

**To: ART Santa Fe 2012 Applicants**

**Re: Application Process**

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Your application for participation in ART Santa Fe 2012 is attached. Before submitting your application, please double check to ensure that each of the following has been done:

Page One: Every blank must be filled in. If an item does not apply, please enter “n.a.”

Make sure you have checked the box in the middle of the page regarding email addresses and the box in the paragraph above the applicant’s signature.

Credit card information must be provided, regardless of whether or not you intend to pay via credit card.

The applicant must sign and date the form in the space provided.

Page Two: In the “Payment Methods” section, three categories of payment are listed, with a set of payment-method boxes for each category.

A payment-method box must be selected for *each* category of payment.

The applicant must initial in the space provided.

Page Three: The applicant must initial in the space provided.

Page Four: The applicant must sign and date the form in the space provided.

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We will communicate with applicants and accepted exhibitors almost exclusively via email. Therefore, it is critical that our emails get through to the right person in your organization on a timely basis.

In addition, the email address that you put on your application will become the user name for various fair-related web and email functions. Therefore, **please consider carefully which email address is entered on your application.**

In these regards, we request the following:

1. Please configure your spam filters and other email permission settings to accept all email from addresses ending in “@artsantafe.com”. Most of our email will come from [opsmanager@artsantafe.com](mailto:opsmanager@artsantafe.com) or [press@artsantafe.com](mailto:press@artsantafe.com), so please add those addresses to your “allowed list.”
2. Please provide us with a **person-specific** email address for the individual at your gallery who will be primarily responsible for interacting with our staff. Generic email addresses are vulnerable to being blocked, diverted to “junk” and spam folders, or automatically deleted by email clients. Examples of generic addresses that should be avoided include:

[info@yourgallery.com](mailto:info@yourgallery.com)  
[gallery@yourgallery.com](mailto:gallery@yourgallery.com)  
[art@yourgallery.com](mailto:art@yourgallery.com)  
[postmaster@yourgallery.com](mailto:postmaster@yourgallery.com)

[mail@yourgallery.com](mailto:mail@yourgallery.com)  
[contact@yourgallery.com](mailto:contact@yourgallery.com)  
[office@yourgallery.com](mailto:office@yourgallery.com)

We will be sending most documentation in electronic form. We ask that you reciprocate by emailing PDF documents to us or faxing whenever possible.

Many thanks for your cooperation.

# ART Santa Fe 2012 Project Space Application and Contract

Vernissage Date: July 12, 2012    Exposition Dates: July 13 - 15, 2012  
Santa Fe Convention Center, Santa Fe, New Mexico USA

**PLEASE PRINT CLEARLY**

Proper legal name of applicant (hereinafter, "Exhibitor")

d/b/a (if different from legal name)

Address

City, state/province, country, zip code/postal code

Name and title of contact person

Telephone

Facsimile

Mobile telephone number

E-mail address (person specific, **not** gallery generic)

Web site URL

Check here if you have already added [opsmanager@artsantafe.com](mailto:opsmanager@artsantafe.com) to your "allowed list" of "safe" email addresses.

The above-named party ("Exhibitor") wishes to rent \_\_\_\_\_ project-space booth(s) at *ART Santa Fe 2012* ("ASF"). See page 2 for booth specifications and payment methods.

Exhibitor must guarantee the payment of its ASF fees and charges with a credit card, whether or not payment will be made via credit card. Place an "X" in the box to the left of the credit card you wish to use to guarantee your obligations:

VISA

MasterCard

American Express

card number: \_\_\_\_\_ expiration date: \_\_\_\_\_ security code: \_\_\_\_\_

exact name on card: \_\_\_\_\_

The signature at the bottom of this page constitutes authorization for London International LLC to charge the credit card indicated above for all ASF fees and other charges that are not paid in timely fashion by check or wire transfer.

Fill in all items on this page and page 2. Sign and date pages 1 and 4, and initial pages 2 and 3. The application must be accompanied by (a) this four-page Application and Contract, (b) your check (if paying by check; see page 2), (c) a brief description of the project, and (d) visuals of the project in the form of a CD containing 300 dpi CMYK tiff files only. Upon receipt of your application, your check will be cashed or your credit card will be charged for the deposit. Only complete application packages can be accepted.

