

# Exhibitor Application & Agreement

This Application/Agreement (the "Agreement"), when countersigned by both parties, becomes a binding agreement regarding participation in the fine art exhibition known as SCOPE Art Fair Inc, SCOPE Miami (the "Exhibition"). In order to be considered in the second round of submissions Application/Agreement must be returned to SCOPE Art Fair by September 24, 2010 at the address set forth on the signature page of this Application/Agreement. An Application/Agreement received after this date will not guarantee consideration or placement due to space availability.

Gallery Name

Director Name

Director Asst.

Address

City State Zip/Postal Code

Country (If outside the U.S.)

Phone

Fax

Email Address

Web Address

## Booth Request

Included in the rental price of the booth shall be: 12 ft. high (3.04m) luan surfaced hardwood perimeter walls, lights every 4 linear feet, exhibitor sign, one full color page in the catalogue.

There are mandatory additional fees for cooperative advertising, venue, additional booth lighting, special walls, custom flooring, custom carpeting, additional signage, tables, chairs, miscellaneous electrical services, shelving, pedestals, drayage and labor furnished for exhibitor-supplied materials are available at additional charge. Minimum booth size is 200sq.ft (18.6 sq.m.) with limited invitational Breeder booth (150 sq.ft/13.9 sq.m.) availability.

Final booth size may vary and will be issued by the "Exhibition" and will depend on booth design and available floor space for the Exhibition. Final booth size will be charged accordingly at a rate of US \$53.00 per square foot / \$570.00 per square meter.

Please indicate your approximate booth size desired below  
Feet and Meters:

<input type="checkbox"/>	200 sq.ft. (18.6 sq.m.)	US \$10,600
<input type="checkbox"/>	300 sq.ft. (27.9 sq.m.)	US \$15,900
<input type="checkbox"/>	400 sq.ft. (37.2 sq.m.)	US \$21,200
<input type="checkbox"/>	500 sq.ft. (46.5 sq.m.)	US \$26,500
<input type="checkbox"/>	600 sq.ft. (55.8sq.m.)	US \$31,800
<input type="checkbox"/>	700 sq.ft. (65.0 sq.m.)	US \$37,100
<input type="checkbox"/>	800 sq.ft. (74.3 sq.m.)	US \$42,400

## Artist Selection

You must submit the following with your application:

1. Current/previous fair involvement.
2. List of proposed artists.
3. CD with 3 to 5 hi resolution images of each proposed artists works.
4. List of image specifications for each image submitted
5. Gallery Mission Statement



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## APPLICATION/AGREEMENT TERMS & CONDITIONS

This Agreement is between \_\_\_\_\_ (hereinafter referred to as the "Exhibitor") and SCOPE Art Fair Inc., a New York corporation (hereinafter referred to as "Organizer"). The terms and conditions of this Agreement (and any addenda attached hereto) shall be the terms and conditions applicable to Exhibitor's lease of booth space at the Exhibition from Organizer, such Exhibition to be located at the SCOPE Art Fair, Miami during the dates of December 1-5. All dates and location are subject to change and Organizer cannot be held liable for any changes in dates and or location. The terms and conditions of this Agreement shall also cover any additional days required for Exhibitor to move-in and move-out of the booth space at the Exhibition. Exhibitor and Organizer agree as follows:

