

## Application form

### Please send to:

POSITIONS BERLIN GmbH  
Potsdamer Strasse 81a  
10785 Berlin  
Fon: +49 30 74073788  
Email: info@positions.de

### Exhibitor information and billing address

Gallery

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Owner

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Street address

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Postal code, City

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Country

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Phone

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Email

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Contact person

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Mobile

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Internet

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VAT Registration Nr.

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### Proposed Artists

Max. four artists. The application must contain a short statement about the proposed artistic position, the CV and 3 images (digital) of works of each artist!

Artist 1

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Artist 2

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Artist 3

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Artist 4

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Herewith we agree to the enclosed participation and exhibition conditions in its entirety.

City, Date

## Deadline: 31 May 2017

### Location:

ARENA Berlin  
Eichenstrasse 4  
12435 Berlin

### Gallery Information

Statement

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Fair Participations

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### Booth Options

- |                          |   |                     |
|--------------------------|---|---------------------|
| <input type="checkbox"/> | 20 sqm (4 x 5 x 4 m)                        | 5.700 € excl. VAT*  |
| <input type="checkbox"/> | 24 sqm (4 x 6 x 4 m)                        | 6.800 € excl. VAT*  |
| <input type="checkbox"/> | 30 sqm (4 x 7,5 x 4 m)                      | 8.200 € excl. VAT*  |
| <input type="checkbox"/> | 40 sqm (4 x 10 x 4 m)                       | 10.900 € excl. VAT* |
| <input type="checkbox"/> | 50 sqm (4 x 12,5 x 4 m)                     | 13.500 € excl. VAT* |
| <input type="checkbox"/> | 60 sqm (4 x 15 x 4 m)                       | 15.900 € excl. VAT* |
| <input type="checkbox"/> | Corner Stand S<br>(4 x 2 m; max. 1 artist)  | 2.900 € excl. VAT*  |
| <input type="checkbox"/> | Corner Stand L<br>(4 x 4 m; max. 2 artists) | 4.000 € excl. VAT*  |

All booth options incl. catalogue entry, lighting and all standard services, s. § 8 of GTC.  
Further booth options on request.

\* Companies with registered seat in Germany have to pay 19% value added tax; companies with registered seat in the EU that have a value added tax identification, don't have to pay this tax. Companies with its registered seat in a Non-EU-Country don't have to pay value added tax if they have a certificate from their taxation authority, that they operate as a company.

Signature, Company stamp

## GENERAL TERMS AND CONDITIONS

POSITIONS BERLIN Art Fair is an independently organized exhibition platform for contemporary and modern art. The objective of POSITIONS BERLIN Art Fair is to exhibit, sell and broker both young and established art works.

For participation in POSITIONS BERLIN Art Fair you have to apply by using the attached application form. This must be sent to the POSITIONS BERLIN office - completely, honestly filled in and signed - by post or scanned in by e-mail. When sending the application, you are declaring your intention to participate in POSITIONS BERLIN Art Fair. The dispatch or handing out or the sending of a corresponding online-link of the application forms by the organizer does not constitute an explicit invitation of the gallery to POSITIONS BERLIN, nor does it imply a right to admission.

After participation in the event has been confirmed, the contract will be sent to the exhibitor by mail immediately. The contract is concluded between the applicant and the organiser of the art fair Positions Berlin GmbH, in the following named as Positions Berlin, and becomes valid after it has been signed with a legally valid signature and the contract is sent back to the exhibitor.

### Application deadline: May 31, 2017

Applications that are received after this date cannot be considered. The application is only valid upon receipt of the application fee of 150 € (possibly plus VAT\*). You will receive a final acceptance or rejection of your art fair participation latest in June 2017.

On signing the application, the applicants accept the general terms and conditions and the additional conditions of participation and exhibition in the following.

### Conditions of Participation and Exhibition:

#### 1. Organizer

POSITIONS BERLIN is organized by the Positions Berlin GmbH. Positions Berlin reserves the right to change the general terms and conditions and the additional conditions of participation and exhibition at any time.

Positions Berlin GmbH  
Potsdamer Strasse 81a  
D-10785 Berlin

#### 2. Application

Application can only be made with the attached application form. This must be sent to the POSITIONS BERLIN office by mail or scanned in by May 31, 2017. The application must contain digital graphic material and artist's CV. Please do not attach any catalogues to the application form, instead confine yourself to transmitting digital graphic material. Catalogues sent to us cannot be returned.

