

The Munich Contempo is to be held during the period from October 20th to October 23rd, 2011 at the Postpalast („Säulenhalle“), Wredestraße 10, 80335 Munich, Germany.

Organiser of the Munich Contempo is

Expo Management GmbH

Rosenweg 4, 24113 Molfsee, Germany

phone +49 (0)431 680 380, fax +49 (0)431 680 388

www.munich-contempo.com, email: expo-kiel@t-online.de

CEO Wolf Krey, AG Kiel HRB 5743, USt-IdNr. DE134936823

-hereafter called the organiser-

3. Registration and Admission

You declare your intention to participate by returning the application form signed in legally binding form and completed in full to the organiser. With your signature, you accept the general and particular conditions of participation as binding.

Any possible reservations or wishes expressed on the application form (particularly with respect to positioning) will not be regarded as a condition for participation and will be considered unwritten. The organiser will select the participating galleries. In the case of overbooking, your participation might be rejected. The sending of your application does not substantiate any claim for admission.

Application documents: For every artist, the applicant must send an e-mail to expo-kiel@t-online.de including the artist's curriculum vitae and at least 3 printable digital pictures (300 dpi) of representative works with details of title, year of creation, measurements, technique and gallery price. The exhibitor assigns the rights of use and enjoyment in the pictures transferred, in particular for use in public relations and publication in catalogues; he gives a guarantee that he possesses all requisite rights in order to grant the organiser the rights conferred. The powers include in particular proprietary rights of use and enjoyment and ancillary copyrights, label, brand, title and identification rights. The exhibitor guarantees in particular that he is in possession of the necessary rights for the performances under this contract, in particular in relation to authors, professional artists and producers of sound storage media, publishers, and collecting societies. Moreover, the exhibitor guarantees that the pictures neither infringe any personal rights nor substantiate any other objections under competition law or other provisions. Should third parties make any claim against the organiser on account of alleged rights in the pictures or any illegality of the pictures, the exhibitor shall be bound to indemnify the organiser from these claims of third parties, to provide support with the legal defence (to which the organiser is entitled but not bound) and to assume the necessary costs of the legal defence for the organiser. This obligation of indemnity is independent of any possible fault on the part of the exhibitor.

Final date of application: June 30th, 2011. The postmark is the deciding factor.

4. Conditions

The total costs to be paid for participation at the Munich Contempo is made up of the following components (all prices are subject to VAT at 19%):

Basic costs:

At the Munich Contempo booths are allocated at 248,- Euro/ sqm

Max. 3 walls per booth (row stand: 1 rear wall, 2 side walls; corner stand: 1 rear, 1 side wall; three sides open: 1 rear wall) The walls are 3,5 m high, covered with white wall paper, unpainted. 5 exhibitor passes, booth labelling with exhibitor name and address. Security service at night, heating and cleaning of the hall. One full page in the catalogue, one entry in the online catalogue, 100 vernissage tickets and 10 catalogues.

The organiser offers additional booth fittings (furniture, additional walls, telephone etc.). The price lists will be provided on request.

Electricity in booth: 268,- Euro

5. Allocation of booth location

The organiser determines the position and exact size of your booth. Thereby, the organiser is entitled to exceed or fall below the booth size requested by the applicant. Every fraction of a square metre will be charged in full. No claim exists to the allocation of a booth in a particular location of the hall or in a particular size. You may not transfer your allocated booth or any part thereof to a third party, either for remuneration or free of charge. Booth allocation is provisional. The organiser reserves the right to make amendments with respect to the booths for organisational, technical or any other important reasons.



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6. Withdrawal

a) Withdrawal of the exhibitor:

Your application is considered as binding. You may not withdraw or make any reduction in the size of your booth.

In the case of acceptance through the organiser the total costs for participation (4.) as well as the actual costs incurred must be paid. If you decline to take up the booth area allocated to you, and the organiser is able to re-hire that booth area to a new exhibitor that fully compensate for the booth by 30th July 2011 (The postmark of the new application is the deciding factor), you will be liable for a lump-sum reimbursement of only 25% of the total costs. Already committed exhibitors that substitute their present booth area for the nascent booth area are not considered as new exhibitor. Is the organiser not able to re-hire that booth area to a new exhibitor that will fully compensate for the booth, you will stay obligated to remunerate the total costs inclusive of all additional orders regarding booth construction.

b) Withdrawal of the organiser

After admission, the organiser is authorised to withdraw from the contract if an important reason exists (e.g. late incoming payments, insolvency, exhibitor is misdemeanant, noncompliance with instructions given by the jury during the fair, or equivalent circumstances that affect the rapport).

In the case of withdrawal from the contract after admission due to important reasons the exhibitor is obliged to compensate for the total costs. Is the organiser able to re-hire that booth area to a new exhibitor by 30th July 2011 (the postmark of the new application is the deciding factor), the organiser will remit 25% of the total costs towards the resigning exhibitor. Already committed exhibitors that substitute their present booth area for the nascent booth area are not considered as new exhibitor.

In the case of a withdrawal of the organiser from the contract after admission due to miscellaneous important reasons the exhibitor is verifiably not accountable for the total amount cleared to date will be reimbursed.

7. Terms of payment

Once approved, you will receive an instalment invoice for a 50% down payment towards the cost of standard services you have ordered. This down payment will be due immediately and without deduction. The remaining 50% of standard services will be billed in a second instalment invoice in August 2011. It must be paid in full, without deduction by August 31st, 2011. About 10 days before the start of the fair, you will receive a final invoice for any additional booth construction or other supplemental services you may have ordered that will be due immediately. Full settlement of all instalment invoices and the final invoice at the respective dates of remittance is the precondition for occupying the ordered booth. As you order additional services after receiving the final invoice, you will be billed for such services by no later than the last day of the fair. You will then be expected to settle the additional outstanding amount before leaving the fair.