## **INCOMPLETE AND/OR UNSIGNED / UNINITIALED APPLICATIONS WILL BE DISCARDED.**

*I represent and warrant that all information in this application is true and correct. I have read, sought counsel regarding, understand, and accept every aspect of this Application and Contract, including the Terms and Conditions that form a part of this Application and Contract. In particular, I place a check mark in this box  to indicate that I understand and accept the economic provisions of the Terms and Conditions. I agree to be unconditionally bound by all ASF Terms and Conditions and the rules and policies governing participation in ASF as established from time to time by ASF.*

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Part II: Fees, Costs, and Specifications**

### **Section II-A: Fees, Deposits, and Booth Specifications**

Exposition Fee: \$3,500 per project space

Deposit due with application: \$1,000 per project space

The Exposition Fee is for a standard booth configuration and does not include a mandatory \$200 drayage fee *per exhibitor* or any items other than those listed in Section II-B hereof.

*Please take careful note of the Terms and Conditions in Part III hereof.*

#### **Booth Specifications**

Booths have white walls on three perimeter sides. Interior walls and custom colors may be available for an additional fee.

Booth size: 10' wide x 8' deep x 12' high (80 square feet) **Booth size is subject to change.**

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### **Section II-B: Other Items Included in the Exhibition Fee**

Lighting: as specified in the Exhibitor's Kit

Staff badges: maximum of 2 (badges also serve as Vernissage tickets for staff)

Set-up staff badges: maximum of 2 (valid during set-up and break-down hours only; not valid for Vernissage)

Internet access, electrical outlets, and additional walls, lighting, furniture, and other items may be available at an additional charge. The Exhibitor's Kit will contain details. All other costs of exhibiting at ASF – including, without limitation, shipping, crating, drayage, hanging/set-up, hotel, food, travel, etc. – are the responsibility of Exhibitor.

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### **Section II-C: Payment Methods**

1. The <b>deposit</b> portion of the exhibition fee will be paid by: (one box <b>must</b> be checked)	<input type="checkbox"/> check <input type="checkbox"/> credit card <input type="checkbox"/> bank wire transfer
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2. The <b>balance of the exhibition fee</b> will be paid by: (one box <b>must</b> be checked)	<input type="checkbox"/> check <input type="checkbox"/> credit card <input type="checkbox"/> bank wire transfer
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3. <b>All other ASF charges</b> will be paid by: (one box <b>must</b> be checked)	<input type="checkbox"/> check <input type="checkbox"/> credit card <input type="checkbox"/> bank wire transfer
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***All charges incurred at registration and during the fair must be paid via credit card or cash.  
Any amounts not paid in a timely manner will be charged to Exhibitor's credit card.***

## Part III: Terms & Conditions

### 1. General

ART Santa Fe ("ASF") is a production of London International LLC ("London"), which reserves the right, in its sole and absolute discretion, to interpret, amend, augment, or otherwise change the rules of participation in, and/or these Terms and Conditions of, ASF at any time and from time to time. All dates specified herein fall in 2012. All days of the week specified herein refer to days during the fair week, i.e., Wednesday, July 11, through Monday, July 16.

### 2. Exposition Dates and Hours (subject to change)

*Vernissage:* Thursday, 5:00 - 8:00 p.m.

Friday, 11:00 a.m. - 7:00 p.m.

Saturday, 11:00 a.m. - 6:00 p.m.

Sunday, 11:00 a.m. - 6:00 p.m.

### 3. Location

Santa Fe Convention Center (the "Exhibition Hall")

201 West Marcy Street, Santa Fe, New Mexico

Exhibitors must not contact the Exhibition Hall directly;

all inquiries must be directed to ASF on 505-988-8883.

### 4. Application, Deposit, and Acceptance

The entire application, required supporting materials, and the deposit must be submitted in one package. **Incomplete and/or partial submissions cannot be accepted and will be discarded.** Submission of an application does not guarantee acceptance to participate in ASF. ASF will accept and reject applications in its sole discretion. Applications and supporting materials will not be returned to the applicant. A rejected applicant's deposit will be refunded upon written notification of rejection, minus a \$200 administrative fee. Inaccurate, false, or misleading information on this application shall constitute grounds for disqualifying the application or, if already accepted, for revoking acceptance, without refund of fees paid. This application will become a contract only upon written acceptance by ASF.