#### 3. Dates

Wednesday, September 13, 2017, 10 am-12 pm: set up  
Thursday, September 14, 2017, 8-11 am: set up  
Thursday, September 14, 2017, 11.30 am: inspection by the fair management  
Thursday, September 14, 2017, 12 noon: press conference  
Thursday, September 14, 2017, 2-6 pm: professional preview  
Thursday, September 14, 2017, 6-10 pm: opening reception

Friday, September 15, 2017  
Saturday, September 16, 2017  
Sunday, September 17, 2017, 6.30 pm-12pm: dismantling  
Monday, September 18, 2017, 8 am-12 noon: dismantling

#### 4. Opening Hours

Thursday, September 14, 2017, 6-10 pm opening  
Friday, September 15, 2017, 12 noon-1 pm VIP Hour, 1-8 pm  
Saturday, September 16, 2017, 12 noon-1 pm VIP Hour, 1-8 pm  
Sunday, September 17, 2017, 11 am-6 pm

#### 5. Location

Arena Berlin  
Eichenstrasse 4  
12435 Berlin

#### 6. Application Fee

For processing the applications, a one-off application fee of € 150 possibly plus VAT\* will be charged, which is non-refundable even in the event that the application is rejected or the event cancelled. As soon as the application has been received, you will be sent an invoice for the application fee to be paid, which must be effected by bank transfer. The application is checked by POSITIONS BERLIN when the necessary application documents and the application fee have been received.

#### 7. Catalogues

A detailed catalogue will be produced for POSITIONS BERLIN. Each gallery receives one double-page catalogue entry including one colour picture. The catalogue entry is obligatory.

#### 8. Cost of Exhibition Stand and Conditions of Payment

Booths with variable sizes are available. The minimum size of a booth is 20 m<sup>2</sup> with three stand partition walls (4m x 5m x 4m or 13 linear metres hanging wall, 305 cm height, length of all side walls 400 cm.

##### **20 m<sup>2</sup>: 4 x 5 x 4 m; 13 linear metres of wall space**

wall height 305 cm, incl. booth lighting (5 x 150 Watt HQI wallwasher), 3 walls, stand lettering and one electric socket. Additional booth walls, lighting and sockets required will be charged to the exhibitor  
5.700 € excluding VAT\*

##### **24 m<sup>2</sup>: 4 x 6 x 4 m; 14 linear metres of wall space**

wall height 305 cm, incl. booth lighting (6 x 150 Watt HQI wallwasher), 3 walls, stand lettering and one electric socket. Additional booth walls, lighting and sockets required will be charged to the exhibitor  
6.800 € excluding VAT\*

##### **30 m<sup>2</sup>: 4 x 7,5 x 4 m; 15,5 linear metres of wall space**

wall height 305 cm, incl. booth lighting (7 x 150 Watt HQI wallwasher), 3 walls, stand lettering and one electric socket. Additional booth walls, lighting and sockets required will be charged to the exhibitor  
8.200 € excluding VAT\*

##### **40 m<sup>2</sup>: 4 x 10 x 4 m; 18 linear metres of wall space**

wall height 305 cm, incl. booth lighting (10 x 150 Watt HQI wallwasher), 3 walls, stand lettering and one electric socket. Additional booth walls, lighting and sockets required will be charged to the

exhibitor (please note that walls longer than 8 m need supporting walls of minimum 1 m)  
10.900 € excluding VAT\*

**50 m<sup>2</sup>: 4 x 12,5 x 4 m; 20,5 linear metres of wall space**

wall height 305 cm, incl. booth lighting (12 x 150 Watt HQI wallwasher), 3 walls, stand lettering and one electric socket. Additional booth walls, lighting and sockets required will be charged to the exhibitor (please note that walls longer than 8 m need supporting walls of minimum 1 m)  
13.500 € excluding VAT\*

**60 m<sup>2</sup>: 4 x 15 x 4 m; 23 linear metres of wall space**

wall height 305 cm, incl. booth lighting (15 x 150 Watt HQI wallwasher), 3 walls, stand lettering and one electric socket. Additional booth walls, lighting and sockets required will be charged to the exhibitor (please note that walls longer than 8 m need supporting walls of minimum 1 m)  
15.900 € excluding VAT\*

**Corner stand S: 4 x 2 m; 6 linear metres of wall space**

wall height 305 cm, incl. booth lighting (3 x 150 Watt HQI wallwasher), 2 walls, stand lettering and one electric socket (additional lighting and sockets required will be charged to the exhibitor)  
2.900 € excluding VAT\*

**Corner stand L: 4 x 4 m; 8 linear metres of wall space**

wall height 305 cm, incl. booth lighting (4 x 150 Watt HQI wallwasher), 2 walls, stand lettering and one electric socket (additional lighting and sockets required will be charged to the exhibitor)  
4.000 € excluding VAT\*

Special booth sizes and designs on request.