Bank account details:

Expo Management GmbH
Hypovereinsbank
BLZ 200 300 00
Konto 613 636 026
IBAN: DE79200300000613636026
BIC: HYVEDEMM300

Any queries about invoices should be sent to the organiser without delay within five working days after receipt of invoice. The amount is due notwithstanding. If the invoice amount is not received in due time, the organiser may cancel the contract. The claim to payment of the invoice amount shall not, however, lapse thereby. This shall not affect any claim for damages towards the organiser.

8. Storage and Delivery

In the case of exhibits having to be stored outside the booth, the organiser offers storage facility in the Postpalast at cost price. There is no entitlement to such storage, nor is it accepted as a condition for the formation of the contract. Exhibits delivered from storage have to be registered with the organiser.

9. Cleaning

The organiser takes care of cleaning the site, the halls and the corridors. The exhibitor is in charge of the cleaning of his booth before 11 am each day.

10. Surveillance, Insurance and Exemption from liability

The event site is under surveillance on the days of construction from 8 am to 10 pm and during the event after public opening times. Surveillance and the security of individual booths or parts of booths are not included in this general surveillance. It is strongly recommended that all exhibition items are accordingly secured and sufficiently covered by insurance. The organiser does not provide any special insurance for your booth or the storage area. The organiser also accepts no liability for any damage



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or loss of exhibit items or booth accessoires, excluding gross negligence or intention. Should the organiser be forced to vacate the exhibition site or parts thereof, either temporarily or for a longer duration, to postpone, shorten, extend or relocate the event on account of a case of force majeure or for other reasons beyond its control, you may not derive any rights herefrom, in particular any claims for compensation or damages against the organiser.

11. Setup and Dismantling

The exhibitors may commence their setup from **Monday, October 17th, 2011, 8 am. By Wednesday, 19th October 2011, 11 am (beginning Vetting Committee's round tour)** the setup must be completed. For the organisation of the first placement of the booths, a detailed leaflet will be sent four weeks before the beginning of the event. The exhibition works must have been presented in full to the jury before they may be offered for sale. The breach of these regulations may lead to an exclusion from participation. **The Munich Contempo concludes on Sunday 23rd October, 2011. The booths have to be cleared on Monday 24th October, 2011, 6 pm.** Where necessary, packaged exhibits can be stored in the foyer overnight provided that they are removed the following day. The removal of the exhibits has to be completed on Tuesday, 25th October, 2011 by noon. In the case of exceeding this deadline the exhibitor will be held liable for subsequent invoices occurring with regard to the fairground. The exhibitors are obliged to abide by the applicable accident prevention regulations of the appropriate Employer's Liability Insurance Association.

12. Booth construction

Standard walls are obligatory. Graphic stands are not permitted. Booth labellings are affixed in standardised form by the organiser. Exhibitors can design their booths as they wish within the above mentioned limitations, but are, however, bound by the instructions and limitations imposed by fire regulations. If you plan any constructional systems which are not to be constructed by the organiser's booth builders, you have to submit a plan of your booth to the organiser for clearance at least six weeks before the beginning of the fair. Exhibits over 15kg must be notified to the organiser at least two weeks before the event.

13. Catalogue

For the event, a catalogue is produced. The entry of the exhibitor in the catalogue is obligatory, which is included in the allocation fee.

14. Householder rights

On site of the Postpalast, the domestic authority lies with the organiser. It is entitled to have exhibition items removed from the booth if your exhibit contravenes applicable legal provisions, good morals or the exhibition programme. In the case of serious infringement of the conditions of participation, the organiser is entitled to close or clear the booth as well as to refuse access to the fair site to you or/ and your staff. Such serious infringements also include arrears of payment. In the case of outstanding accounts, the organiser has the right to exclude the exhibitor from the booth and/ or shall be entitled to a right of lien over the exhibits and artworks and to take them off the booth and sell them to cover the money due. In this case, the exhibitor may not object to an auction (or any other sale without a minimum price) by the organiser and for the benefit of the organiser, and shall be obliged to meet any rights or demands of third persons that the latter may have in respect of the items withheld. The house rules of the Postpalast apply, which can be sent to you upon request.

15. Verbal agreements

Verbal agreements which go beyond the remit of this contract are only valid if confirmed in writing. The principles of commercial letters of confirmation do not apply.

16. Lapse

Any claims you may have against the organiser arising from the exhibition contract and any related circumstances shall lapse within six months. The limitation period begins at the end of the month in which the final day of the event takes place.

17. Data protection

Data you have provided is stored by an automated process in compliance with §33 of the German Data Protection Law and passed on to third parties within the context of fulfilling contractual obligations. Place of performance and court of jurisdiction is Kiel. For all legal agreements between you and the organiser, German law and the German text of the Conditions of Participation are definitive; house rules and the Conditions of Participation are a part of the contract.

18. Final resolution

By signing the application form, you accept as binding in their entirety the Conditions of Participation of the organiser as well as all other conditions affecting the contractual relationship. Should these conditions be in some part legally null and void or incomplete, neither the legal validity of the remaining conditions nor of the contract as a whole shall be affected. In such case, the parties involved shall be obliged to replace the invalid condition or to overcome the shortcoming with such a provision that the mutual economic benefit of the parties involved can be achieved as closely as possible.



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