1. Exhibitor hereby leases the booth space at the rental price (subject to adjustment as stated herein) described on page 1 of the Agreement, exclusive of applicable state and local taxes, plus decoration, cooperative advertising charges and other costs and charges as set forth below, all of which additional costs and charges shall be invoiced directly to Exhibitor and considered to be additional rent due to Organizer hereunder. All payments made pursuant to this Agreement shall be made exclusively in US currency. Payments made hereunder may be made by cash, check drawn on a US bank or bank wire transfer (all wire transfers must include additional wiring fees)
  2. Included in the rental price of the booth shall be: 10 ft. high (3.04 m) luan surfaced hardwood perimeter walls, lights every 4 linear feet and one color page in the catalogue. A venue fee of US \$2.00 per sqft is mandatory. Cooperative advertising is a mandatory additional fee and is determined by booth size. All booths 300 sqft or greater will be charged US \$2,500, all booths between 201 sqft and 299 sqft will be charged US\$1,750 and all booths 200 sqft or less will be charged US \$1,000. This includes extensive marketing/promotion, print ads in local, national and international art and general interest magazines and newspapers, web site images, receptions, events and all programming. Additional walls, special walls, custom flooring, custom carpeting, additional signage, furniture, miscellaneous electrical services, shelving, sculpture pedestals, drayage & labor furnished for exhibitor-supplied materials are available at additional charges. Prices are outlined in the Exhibitor Manual. Exhibitor agrees to pay full costs of booth decoration and additional lighting.
  3. The balance of the rental price (i.e. less the deposit already received by Organizer) shall be paid by Exhibitor in TWO equal installments the first of which is due upon execution of agreement by both parties and booth will not be confirmed until after receipt of first payment. The final payment date will be noted on Exhibitor's first invoice. In the event Exhibitor fails to make any such scheduled payments and/or if any payment due hereunder is delinquent more than five (5) calendar days past the due date, the Exhibitor's booth location may be assigned to a non-preferential area or any other area at the sole discretion of Organizer and a late charge of \$2.00 per square foot service charge will be added to the delinquent payment.
  4. In the event that Exhibitor fails to make rental payments as agreed herein or breaches any term or condition contained herein, Exhibitor shall be in default hereunder, and Organizer shall have the right to retain Exhibitor's deposit and all other monies paid hereunder, and reserves any other remedies it may have in law or in equity with respect to any default by Exhibitor hereunder. In the event of default by Exhibitor, Organizer shall have the right, but not the obligation, to lease the subject booth space to another exhibitor prior to the Exhibition. In the event Organizer is unable to lease all of the defaulting Exhibitor's booth space, Exhibitor shall remain liable for the full balance due under the terms of this Agreement, together with all costs of collection, including but not limited to, all reasonable attorneys' fees, court costs and interest. In addition to any other defaults enumerated herein, Exhibitor shall be in default hereunder if Exhibitor fails to observe or perform any of the other terms, covenants and conditions of this Agreement (or any other supplemental documents incorporated herein such as the Exhibitor Manual as referenced below) and such default shall continue for more than fifteen (15) days after written notice from Organizer to Exhibitor. Exhibitor shall have ten (10) days after written notice from Organizer to cure any monetary default. Organizer shall have all remedies available to Organizer at law and in equity in the event of Exhibitor's default under this Agreement, which remedies are cumulative and not mutually exclusive, including, but not limited to, the right of acceleration. In the event of such default, Organizer may recover from Exhibitor damages computed in accordance with the following formula, in addition to its other remedies: (a) any unpaid rent and other sums due under this Agreement which have been earned at the time of such default or termination; plus (b) the unpaid rent and other sums due under this Agreement for the balance of the term after the time of default; plus (c) any other amount necessary to compensate Organizer for all the detriment caused by Exhibitor's failure to perform its obligation under this Agreement or which in the ordinary course of things would be likely to result there from, including, attorneys' fees and costs; plus (d) at Organizer's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of the State of New York; plus (e) interest thereon at eighteen percent (18%) per annum.
  5. Exhibitor agrees to abide by the aesthetic standards set forth by Organizer or as determined or promulgated by the organizers of the Exhibition, and Exhibitor agrees to be bound by all rules, regulations, terms and conditions contained in the Exhibitor's Manual, to be supplied to Exhibitor after this Agreement has been executed by Organizer and Exhibitor.