*Methods of payment:*

*The amount must be transferred within 15 days of receipt of invoice.*

*Together with the concluded contract, you will receive a detailed invoice.*

*\* Companies with head office in Germany pay 19% VAT; companies with head office in the EU which can present a valid VAT registration number (VAT number) do not pay VAT. Companies from non-EU countries do not pay VAT if they can present a certificate from the relevant tax office stating that they are commercially active.*

Please note: POSITIONS BERLIN only accepts transfers onto the business account. All bank fees and transfer charges are borne by the event organiser.

**9. POSITIONS BERLIN Services**

- Organising the art fair POSITIONS BERLIN including extra events
- Hiring the booth space
- Empty crate storage (free of charge)
- Storage for artworks (extra charge)
- Additional booth walls, lighting and sockets required will be charged to the exhibitor
- Catalogue entry and inclusion on the website
- Production of advertising material and printed matters
- Press relations
- 20 VIP passes, 5 individualised VIP-passes, 4 individualised exhibitor IDs, for every exhibited artist one Guest Card,
- 3 catalogues (the catalogues will be delivered to the exhibitor booth during the art fair.)

- Further technology and rental furniture on request

## 10. Admission to POSITIONS BERLIN

Sending the application form does not constitute an entitlement to being admitted to POSITIONS BERLIN. The decision on admission is made by fair management. The decision will be announced by June, 2017. The number of participants is limited. The following organisations or persons are excluded from renting a booth in the fair:

- Artists
- Art consultants/-advisor

## 11. Allocation

The allocation of booths will occur via fair management. In individual cases and with good cause, the organizer is entitled to assign an exhibitor a stand area that is different from the one already allocated, to change the dimensions of the stand area, to relocate or close entrances and exits and to make structural changes to the trade fair halls without the exhibitor deriving any rights from such changes. If the size of the stand area is reduced, the difference in the participation fee is refunded to the exhibitor.

## 12. Design of Exhibition Booth

A maximum of 4 artists, which were already nominated when applying to POSITIONS BERLIN, can be shown on each booth. In larger booths it may be possible to present more artists. It is possible to redesign the exhibition booths outside of the opening times of the art fair (one hour before and one hour after the opening hours). Special wallcolour is only permitted in consultation with the fair management. Additional stand lettering is not allowed. It is not allowed to set up fridges, coffee machines etc. at the booth. The fair management will ensure that POSITIONS BERLIN Art Fair has a well-organized and clearly structured layout. The POSITIONS BERLIN can veto individual stand designs.

## 13. Sublease

Subleasing exhibition booths is not permitted. Only artists and/or artwork may be shown that was already specified in the application documents. Possible changes must be coordinated with fair management.

## 14. Set up and Dismantling

The exhibition booth can only be set up after check-in and by providing a 100 € deposit and a signing declaration of monument protection.

The exhibition space must be returned in the same condition it was in when occupying it.

The deposit will only be returned when the exhibition booth has been approved by the art fair team.

## 15. Cleaning

POSITIONS BERLIN will take care of cleaning of the corridors and the final cleaning of the stand floor area before the opening of the fair. Cleaning individual exhibition booths during the art fair is the responsibility of each individual exhibitor.

## 16. Acoustics

The volume of performances during the event must be agreed with fair management and the booths directly adjacent.

## 17. Withdrawal from Contract

Until the conclusion of the contract, the application can be withdrawn at any time. After acceptance, withdrawal is no longer possible. Amounts already invoiced must be paid. In addition, the exhibitor admitted must bear any extra costs incurred by the organiser based on the said exhibitor's absence.

