

# INDIAARTFAIR

**31 January -  
03 February  
2019**

## **Exhibitor Application - Form**

Application Process Opens – 23/04/2018  
International Exhibitor Application Deadline – 30/06/2018  
Indian Exhibitor Application Deadline – 30/07/2018  
Successful Applicants Notified – 10/09/2018  
Booth Allocation Commences – 15/10/2018  
Installation Of Booth – 29/01/2019 & 30/01/2019  
Preview Day – 31/01/2019  
Public Days – 01/02/2019 To 03/02/2019  
Close and De-installation – 03/02/2019 (6pm Onwards)

For queries please contact  
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### **Team Contacts**

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# Exhibitor Application Form

We would like to apply to exhibit at India Art Fair 2019. We have read the Terms and Conditions at the end of the Application Form and undertake to abide by the same.

(This Application Form and mandatory supporting documents (Exhibitor Profile and Booth Proposal) should be submitted by email to [exhibitor@indiaartfair.in](mailto:exhibitor@indiaartfair.in))

## Exhibitor Information Fields marked with (\*) are mandatory

Gallery Name\*

Gallery Owner (s)\*

Gallery Address\*

Gallery Opened in (Year)\*

Additional Locations

City\*

Pin Code / Zip Code / Postcode\*

Country\*

Telephone\*

Website\*

E-mail\*

## Billing Details Fields marked with (\*) are mandatory

Billing Name\*

GSTIN (Indian Applicants only)\*

Billing Address\*

PAN (Indian Applicants only)\*

TAN (Indian Applicants only)\*

# Contact Person's Details Fields marked with (\*) are mandatory

Name \*

E-mail \*

Mobile \*

## BOOTH SELECTION

Please select one section below and the required booth size. **All prices below are exclusive of GST @18% as per Government of India regulations.**

### Section 1 - Galleries

Please select a booth size. The rental cost is equivalent to INR 26500 per sqm.

25 sqm. / INR 662,500

80 sqm. / INR 2,120,000

30 sqm. / INR 795,000

100 sqm. / INR 2,650,000

40 sqm. / INR 1,060,000

120 sqm. / INR 3,180,000

60 sqm. / INR 1,590,000

### Section 2 - Focus

Please select a booth size. The rental cost is equivalent to INR 24000 per sqm.

20 sqm. / INR 480,000

25 sqm. / INR 600,000

30 sqm. / INR 720,000

### Section 3 - Platform

Please select a booth size. The rental cost is equivalent to INR 18500 per sqm.

20 sqm. / INR 370,000

25 sqm. / INR 462,500

30 sqm. / INR 555,000

40 sqm. / INR 740,000

### Section 4 - Institutions

Please select a booth size. The rental cost is equivalent to INR 19000 per sqm.

15 sqm. / INR 285,000

20 sqm. / INR 380,000

25 sqm. / INR 475,000

Name(s) of artist(s) represented by the applicant

Name(s) of artist(s) proposed for India Art Fair 2019

Recent Art Fair participation (if any)

Exhibition history in the past one year

# Terms and Conditions

This agreement is between Seventh Plane Networks Limited as the Organiser of the India Art Fair 2019 ('Organiser') and the Applicant ('Exhibitor')

**All Applicants are required to initial each page and sign the last page of these Terms and Conditions in the appropriately marked signature space at the end of this document. This executed copy is required to be part of the Application Form package, as an acceptance of the Terms and Conditions.**

## 1. Application Procedure

1.1. All prospective Exhibitors must complete the Application Form and abide by the Terms and Conditions of India Art Fair 2019 as specified below. The Organiser reserves the right to, at any time, issue other rules and regulations of participation to supplement these Terms and Conditions. Eligibility for admission as an Exhibitor is strictly dependent on the section applied for and corresponding criteria as determined at the sole discretion of the Organiser.

1.2. Galleries can apply for different sections, provided they complete separate Application Forms and pay the Application Processing Fee for each section.