  6. This Agreement when signed by Exhibitor shall constitute an agreement for exhibit space in Organizer's Exhibition but only when duly countersigned by Organizer or its agents and representatives. It is subject to review and approval by Organizer or its agents and representatives who reserve the right to reject any application for any reason. All applications will be accepted only in writing by Organizer and such decisions are at the sole discretion of Organizer. There exists no obligation by Organizer to any applicant until a completely executed Agreement has been signed by both the Exhibitor and Organizer.
  7. Walls, lighting, design, labor, etc., are all furnished by Organizer to guarantee uniformity of overall design of the Exhibition. The booth will be integrated into the overall design of the Exhibition.
  8. By execution of this Agreement, Exhibitor acknowledges and accepts the Rules and Regulations set out in Addendum A and attached hereto. The Exhibitor promises to abide by the Rules and Regulations contained in this Agreement and such further rules and regulations as may be implemented by Organizer governing the terms of the Exhibition. Exhibitor's use of the booth space and the Exhibition premises shall be subject at all times to those rules and regulations adopted by Organizer.
  9. The liability of Organizer for failure to perform its obligations under this Agreement is limited to a refund of the Exhibitor's deposits paid hereunder. In the event the Organizer shall be in default hereunder in any respect, such default shall not give rise to any rights or remedies to Exhibitor unless and until such default shall continue for more than thirty (30) days after Organizer's actual receipt of written notice thereof from Exhibitor (or, as to defaults not susceptible of being cured within such thirty day period, Organizer fails to commence the cure thereof within such period and thereafter diligently prosecute the same to completion). Further, if Organizer is delayed or prevented from performing any of its obligations under this Agreement by reason of strike or labor troubles or any cause whatsoever beyond Organizer's control, the period of such delay or such prevention shall be deemed added to the time herein provided for the performance of any such obligation by Organizer, or Organizer, in its sole discretion, may cancel this Agreement and the parties hereto shall be released of all further obligations and liabilities each may have to the other.
  10. Neither Organizer, nor the lessor of the Exhibition facility, will accept any responsibility for the well-being of any art and materials consigned to or in the possession of any Exhibitor during the Exhibition. The Exhibitor waives any and all claims against Organizer, its contractors, agents, employees, invitees and licensees and the lessor of the Exhibition facility for loss, theft, damage, or destruction by fire, water or otherwise, of any art work, crates, packing materials, or any other items of Exhibitor, on the Exhibition premises at any time as well as for injury to itself, its agents, servants and/or employees while on the Exhibition premises, and for any damage of any nature including damage to its business by reason of the failure to provide booth space for its exhibit or for any failure to hold the Exhibition as scheduled. All Exhibitor's personal property of every kind of description which may at any time be in the booth space or on the Exhibition premises shall be at Exhibitor's sole risk, or at the risk of those claiming under Exhibitor, and Organizer shall not be liable for any damage to said property or loss suffered by the business or occupation of Exhibitor caused in any manner whatsoever, including theft. Organizer shall not be liable for any such injury or damage caused by other exhibitors or any other person(s) either on the Exhibition premises or elsewhere. Organizer shall not be liable for any latent defect in construction. Organizer shall not be responsible for damage or loss of property of Exhibitor kept or stored on the Exhibition premises no matter how caused.
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11. Exhibitor agrees to indemnify and hold Organizer, its employees, agents, invitees, licensees and contractors, and the lessor of the Exhibition facility, harmless from any claims arising out of negligence of Exhibitor, its agents, or employees. Exhibitor must remain with all artwork and other items, and/or their freight, until the designated shipper has removed same from the Exhibition premises. In addition to the foregoing, Exhibitor agrees to indemnify and save Organizer harmless from and against any and all claims and demands for, or in connection with, any accident, injury or damage whatsoever caused by any person or property arising directly or indirectly, out of the business conducted in or the use and/or occupancy of the Exhibition premises, booth space or any part thereof, or arising directly or indirectly, from any act or omission of Exhibitor or any concessionaire or sub-exhibitor or their respective licensees, servants, agents, employees, contractors or invitees, and from and against any and all cost, expense and liabilities incurred in connection with any such claims and/or proceedings brought thereon. The general liability coverage maintained by Exhibitor pursuant to this Agreement shall specifically insure the contractual obligation of Exhibitor as set forth in this section and/or as provided in this Agreement.