POSITIONS BERLIN is entitled to withdraw if:

- a) the conditions and deadlines of payment agreed under clause 8 are not adhered to;
- b) the exhibition booth is not visibly occupied on time, at the latest by September 14, 2017 (8 am);
- c) the exhibitor violates the house rules of the event location and does not cease this behaviour even after having been spoken to;
- d) the organiser has an important cause. For example, if an admissible application to initiate insolvency proceedings was made on the exhibitor's assets or those made available to the gallery, or such an application is rejected due to the lack of assets, or insolvency proceedings have been initiated. The organiser must be informed of the above immediately.

## 18. Insurance and Exclusion of Liability

POSITIONS BERLIN guarantees access control to the art fair and the warehouse for the entire duration of the art fair and during set up and dismantling without assuming liability for loss or damage. Everyone who is present in the exhibition halls must be in possession of a valid entrance or exhibitor pass and be able to show this. The exhibitor is responsible for the supervision and protection of the booth.

Therefore, it is urgently recommended to take out commercial third party liability insurance cover. There is no automatic insurance cover when participating in an art fair. The same applies to using the warehouse. POSITIONS BERLIN assumes no liability for loss of or damage to the exhibits and other items stored in the warehouse.

POSITIONS BERLIN will make electricity available; in the event of power outages or failure of the supply, the exhibitor is liable for personal and material damage caused by the respective exhibited articles, its employees or agents.

POSITIONS BERLIN is not liable for damages suffered by persons or items in or at the art fair location. In no event is it liable for damage caused by natural hazards, accidents, vehicles and theft as well as all other damages. In particular, POSITIONS BERLIN assumes no liability for loss or damage to items brought in or left behind by third parties. The exhibitor undertakes to comply with and adhere to all legal, official, job-specific or other valid provisions on the prevention of accidents and any other safety provisions while setting up and dismantling his exhibition booth and for the duration of the art fair.

### 18.1. Liability in the event of gross negligence

According to the provisions in paragraphs 18.2 and 18.3, POSITIONS BERLIN is only liable for damage caused intentionally or gross negligently by POSITIONS BERLIN, its legal representatives or managing employees, irrespective of the legal reasons.

### 18.2. Liability for damage caused by vicarious agents

For damages caused by intentional or gross negligent conduct on the part of other vicarious agents, liability is limited to damages that should typically be expected to arise in the context of concluding a contract such as the present one.

### 18.3. Material contractual obligation

With regard to damages that were caused neither intentionally nor gross negligently by POSITIONS BERLIN, its legal representatives or managing employees, POSITIONS BERLIN is only liable if an obligation was violated which is of particular importance for fulfilling the contract in the first place, and which the contracting party generally depends on or can depend on being adhered to (material contractual obligation).

#### 18.4. Indemnity liability

Positions Berlin's liability for defects to the hired property regardless of culpability (indemnity liability) is excluded.

#### 18.5. Liability for Lack of Promised Features (pursuant to product liability law)

Possible liability for a lack of promised features (pursuant to the product liability law) remains unaffected.

#### 19. Force Majeure

In all events of force majeure, POSITIONS BERLIN is entitled to move the art fair to another date or place, to shorten or extend it, or completely cancel it. This does not give rise to any rights on behalf of the exhibitor, in particular, claims for compensation against the organiser.

#### 20. Exclusion of Exhibitors

Exhibitors that contravene the rules of the art fair can be excluded by fair management with immediate effect. They are liable for the full amount of the participation fee and any additional costs incurred.

#### 21. Domestic authority

The organizer exercises domestic rights throughout the exhibition centre. The organizer is entitled to have exhibits removed from a stand if their display violates applicable laws or is morally offensive or not in keeping with the event programme. Advertising of an ideological or political nature is prohibited. In the event of serious offences against these Conditions of Participation or the Admission Procedure Guidelines, the organizer has the right to have the stand closed or the exhibits removed.

#### 22. Statute of Limitation, Exclusion Deadline

Possible claims against POSITIONS BERLIN must be communicated to POSITIONS BERLIN in writing no later than 14 workdays after the end of the art fair, otherwise the claims become statute bound. Claims that could arise from the participation contract and from any other legal circumstances associated with it become statute bound within six months. The limitation period starts from the moment of possible notice.

#### 23. Place of Performance and Legal Venue

Place of performance and legal venue for all reciprocal obligations is Berlin. Only the German version of the provisions and German law apply to the contract.

Positions Berlin GmbH, version 01/2017