1.3. One booth can be shared by two galleries/institutions, but each gallery/institution must submit a separate Application Form and a joint curatorial proposal. Both galleries/institutions need to be selected separately by the Selection Committee on their own merit to be able to share a booth.

1.4. All Application Forms will be reviewed by the Selection Committee. The decision of the Selection Committee will be final and binding. There is no possibility of an appeal against the Selection Committee's decision.

1.5. The prospective Exhibitors should duly fill the Application Form and send it to the Organiser along with the signed and initialed Terms and Conditions pages. Incomplete or unsigned forms will not be considered by the Selection Committee. This document should be saved using the following filename "gallerynameIAF2019".

The accompanying documents have to be shared in a combined PDF format. This document should be saved using the following filename "gallerynameproposalIAF2019"

It is advised to make a copy of the Application Form for your records. Please note that the Organiser will not return any supporting material submitted along with the Application Form.

1.6. On acceptance of the Application Form by the Selection Committee, the selected Exhibitors will be deemed to have entered into a contract with the Organiser wherein the Exhibitors agree to participate and abide by the Terms and Conditions of India Art Fair 2019.

1.7. Upon any breach or non-compliance of Terms and Conditions by the Exhibitor(s), the Organiser reserves the right to cancel the booth booking of such Exhibitor(s). In this eventuality the booth booking amount may be retained in part or full, as may be decided by the Organiser.

## 2. Application Processing Fee

2.1. The non-refundable Application Processing Fee of INR 10,000 (inclusive of GST @18%) must be sent along with the Application Form for each section separately. The application will only be considered valid and complete on receipt of this fee.

## 3. Acceptance Of Regulations And Confirmation Of Terms And Conditions

3.1. In signing the Application Form, the Applicant accepts the Terms and Conditions set out herein. Once the Applicant receives a confirmation from the Organiser that their application has been approved, the Terms and Conditions will continue to apply to the successful applicants.

## 4. Payment Terms And Conditions

4.1. By signing these Terms and Conditions and as a confirmation of their participation, Exhibitors must make the complete payment as per the following payment schedule:

70% of the booth cost - 28 September 2018

30% of the booth cost - 30 October 2018

4.2. The booking of the booth is liable to be cancelled if full payment is not received by the above mentioned dates and the Exhibitor's Application Form shall be cancelled by the Organiser with immediate effect, and the payments, if any, already made by the Exhibitor will not be refunded by the Organiser.

4.3. By signing these Terms and Conditions and as a confirmation of participation, The Applicant and/or Exhibitor agrees to the non-disclosure of their payment terms to any third party under any circumstances. Any breach or non-compliance of this clause will result in the immediate non-consideration of the Application Form or cancellation of participation in the India Art Fair by the Organiser. Payments, if any, already made will not be refunded by the Organiser.

4.4. The Organiser shall have the right to refuse admission to the India Art Fair venue if the Exhibitor fails to meet financial obligations towards India Art Fair by the payment due date.

## 5. Withdrawal From The Application Process And Changes

5.1. Any Applicant may withdraw their application prior to acceptance by the Organiser. However, if accepted, the Applicant is bound by the Terms and Conditions and any cancellation will be as per the cancellation clause below.

5.2. In the event an Exhibitor withdraws after the intimation of selection, the Exhibitor is subject to pay the penalty charges as follows:

### DATE

### PERCENTAGE

On or Before 01 October 2018

35% of the total booth cost

02 October – 29 November 2018

70% of the total booth cost

On or After 30 November 2018

100% of the total booth cost

## 6. Booth Allocation

6.1. The Organiser will allocate booth spaces to all selected Exhibitors at their own discretion. Reasonable efforts will be made to accommodate Exhibitors' requests concerning specific booth sizes and allocation but it cannot be made a condition of participation. However, the Organiser reserves the right to alter the floor layout, location of the allocated space and shape and size of the booth if circumstances demand.

