

# TERMS AND CONDITIONS

## DEFINITIONS and BACKGROUND

- (A) ARTROOMSFAIR Ltd is the Organiser (“**Organiser**”) of ARTROOMS ROMA- INTERNATIONAL CONTEMPORARY ART FAIR
- (B) ARTROOMS ROMA - INTERNATIONAL CONTEMPORARY ART FAIR (“**Event**”) will take place at THE CHURCH PALACE HOTEL (Via Aurelia, 481, 00165 Roma RM, Italy) on Friday 2nd March 2018, Saturday 3<sup>rd</sup> March 2018 and Sunday 4<sup>th</sup> March 2018.
- (C) “**Exhibitor**” means the applicant who is selected by the Selection Committee.

## NOW IT IS HEREBY AGREED AS FOLLOWS

By applying online to ARTROOMS ROMA 2018, if selected, the applicant accepts to be an Exhibitor during the Event, and the Exhibitor is officially accepted into the Event by the Organiser. The Exhibitor is committed to a legally binding agreement with the Organiser and agrees to the terms laid out in this contract in regards to the Event.

### 1.0 APPLICATION PROCESS and REQUIREMENTS

1.1 There are three different sections: Rooms, Video Art and Sculpture Park. Each application will be exclusively considered among the section it was submitted into. Applications must be submitted online. Artists applying for the video section are required to send a hard copy of the proposed video. All materials will not be sent back and will remain at the Organisers disposal.

1.2 To apply to Artrooms ROMA, artists MUST be free from any exclusivity agreement with Italian based galleries.

1.3 Artists selected for the Rooms Section MUST be present from the set up, on Thursday the 1<sup>st</sup> March 2018, during all 3 days of the fair and until the take down, on Monday the 5<sup>th</sup> March 2018.

1.4 Artists selected for the Video Art Section and for the Sculpture Park are not required to attend the fair. For the Sculpture Park Section, artists are responsible for the set up and take down of their work.

1.5 Artists from all backgrounds and media can apply to Artrooms ROMA.

1.6 Applications will be reviewed by the Artrooms Selection Committee.

### 2.0 ACCOMMODATION

1.2 The Exhibitor selected to exhibit their work in the hotel rooms is allowed to sleep in the room. Neither the Organiser nor The Church Palace Hotel is responsible for providing anything besides the room itself if the Exhibitor wishes to use it for their accommodation from the 1<sup>st</sup> March 2018 to the 5<sup>th</sup> March 2018.

1.3 The Exhibitors selected to exhibit their work in the Video Art Section will not be provided with accommodation.

1.4 The Exhibitors selected to exhibit their work in the Sculpture Park will be provided with accommodation from the 1<sup>st</sup> to the 3<sup>rd</sup> of March and on the day of the take down. The Sculpture Park will be on for a 3 month period.

### 1.0 EXHIBITION SPACE

1.1 The Exhibitor agrees not to assign or sublet any space allocated to him/her (or any part of it) to another party, not to display or advertise goods or services other than those manufactured or carried by him/her in the normal course of business.

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1.2 All exhibitors in the Rooms Section will be allocated to a designated space (hotel room) and all works displayed must be shown within such space. Spaces are non-transferable.

1.3 HANGING INFORMATION: A maintenance team together with the Organiser will support the Exhibitor in the set up of the exhibition.

1.3.1 The hotel rooms are approximately 18/24 sqm with spaces already prepared for hanging and several desks to display artwork. The average size for paintings and photography is approximately 100 x 150 cm, larger work can be displayed in the room but not hung on walls. The Exhibitor is allowed to use as a display: desks, coffee tables, beds, bedside tables, sofas and all the room furniture. Please, be careful and protect the surfaces. If the Exhibitor needs additional displays for sculptures, he/her can bring his own plinths.

Heavy or extra size works need to be approved by the Organisers.

1.3.2 Each room has a TV than can be connected to a laptop or USB key. Additional equipment (i.e. projectors, speakers, headphones etc.) can be brought by the Exhibitor at his/her own expenses.

1.3.3 Drilling and nailing into the room is strictly forbidden.

## 2.0 SET-UP AND TAKE-DOWN

2.1 The Exhibitor agrees to hang their own works, and is responsible for hanging and taking them down securely. Any damages or accidents that happen are the responsibility of the Exhibitor. The Organiser or third parties cannot be held liable.