### 5. Fees and Payment

The exhibition fee includes only those items enumerated in Part II above. **The deposit must accompany this application and is non-refundable** unless the application is rejected. **The balance of the exposition fee must be received within ten (10) days after the date of the invoice.** Non-payment of the exhibition fee in full by **April 15** or, if Exhibitor is accepted after April 5, by the tenth day after the date of Exhibitor's acceptance notice (a) may be deemed, by ASF in its sole discretion, to constitute withdrawal by Exhibitor (see paragraph 6 below), or (b) if not deemed withdrawal by ASF, Exhibitor will pay an **administrative fee of \$100 per booth** for each month (or part thereof) that payment is delayed beyond April 15. Exhibitor will pay other administrative fees as follows: (A) If the balance of the exposition fee is submitted in more than one payment (which may be done only with prior permission from ASF), an **administrative fee of \$50** will be assessed for each payment after the first. (B) An **administrative processing fee of \$25** will be assessed for each Exhibitor Kit form that is received by ASF after the date specified in the Exhibitor Kit. (C) An **invoicing administrative fee of \$100** will be assessed if all amounts due ASF are not paid in full by June 10.

Exposition fees and other amounts due ASF must be paid in U.S. dollars by (a) check drawn on a U.S. bank, payable to the order of London International LLC (not to the order of ART Santa Fe); checks returned for any reason (including insufficient funds) will attract a **\$50 charge** payable by Exhibitor; (b) wire transfer to Dubuque Bank and Trust Company, Dubuque, Iowa, ABA routing number 0739 0053 5, for credit to beneficiary New Mexico Bank & Trust Santa Fe, for credit to the account of London International LLC, 554 South Guadalupe Street, Santa Fe, NM 87501, account number 3161000552; or (c) credit card. Credit card charges will be assessed a **3% handling fee**; handling fees are non-refundable under all circumstances.

### 6. Withdrawal and Forfeiture

Failure to respond to ASF communications promptly or to submit required documentation, including forms specified in the Exhibitor's Kit, by the date specified by ASF may be deemed by ASF in its sole discretion to be withdrawal by Exhibitor. Failure to comply with the rules of participation in, and/or these Terms and Conditions of, ASF may be deemed by ASF in its sole discretion to be withdrawal by Exhibitor. If an Exhibitor

withdraws, either voluntarily or involuntarily, from participation in ASF after being accepted for participation, Exhibitor will remain liable for the full exposition fee. Such payment shall be liquidated damages, not a penalty, and Exhibitor and ASF agree that such payment constitutes reasonable provision for liquidated damages. An Exhibitor that fails to occupy its booth by 5:00 p.m. on Wednesday will forfeit its right to occupy the space and ASF claims full rights to that space. In such event, Exhibitor shall remain liable for the full rental and other related expenses incurred by ASF.

### 7. Booth Size, Allocation, and Placement

Booth preferences will be considered on a first-come, first-served basis. If Exhibitor's preferred booth size is unavailable, Exhibitor will automatically be registered for another size and charged accordingly. (Project-Space Exhibitors will not be automatically reassigned to other booth sizes.) ASF reserves the right to limit the number of booths rented to each Exhibitor. Special requests regarding booth location and configuration must be submitted in writing prior to May 15<sup>th</sup> and will be considered but cannot be made a condition of participation. Certain booth placement requests, if granted, may attract an extra charge. ASF reserves the right to make changes in booth assignments, booth configurations, and/or fair configuration at any time. All booth placements and the fair's floor layout are determined by ASF in its sole discretion. The structure of the Exhibition Hall may affect the size, shape, or available display space of a booth; ASF will seek to minimize such effects but cannot offer refunds or other consideration to an Exhibitor whose booth is affected.

### 8. Booth Set-Up and De-Installation

Art works must be installed in a professional, workman-like manner without obstructing the fair's hallways and without presenting a hazard or danger to fair visitors, other exhibitors, ASF contractors and vendors, or ASF staff. Exhibitor is not permitted to alter booth configurations or to paint booth walls. Special booth-construction or wall-color requests must be received by ASF no later than the date specified in the Exhibitor's Kit; accommodating such requests will be determined by ASF in its sole discretion, and any costs of such accommodation will be borne by Exhibitor.

**Booths must be completely set up no later than 3:00 p.m. on Thursday. De-installation commences at 6:00 p.m. on Sunday. Failure to observe either of these deadlines will result in a \$500 charge to Exhibitor's credit card for each such failure.**

ASF bears no responsibility whatsoever for inbound or outbound shipment of Exhibitor's property, including shipments delivered early or late to the Exhibition Hall. No refunds will be issued to Exhibitors whose shipments do not arrive on time.