12. Organizer does not guarantee specific booth placements, booth configuration or booth square footage. Organizer reserves the right to make changes in booth assignments, booth placements, booth square footage and/or booth configuration within the Exhibition at its sole discretion at any time. The design and placement of booths shall be controlled and approved by Organizer exclusively, in its sole discretion. Furthermore, Organizer does not represent, warrant or guarantee the final square footage of any booth space leased hereunder, it being expressly understood by Exhibitor the actual square footage of a booth leased hereunder shall be unknown until a final floor plan is received by Organizer. Should the final floor plan received by Organizer (depicting the actual booth size to be leased to Exhibitor) differ from the approximate booth square footage stated herein, the final floor plan shall control and same shall be deemed to amend and supplement this Agreement so that the square footage of the booth size depicted in the final floor plan shall replace the approximate square footage stated herein, and the rental payments hereunder will be adjusted accordingly.

13. Exhibitors must carry worker's compensation, commercial general liability, personal injury and blanket contractual liability insurance at limits of at least \$1,000,000 per occurrence and \$2,000,000 per aggregate. This coverage must be evidenced by a certificate of insurance with a 30-day notice of cancellation provision to the insured and naming Organizer, SCOPE Art Fair, Inc. as additional insured and to be provided at least 30 days before the proposed Exhibition start date. It is strongly recommended the Exhibitor also carry insurance to cover loss, damage, or injury to any property of the Exhibitor or to any of his officers, agents, employees or contractors, whether attributable to accident, fire, theft or any other cause whatsoever. While Organizer may provide security guards, it is done solely as an accommodation to Exhibitor. The Exhibitor expressly agrees to save and hold harmless Organizer, the lessor of the Exhibition facility, their management, agents, employees, licensees, invitees and contractors from any and all claims, liabilities and losses for injury to persons (including death) or damage to property arising in connection with Exhibitor's use of the booth space and the Exhibition premises, and in connection with security personnel provided by Organizer.

14. Exhibitor shall make no assignment or subletting nor shall Exhibitor enter into license or concession agreements or mortgage or hypothecate this Agreement or Exhibitor's interest in and to the booth space or Exhibition premises or any part thereof or permit any other party to conduct business or manage the booth space or control the operation thereof (hereinafter collectively referred to as "Transfer"), without the prior written consent of Organizer, which consent may be granted or withheld at Organizer's sole discretion. Consent by Organizer to any Transfer shall not constitute a waiver of the necessity for such consent to any subsequent Transfer. Any Transfer by Exhibitor in accordance with this section shall be only for the purpose and use hereinabove specified and for no other purpose, and in no event shall any Transfer release or relieve Exhibitor from any obligations under this Agreement. Any permitted transferee shall assume Exhibitor's obligations hereunder and shall deliver to Organizer an assumption agreement in form satisfactory to Organizer within five (5) days after the effective date of the Transfer. Exhibitor agrees to pay Organizer's attorneys' fees incurred in connection with the review and/or preparation of any documents in connection with any Transfer, and in the event of a Transfer for rentals in excess of those rentals reserved hereunder, Exhibitor shall pay all of such excess rent to Organizer. Any attempt Transfer without Organizer's consent shall not be binding upon Organizer and shall confer no rights upon any third person.

15. The following additional covenants, terms and conditions are incorporated herein and made a part hereof: Typed or handwritten covenants, terms and conditions contained in this Agreement shall supersede and control over conflicting pre-printed covenants, terms and conditions.

16. All sums of any kinds and character not paid by Exhibitor on their due date shall bear interest at 18% per annum unless otherwise provided specifically to the contrary herein. If Organizer advances any funds to cure any default by Exhibitor or performs any obligation on behalf of Exhibitor which requires an expenditure, Exhibitor shall be obligated to reimburse Organizer immediately upon demand thereon, for all such advances and expenditures, together with an administrative/overhead charge equal to 15% of the amount thereof, plus interest thereon at 18% per annum from the date such funds are advanced or such expenditure is made. Should Exhibitor fail to pay when due any installment of rent or any other sum payable to Organizer under the terms of this Agreement, then, at Organizer's option, a charge equal to five (5%) percent of the amount due shall be imposed to compensate Organizer for its administrative costs in dealing with such late payment. Unless otherwise expressly provided herein, any consent or approval of Organizer may be granted or withheld by Organizer in Organizer's reasonable discretion.