2.2 Exhibitors (ROOMS SECTION) set up will take place from 12:00pm of Thursday 1<sup>st</sup> March 2018 until 3:00pm of Friday 2<sup>nd</sup> March 2018. The Exhibitors have to be at the venue at the strict time, to be able to open for ARTROOMS ROMA 2018. For the Sculpture Park, set up is allowed from the 1<sup>st</sup> of March 2018.

2.3 Take down will take place from the 4<sup>th</sup> March 2018 from 7:00 pm. Artists exhibiting in the rooms must leave the rooms on the 5<sup>th</sup> March 2018 at 11:00 am. The take down for the Sculpture Park will take place at the end of the Exhibition period (3 months starting from the 2<sup>nd</sup> of March 2018).

2.4 After take down, the Exhibitor must leave the room clean (with no litter) and must take all unsold items back including packaging. The Exhibitor must leave the rooms in the same conditions as he has found it at arrival.

## 3.0 STORAGE

3.1 The Organiser has the use of a storage space at the venue available to Exhibitors, where they may keep personal belongings and art packaging at their own risk.

## 4.0 LIABILITY and INSURANCE

4.1 The Organiser and third parties cannot be held liable for any accidents, damages or theft that might happen to the premises of The Church Palace Hotel, where the Event will be held.

4.2 The person that is responsible to any damage, accidental or on purpose, to the venue of The Church Palace Hotel or to the exhibition walls or to material provided by the Organiser will be held liable, and will be charged for the damages.

4.3 Care should be taken to avoid any damage to any part of the building. Should any such damage or disfigurement occur, the Exhibitor shall be liable for any reparation charges incurred.

The Exhibitor agrees to hang their own work, and is responsible for hanging and taking down securely.

4.4 In order to take part to the Event at The Church Palace Hotel, the Exhibitor will be required to fill a the Check-in form and Credit Card form complete with a photocopy of of credit/debit card and return it to the Organiser. No money will be deducted from the Exhibitor Credit Card. The Credit Card details will be used ONLY in case the Exhibitor causes any damages to The Church Palace Hotel in accordance with clauses 4.2 and 4.3 or if the Exhibitor benefits from Extras, like food and drinks from the fridge in the rooms or uses the room telephones.

4.5 If the Exhibitor does not want to post details of his/her credit/debit card, he/she can hand the fill credit card form and photocopy of credit/debit card to the Organizer when he/she arrives for the set up.

4.6 It is compulsory for the Exhibitor to fill in the Credit Card form and to give photocopy of his/her credit/debit card either by post or in person. If the Exhibitor does not provide these documents, the room key won't be provided and the Exhibitor won't be able to take part to the Event. As set out in clause 4.4

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money will be deducted using the credit/debit card details provided ONLY in the event of damages or benefit of Extras.

4.7 The Organisers cannot be held responsible for any loss, theft or damage to Exhibitors' works or personal possessions. Any claims for personal injury or damage to property by third parties or employees cannot be made to the Organiser or third party.

4.8 The Exhibitor is responsible for being covered by all risk insurance. The Exhibitor is responsible for own insurance (theft and damage) of their artworks, public liability and third party.

4.9 The Exhibitor is responsible for all costs of insurances: travel insurance, insurance of their artworks to and from the showcase venue, and throughout the Event.

## 5.0 SECURITY

5.1 The Exhibitor will be exhibiting in a secure environment; however, both The Church Palace Hotel and the Organiser are unable to accept responsibility for lost or damaged works, and/or personal injury.

5.2 The Organiser has arranged security staff at the Event, but are not liable or responsible in case any theft or any damage may occur.

5.3 Security staff will be on duty throughout the period of tenancy of the Event but shall be under no liability for loss, damage or theft.

## 6.0 COSTS and EXPENSES

6.1 The exhibition space is offered free of charge to the Exhibitor for the duration of the Event.

6.2 The Exhibitor is responsible for any costs for shipping the artworks to the venue and to ship back the unsold works. The Exhibitor is also responsible to insure the artworks when in transit to the venue and back. Neither the Organiser nor The Church Palace Hotel can be held responsible for damaged or lost goods in transit.

6.3 The Exhibitor is responsible for his/her own travel costs to the venue and back. Only Exhibitors selected to exhibit in the hotel rooms are allowed by the Organisers to stay overnight in the hotel rooms as per clause 2.0 of this Agreement. The Exhibitor of the Sculpture Park section will be provided with accommodation (2 nights for the set up and 1 night for the take down). The Exhibitor of the Video Art section will not be provided with accommodation.