### 9. Works Exhibited

Exhibitor represents and warrants that all works of art to be exhibited at ASF will be authentic. ASF reserves the right to preview all work to be exhibited and to prohibit the display of any work deemed by ASF, in its sole discretion, to be inconsistent with the requirements and objectives of ASF. Display of works that are materially different – as judged by ASF in its sole discretion – from works shown in this application's supporting materials may be grounds for canceling Exhibitor's participation in ASF without refund of fees paid or owed. If the removal of prohibited works is necessary, such removal will be at the expense of Exhibitor. Exhibitor's works may be displayed only on and within the interior walls of its booth(s) and, if relevant, on other display walls rented by Exhibitor. Exhibitor may display only the works of artists represented by Exhibitor and presented in this application's supporting materials. Project-Space Exhibitors may display only the works of one artist. No other products or services may be displayed or advertised by Exhibitor. Exhibitor may not sublet its ASF booth(s) or any portion thereof.

### 10. Staff

Booths must be attended by Exhibitor's staff at all times during exposition hours. **For each instance in which Exhibitor's booth is unstaffed during hours that ASF is open to the public, Exhibitor's credit card will be charged a fee of \$100.**

Exhibitor is solely responsible for staffing its booth and the conduct of its staff. ASF reserves the right to limit the number of Exhibitor staff present at ASF at any given time and to bar individual Exhibitor staff from the

Exhibition Hall for any or no reason. Exhibitor must provide ASF with the names of all individuals who will staff Exhibitor's ASF booth(s) no later than the date specified in the Exhibitor's Kit. If more than four (4) badges are requested and approved by ASF, the badges in excess of four (4) will be charged at the rate of \$25 each. Replacements for lost badges will be charged at the rate of \$25 each. Exhibitor staff must wear ASF identification badges at all times while in the Exhibition Hall.

**11. Rights to Gallery Statement, Visuals, and Staff Photographs**

For purposes of ASF advertising, publicity, and the preparation of the ASF catalog, Exhibitor grants ASF the non-exclusive right to use and publish (a) Exhibitor's gallery and artist information, (b) visuals of works by Exhibitor's artists, and (c) photographs that may include Exhibitor staff. Exhibitor represents that it has all rights to convey the foregoing rights to ASF.

**12. Security**

ASF will provide perimeter guard service for the exposition area 24 hours per day, commencing on set-up day and ending on dismantling day. The watchman service supplied by ASF does not guarantee Exhibitor against loss, theft, or property damage, nor does it imply an assumption of liability for Exhibitor's property by the Exhibition Hall or ASF, nor shall it be construed as grounds for any indemnification whatsoever to Exhibitor against loss or theft or otherwise. No art works or other property may be removed from the Exhibition Hall without the prior written approval of ASF and without a security pass on Exhibitor's letterhead. Sold art works that are hand carried out of the Exhibition Hall by the purchaser must be accompanied by a Merchandise Pass provided by ASF and signed by Exhibitor.

**13. Electrical Services**

ASF will use its best efforts to ensure that the Exhibition Hall provides adequate common-area lighting. However, ASF will not be responsible for any interruption in service. Exhibitor is not permitted to install power connections or lights. All fire and safety laws and regulations must be observed.

**14. Maintenance and Departure**

ASF will be responsible for keeping the common areas clean and neat. Exhibitor is responsible for keeping its booth clean and neat at all times, and for leaving the booth in the same condition in which it was found, normal wear and tear excepted. Exhibitor's credit card will be charged for the replacement cost of booth walls, lights, or other property of ASF and/or its contractors that are damaged beyond normal wear and tear. Determination of "normal wear and tear" will be made by ASF in its sole discretion.

Exhibitor shall render its display walls free of all artwork, hanging devices, and signs/labels by 9:00 p.m. on Sunday; Exhibitor shall remove its property (including crates, cartons, rubbish, and all other matter) from the Exhibition Hall, render its booth area broom clean, and vacate its booth area by 11 a.m. on Monday. If Exhibitor fails to meet the deadlines set forth in the immediately preceding sentence, **Exhibitor's credit card will be charged a maintenance fee of \$500 per booth** and all items left in Exhibitor's booth area will be discarded or become the property of ASF.