17. Whenever notice shall or may be given to either of the parties by the other, each such notice shall be by registered or certified mail with return receipt requested, at the respective addresses of the parties as contained herein or to such other address as either party may from time to time designate in writing to the other, and, if to Exhibitor, such notice shall be copied to Even B. Azriliant, P.C., 36 West 44th Street Suite 1100, New York, New York 10036. Any notice under this Agreement delivered by mail shall be deemed to have been given three (3) days after it is placed in the mail with sufficient postage prepaid. This Agreement contains all of the agreements between the parties hereto, supersedes all prior and/or contemporaneous agreements and understandings and it may not be modified in any manner other than by an agreement in writing signed by all the parties hereto or their successors in interest. The terms, covenants, and conditions contained herein shall inure to the benefit of and be binding upon Organizer and Exhibitor and their respective heirs, personal representatives, successors and assigns, except as may be otherwise expressly provided in the Agreement. Exhibitor acknowledges that neither Organizer nor any broker has made any representations to or agreements with Exhibitor which are not contained in this Agreement. All obligations of Exhibitor which are or may be intended by their nature to be performed and/or complied with after the expiration or earlier termination of this Agreement shall survive such expiration or termination. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be determined by a court of competent jurisdiction to be held illegal, invalid or unenforceable, then same shall be deemed deleted from this Agreement as if never included herein; but the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18. This Agreement is governed solely by the laws of the State of New York. In the event of any and all litigation arising from this Agreement, the parties hereby agree that the sole venue for all legal action shall lie exclusively in the appropriate Courts of the City of New York, New York. The parties agree to waive trial by jury in any and all litigation arising from this Agreement. In the event of any arbitration or litigation between the parties under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, in the arbitration and at both trial and appellate levels. The parties have participated jointly in the negotiation and preparation of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The parties intend that each covenant, term and condition contained herein shall have independent significance. If any party has breached any covenant, term or condition contained herein in any respect, the fact that there exists another covenant, term or condition relating to the same subject matter (regardless of the relative levels of specificity) which the party has not breached shall not detract from or mitigate the fact that the party is in breach of the first covenant, term or condition.

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The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. Organizer may, in its sole and absolute discretion, waive any covenant, term or condition or the breach thereof contained herein, however, no covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of Organizer, and any waiver of the breach of any covenant, term or condition contained herein shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. This Agreement shall bind both Organizer and Exhibitor and their assigns or successors, and the heirs, assigns, administrators, legal representatives, executors or successors as the case may be. This Agreement shall not take effect and there shall be no obligation by either party unless it is countersigned by Organizer. It shall be effective on the date countersigned by Organizer. This Agreement is fully or partially assignable by Organizer in its sole discretion.

19. Upon acceptance by Organizer and countersignature of this document, a copy will be returned to the Exhibitor. This Agreement is not subject to cancellation or modification after execution and countersignature, except by mutual written Agreement between the parties hereto. Exhibitors agree to be bound unconditionally by the Organizer's rules and regulations as may be set forth by Organizer in addition to those set out in Addendum A.

20. This Agreement, its terms and conditions, and the discussions, writings and negotiations of the parties hereto prior to the effective date of the Agreement, and the terms and conditions of any addenda prepared in connection with this Agreement (collectively the "confidential information"). Connection with the Agreement is confidential and shall not make any disclosures thereof, except for legal, accounting or tax purposes, or as required by law. The barred disclosures referred to in this section include any such disclosures by oral communication, written communication, television, audio, press, wire, internet and all other media. The terms and conditions of this Paragraph shall survive the termination or cancellation of this Agreement. Exhibitor agrees and acknowledges that the Confidential Information, as it exists from time to time, is a valuable, special and unique asset of SCOPE Art Fair Inc and the that the terms and conditions of this Paragraph are reasonable and necessary to protect the legitimate business interests of SCOPE Art Fair Inc. Exhibitor hereby acknowledges a violation or threatened violation of the terms and conditions of this Paragraph, whether by Exhibitor or Exhibitor's employees, agents and or representatives would cause irreparable injury or damages to SCOPE Art Fair Inc for which the damages would be inadequate compensation. Accordingly, Exhibitor acknowledges, consents and agrees that in the event of any such violation or threatened violation, SCOPE Art Fair, Inc shall be entitled to commence an action for any preliminary, temporary and permanent injunctive relief and other equitable relief and it shall be entitled to any such relief without the necessity of alleging or providing actual damages, irreparable harm or lack of adequate remedy at law and without posting a bond, and SCOPE Art Fair, Inc shall further be entitled to such other rights and remedies it may have at law or in equity, which rights and remedies shall be cumulative and in addition to any other rights or remedies available to SCOPE Art Fair, Inc.