## 7. Booth Operation

7.1. Exhibitors will be given possession of booths one and a half days prior to the opening of the India Art Fair – 29 January 2019 at 3.00 pm and must finish the installation of exhibits by 8:00 pm on 30 January 2019 ("Set-up Days").

7.2. All additional structures, lighting, furniture, security and other equipment required by Exhibitors, must be taken only from the Official Contractors of the Fair, appointed by the Organiser, as mentioned in the Exhibitor Manual.

7.3. On 3 February 2019, the Exhibitors must begin the removal of all exhibits and belongings after 6.00 pm and finish before 11.00 p.m. on the same day.

7.4. Exhibitors are expected to clear all outstanding dues to the India Art Fair's official contractors (i.e who are listed in the Exhibitor Manual) at least 30 days prior to the Set-up Days. The Organiser has the right to cancel the Exhibitor's participation and refuse admission to the India Art Fair venue for failure to comply with the above.

7.5. It is the Exhibitor's duty to ensure that its booth is in operation without interruption throughout the whole of the Fair's advertised opening hours. In particular, all stands must be correctly equipped and staffed with senior-level personnel. If an Exhibitor does not abide by this term, the Organiser shall have the right to impose a penalty for breach of Terms and Conditions.

## 8. Booth Sharing And Maintenance

8.1. Other than the sections where joint participation is allowed with prior approval, no Exhibitor may share, sublet or assign a booth either entirely or partially without written permission from the Organiser.

8.2. Exhibitors are not allowed to encroach on aisles or open space outside the allocated booth. Exhibitors shall display or distribute promotional material only from the booth. The Organiser reserves the right to forcibly remove such material if they feel it is encroaching on the general space.

8.3. Exhibitors must satisfy the quality level set by the Organiser throughout the whole duration of the Fair. Re-hanging operations and any modifications made to the booth must not be of a nature that would detract from the quality level of the Fair. Re-hanging operations and cleaning work are only permitted before the Fair opening hours or after closing hours. The Organiser has the right to inspect the Exhibitors' stands at any time, including towards the end of the Fair.

8.4. Exhibitors will only display in their booths the artists as have been earlier disclosed in the Application Form. The Organiser can ask the Exhibitor to remove any works which they feel do not conform to the proposed programme of the Exhibitor. Also, no Exhibitors will be allowed to show or sell anything else other than artworks from their booth.

8.5. Exhibitors are not allowed to put up any gallery specific branding (including logo, gallery name) on their walls or anywhere in their booth, besides the branding provided by the Organiser. In case this is not adhered to, the Organiser reserves the right to take the branding off without the prior permission of the Exhibitor in the event the Exhibitor is unreachable.

8.6. Exhibitors must not cause any damage to the floor or structure, booths, furniture, fixtures, add-ons of any nature, on the premises at which the India Art Fair is organised. In case of such damage the cost specified by the Organiser (calculated in accordance with the actual damage caused) will have to be paid by the Exhibitor to the Organiser within two days from the date of closure of the India Art Fair.

8.7. The Organiser will provide common area lighting but shall not be liable for any loss or damage due to failure or interruption of electrical services. Please note that the electricity is available at 230 V single phase and 400 V three phase A.C. 50 cycles. No Exhibitor will be allowed to install their own power socket for safety reasons.

8.8. The Organiser and those authorised by them have a right to enter any part of the Fair premises at any time to execute works, repairs and alteration and for other purposes. No compensation will be payable to the Exhibitor for damage, loss or inconvenience so caused, except, where resulting from an act of negligence on the part of the Organiser.

## 9. Exhibitor Manual

9.1. Exhibitors will receive a comprehensive Exhibitor Manual with information on the India Art Fair along with service request forms. Exhibitors will also be required to abide by the general rules of the venue authority (NSIC) as well as the safety and maintenance requirements as mentioned in the Exhibitor Manual.