**15. Insurance and Liability**

London, the owner, operator, and manager of ASF, will attempt to provide a safe and secure environment at ASF in order to guard against the risk of Exhibitor loss, cost, or damage to person or property due to theft, vandalism, fire, acts of God, or other perils. Details of ASF's security arrangements are available upon request. However, Exhibitor acknowledges and agrees as follows: (A) that neither London nor ASF carries any insurance of any kind for the benefit of Exhibitor, (B) that Exhibitor's participation in ASF is solely at its own risk, (C) that Exhibitor is liable for all damage Exhibitor, its staff, and its agents cause to the Exhibition Hall and/or to the property of the Exhibition Hall, London, ASF, and other exhibitors, (D) that ASF will not be liable to Exhibitor for any direct, incidental, or consequential damages or loss to Exhibitor or its property arising from or connected with Exhibitor's participation in ASF, and (E) that London and ASF disclaim all responsibility and liability

whatever for any such loss, cost, or damage. Exhibitor releases and discharges ASF and London and all of London's members, executives, agents, contractors, and employees from any liability, claim, or demand whatsoever for any loss, cost, or damage to Exhibitor's person or property arising in any way out of Exhibitor's participation in ASF, regardless of whether such loss, cost, or damage is due to any form of negligence of London or any of its members, executives, agents, contractors, and employees or any other person or entity providing goods or services to London and ASF. Exhibitor hereby agrees to indemnify London and hold it harmless for and against any and all loss, damage, or injury (personal or otherwise) incurred by London as a result of breach of these terms and conditions and the acts and omissions of Exhibitor.

Exhibitor represents that it either carries insurance to guard against all risks to property, person, or otherwise of whatever nature of participating in ASF, or it has determined to assume such risks without carrying insurance.

Exhibitor must maintain general liability insurance relating to its participation in ASF and will, no later than the date specified in the Exhibitor's Kit, provide ASF with a certificate of insurance from an insurance company rated "A" or higher – naming London as an additional insured – as proof of coverage of not less than US\$1.0 million. If Exhibitor fails to provide such certificate on or before the date specified in the Exhibitor's Kit, ASF will determine, in its sole discretion, to either (a) obtain liability insurance on behalf of Exhibitor and at Exhibitor's expense, or (b) cause Exhibitor to involuntarily withdraw from ASF.

**16. Exhibitor Accommodations and Services**

As a courtesy, ASF may provide Exhibitors lists of and information relating to service providers (e.g., hotels, crating/shipping companies, installers, insurance brokers) that may be of interest to Exhibitors. Exhibitor acknowledges that all information about third-party service providers and/or vendors is provided to Exhibitor solely as a convenience. No representation or warranty is made as to such parties' quality, capability, or expertise, and London is not an endorser or guarantor of any products or services that may be provided to Exhibitor by such third parties. London disclaims, and Exhibitor waives and releases London from, any liability for any loss, cost, or damage that Exhibitor suffers as a result of damage to property or person arising out of the acts, errors, or omissions of such third parties. All contracts and commercial arrangements between Exhibitor and such third parties are at Exhibitor's sole risk. Exhibitor's application to obtain liability insurance will be submitted directly to the brokerage and all commercial and financial matters relating to any insurance will be strictly between Exhibitor and its broker/carrier.

ASF assumes no responsibility for securing hotel accommodations or room rates for Exhibitors. ASF cannot assist in making arrangements for hotel rooms or for accommodating other personal needs of Exhibitors' staff.

**17. Other**

Exhibitor represents that the individual completing this Application and Contract is fully empowered to so do on behalf of Exhibitor.

ASF is entitled, in the case of compelling reasons or Acts of God, to postpone, shorten, or extend the exposition. ASF bears no responsibility whatsoever for the effect (including cancellation of the exposition) of war, revolution, insurrection, or acts of terrorism.

ASF reserves the right to expel from the exposition any Exhibitor who violates the rules, policies, procedures, terms, and/or conditions stated herein and established from time to time by ASF. In case of expulsion, Exhibitor shall remain responsible for the full amount of booth rental and other charges incurred.

The laws of the City of Santa Fe, State of New Mexico, and the United States of America shall be applicable to these Terms and Conditions and all matters arising out of Exhibitor's participation in ASF.

These Terms and Conditions are the final and exclusive agreement between Exhibitor and ASF.

**ACCEPTED AND AGREED:**

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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