I/We have read this Agreement on behalf of Exhibitor in its entirety, including the Rules and Regulations set out in Addendum A, and as agents of Exhibitor, agree that Exhibitor shall be bound by the terms and conditions herein.

\_\_\_\_\_  
Gallery Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Accepted by SCOPE Art Fair Inc.

\_\_\_\_\_  
Date

Mail Original Copy to:  
SCOPE Art Fair Inc.  
355 West 36th Street  
3rd Floor  
New York, NY 10018

Phone 212.268.1522  
Fax 212.268.6258

# Exhibitor Application & Agreement

## Addendum A – Rules and Regulations

**General Information:** Location of the Exhibition is SCOPE Art Fair at Miami, Midtown Miami. Exposition Hours and preview is at the discretion of SCOPE Art Fair Inc.

**Accuracy of Information:** In the event an Exhibitor shall submit false information whatsoever, or attempt to exhibit artwork not specified on the Exhibitor's Application, SCOPE Art Fair Inc reserves the right to cancel the Exhibitor's agreement at any time, and retain any monies paid as liquidated damages.

**Other Available Services & Technical Information:** Detailed information such as shipping instructions and onsite storage and order forms for additional walls, furniture, lights, hotels and other services will be included in the Exhibitor Manual which will be provided to Exhibitor after the agreement is countersigned by SCOPE Art Fair Inc.

**General Appearances:** The Exhibition shall have an approved look. All walls, signage, furniture, and lighting must be approved by SCOPE Art Fair Inc.

**Sub-Contractors:** All sub-contractors employed must be approved in writing by the SCOPE Art Fair, Inc Operations department prior to entering the Exhibition premises.

**Security:** A 24-hour security guard service is provided to prevent entry to the exhibition area by anyone not authorized by SCOPE Art Fair, Inc or not wearing the proper identification badges for admission to such areas. The security service supplied does not guarantee Exhibitors against loss, theft or other mischief and by no way imply an assumption of liability for loss, destruction, theft or vandalism of any of the Exhibitor's property or injury to any of Exhibitor's personnel, agents or employees. Security passes authorized and issued by SCOPE Art Fair, Inc must be utilized. The above is for the protection of all Exhibitors and shall not be construed as any guarantee or indemnification whatsoever to the Exhibitors against loss or theft or otherwise, nor does it imply an assumption of liability by SCOPE Art Fair, Inc with respect to any and all Exhibitor's property.

**Catalogue:** An official catalogue is to be published by SCOPE Art Fair Inc for SCOPE New York. No claims can or will be entertained with respect to errors and/or omissions in the catalogue. The Exhibitor is responsible for all content and entries and for any damages claimed through the publication thereof. Each Exhibitor is restricted to one page in the catalogue.

**Restrictions:** Signage – All signage for SCOPE Art Fair must be standard, as set forth in the Exhibitor Manual. No Exhibitor will be allowed to post, mount and display any additional signage other than the signage approved by the SCOPE Art Fair, Inc without prior written approval from SCOPE Art Fair, Inc.

**General Remarks:** Special Exhibition badges must be worn by Exhibitor's staff. All verbal agreements, special arrangements and individual permits must be confirmed in writing. Violation of the above Rules and Regulations may lead to Exhibitor expulsion without refund of monies paid under the Agreement.

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Initial Here

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Gallery Name

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Date