## 10. Health And Safety

10.1. The Organiser reserves the right to conduct a health and safety inspection once the booths have been installed. If any exhibit/installation does not meet the health and safety requirements as stated in the Exhibitor Manual, the concerned Exhibitors will be asked to remove the exhibit/installation or take steps to ensure that they comply with the health and safety requirements.

## 11. Security And Insurance

11.1. The Organiser will provide on-site security on a 24-hour basis from the start of the first day of the Set-up till the end of the dismantling day (29 January 2019 – 3 February 2019). Please note that the security guards will be responsible for the general security of the fair venue and will not be responsible for each individual booth or exhibit.

11.2. Exhibitors must cover all the costs and risks associated with the transport, display and removal of their exhibits and other goods. Exhibitors must insure their exhibits and other goods in the manner they think fit against all forms of losses, damages, theft, fire or any other risks and obtain a third-party insurance for the total duration involved in the transport, display and removal of their exhibits and other goods, at their own cost. While the Organiser will employ adequate security, and take all precautionary measures as stated in these Terms and Conditions, the Organiser cannot be held liable for any loss, theft or damage to such exhibits or other goods.

## 12. Customs And Shipping

12.1. The Organiser will empanel Shipping and Freight Handling Agents for the Fair to assist Exhibitors. Exhibitors are free to use other Shipping and Freight Handling Agents as well. The Organiser will not be liable for any dealings between the Exhibitors and any of the Shipping and Freight Handling Agents.

12.2. All International Exhibitors need a Bank Guarantee / Embassy Guarantee / ATA Carnet for temporary import of goods into India. For all import and export information, please get in touch with a Shipping and Freight Handling Agent. Further details on this will be provided in the Exhibitor Manual.

## 13. Storage

13.1. The Organiser will not be able to provide storage facilities for packing cases, surplus materials or other property of the Exhibitors. Arrangement of safe-keeping of such items must be made with the Shipping and Freight Handling Agent or should be shifted to the Exhibitor's local storage facility. All expenses related to transport and storage with the Shipping and Freight Handling Agent, or otherwise, would be borne by the Exhibitors.

13.2. Limited secured storage facility for Exhibitors is available onsite with the Organiser on a first come first served basis. Exhibitors are requested to get in touch with the Organiser for the same, closer to the Fair dates.

## 14. Fair Magazine

14.1. The Organiser will publish an Official Fair Magazine (formerly Fair Catalogue), and participation in the Magazine by the Exhibitors is mandatory. The Organiser reserves the right to reject or amend any Magazine information supplied by the Exhibitor.

## 15. Sales

15.1. Exhibitors based in Delhi who intend to do counter sales would have to intimate the GST department (Government of NCT of Delhi) as per the prescribed format for sale at the Fair, by using their current GST number. Exhibitors not based in Delhi, who intend to do counter sales, would have to obtain a temporary GST number from the GST Department (Government of NCT of Delhi). Exhibitors will not be allowed to conduct any sale transactions if the GST Number has not been submitted to the Organiser prior to the Fair.

## 16. Abidance By The Laws: Termination

16.1. It is imperative for Exhibitors to respect all applicable laws, especially the statutory provisions in relation to forgery of artworks and provenance, commercial fraud, anti-corruption money-laundering, and illegal import and export of cultural heritage. The Organiser has the right to refuse admission to the Fair, or to revoke an admission already granted, if an Exhibitor has been incriminated by a legal procedure or has been convicted by a court for having violated such statutory provisions and thereby compromising the reputation of the Fair.

16.2. Exhibitors contravening any Terms and Conditions, or Exhibitors whose behaviour at the Fair gives



rise to complaints from visitors, other Exhibitors or the Organiser, may be excluded from the Fair with immediate effect or refused admission to future editions of the Fair. Such Exhibitors shall also be liable for the entire costs of their booth area as damages, and also for any ancillary costs incurred.

16.3. This Application Form shall be governed and construed in accordance with the laws of India, and the courts in Delhi shall have exclusive jurisdiction in relation to any disputes, differences or claims arising out of or in connection with these Terms and Conditions.

16.4. Notwithstanding anything in these Terms and Conditions and in addition to specific remedial actions already set out in relevant clauses, in case of non-fulfillment of any of the provisions of the Terms and Conditions, or any other contractual obligations by the Exhibitors, the Organiser reserves the right to retain the Exhibitors' property (including exhibits) until all pending dues are settled in full.

## 17. Intellectual Property Rights

### 17.1. Infringement of Property Rights

It is imperative to respect the applicable legal provisions regarding the protection of intellectual property rights. Intellectual property rights include rights relating to and in patents, trademarks, tradenames, domain names, designs, copyrights, and moral rights of the creator of such intellectual property in any object/thing/substance, including exhibits to be displayed at the India Art Fair. Any Exhibitor that infringes the intellectual property rights of a third-party in connection with the India Art Fair can be held liable in a court of law and prosecuted under both civil and criminal laws. If either an Exhibitor or a non-Exhibitor fears that their intellectual property rights have been infringed at the Fair, they may go before the competent court and seek adequate measures such as prohibition on the presentation of specific exhibits or of particular products or services. If such complainant is already in possession of a final judgment from an Indian court, prohibiting the Exhibitor from displaying the exhibits or from offering certain products or services at India Art Fair, the Organisers will instruct the infringing Exhibitor to remove such exhibits, products or services immediately from his booth.

### 17.2. Authenticity of Artworks

Each exhibitor hereby warrants, represents, and guarantees to India Art Fair, and any buyer, the authenticity and legal provenance of all exhibits and artworks presented or made available by such Exhibitor at or through the Fair and hereby indemnifies and holds India Art Fair harmless from any and all claims, actions, proceedings, losses, liability, damages, fees, expenses and costs with regard to its authenticity or in connection thereto.

### 17.3. Reproduction of Artworks

Exhibitors hereby authorise and license India Art Fair to reproduce, display, and use, without charge, images of exhibits, artworks, or parts thereof, provided by Exhibitors in connection with the Fair, including in any catalogue, websites, announcements, posters, signage, and others. Exhibitors shall indemnify and hold India Art Fair and its affiliates harmless from and against any and all claims, actions, proceedings, losses, liability, damages, fees, expenses and costs arising from or related to any such reproduction, display, or use of any such images or part thereof, including, without limitation, any license or reproduction fees for the use of those images.

## 18. Cancellation, Premature Termination, Postponement Or Adaptation Of The Fair

18.1. If the India Art Fair 2019 is abandoned, cancelled or suspended in whole or in part by reason of any act or event that is beyond the control of the Organiser, including without limitation, an act of God or the elements, lightning, earthquake, flood or similar cataclysmic event, war, terrorist attacks, an act of public enemy, blockade, civil insurrection, riot, civil disturbance, explosion, fire, natural calamity, national emergency, labour dispute, epidemic, sabotage, or any restraint or restriction imposed by applicable laws and regulations or other acts of governmental authorities, whether central, state or local, the Organiser will repay the participation expenses paid by the Exhibitors, after deducting expenses that the Organiser may have incurred till that date, and the Organiser shall not be held liable to the Exhibitors or any other person claiming through the Exhibitors, in any other manner.

# Exhibitor Acceptance – Terms And Conditions

If you are in agreement with the foregoing, please indicate so by signing this Application Form in the space set out below and return the executed copy of the Terms and Conditions to the Organiser, whereupon, this Application Form shall constitute your confirmation of the understanding of the Terms and Conditions set out above for the India Art Fair 2019.

Exhibitor (Gallery / Organisation) Name:

Name of Exhibitor (Gallery / Organisation's) Owner:

Authorised Signatory for  
Gallery / Organisation (Exhibitor)

Authorised Signatory for  
Seventh Plane Networks Pvt. Ltd (Organiser)



Company Stamp:  
Date:

Jagdip Jagpal (Fair Director)