6.4 VERY IMPORTANT Note for Exhibitors shipping artworks from outside Europe:

When artworks are shipped from outside Europe to Italy, the Exhibitor is also responsible for any costs related to custom duties, taxes and VAT. When shipping from outside Europe, the Exhibitor MUST indicate on the shipment papers that the shipper (Exhibitor) chooses to pay all the charges (shipping costs and custom duties, taxes and VAT). The Exhibitor MUST inform the courier/post office that he will pay all the charges (shipping costs and custom duties, taxes and VAT) and papers must be filled accordingly. Neither the Organiser nor The Church Palace Hotel can be held responsible for any payments, delay or stop of the artworks at the customs.

6.5 The Exhibitor is responsible for any other additional expenses incurred such as framing, hanging material, art supplies, parking, postage costs, and other unforeseen costs for the Exhibitor, throughout the Event, before the Event, whilst in transit, whilst in storage, throughout the duration of the Event, including set-up and take down.

## 7.0 ARTWORKS

7.1 All works must be original.

7.2 All works displayed must be for sale.

7.3 Prints on sale must be editions of no more than 250.

7.4 By submitting artworks the Exhibitor agrees the works are the original works of the exhibiting artist and do not infringe the copyright or other intellectual property rights of any third parties.

7.5 The Exhibitor must conform to the regulations and conditions concerning explosives and dangerous materials, combustible or otherwise, as laid down by local authorities and other statutory bodies. Any materials or exhibits not approved by these authorities or the Organisers must be removed from the premises.

7.6 All works must be presented with a Certificate of Authenticity.

7.7 A full list of all exhibited works must be consigned to the Organiser before the 19<sup>th</sup> of February 2018.

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## 8.0 SALES

8.1 Organiser will act as Agent during the Event and will buy the Artwork from the Exhibitor and simultaneously resell it to the buyer willing to make the purchase.

8.2 During the Event all sales of artworks will be processed EXCLUSIVELY by the Organiser. The Exhibitors cannot accept any direct payments from buyers, including cash payments.

8.3 The Organiser is entitled to keep a commission on the sale of artworks calculated as 30% of the selling price of the sold artworks.

8.4 The Exhibitor is entitled to receive a payment on the sale of artworks during the Event calculated as 70% of the selling price of the sold artworks.

8.4.1 If the payment to the Exhibitor will be made into a non-UK bank account, international transaction fee will be deducted from the due amount to cover the such bank fee.

8.4.2 Terms of payment: The Organiser will remit the payment due to the Exhibitor (as per clauses 8.4 and 8.4.1) within 30 days after the closure of the Event. In order to have the payment processed, the Exhibitor will provide the Organiser with an invoice with his bank account details.

8.5 Exhibitor is responsible for paying taxes and VAT on his commission (as per clause 8.4) as requested by his country. Organiser is only responsible for paying taxes and VAT on its commission (as per clause 8.3).

8.6 The Organiser is VAT registered.

## 9.0 PRESENCE OF EXHIBITOR

9.1 The Exhibitors selected to exhibit their works in hotel rooms MUST be present for all the duration of the Event and keep the exhibition room open and supervised during all the opening time of the Event: from Friday 2<sup>nd</sup> of March 2018 to Sunday 4<sup>th</sup> of March 2018.

9.2 The Exhibitors selected to exhibit their works in hotel rooms cannot keep the room closed and not be present during the opening times of the Event.

9.3 The Exhibitors selected to exhibit their works in hotel rooms cannot have someone else covering for them for the whole duration of the fair. The Exhibitors selected to exhibit their works in hotel rooms can only someone else covering for them for short periods of time (eg. lunch breaks, toilet breaks, etc)

9.3 The Exhibitors selected to exhibit their works at the Video Art Section or at the Sculpture Park are not required to be present at the fair.

## 10.0 GENERAL CONDITIONS

10.1 All shipments of artworks to the venue have to strictly be made in accordance with clauses 6.2 and 6.4 and Attachment 1 of this Agreement. The Organiser cannot be held responsible for any payments, delay or stop of the artworks when shipped, in transit and at the customs.

10.2 Smoking is not permitted at the venue.

10.3 The Exhibitor should address any queries about the Event or venue directly to the Organiser. The Church Palace Hotel is not the organiser of ARTROOMS ROMA 2018 and all communication, issues or concerns should be corresponded to the Organiser on the day of occurrence. Any issues reported afterwards cannot be taken in consideration.

10.4 The Organiser sets the Terms and Conditions, also the place, the duration, the dates, the opening hours, and the ticket price of the Event and if necessary reserves the right to modify them.

10.5 The Organiser has the right to modify any details and information of the Event, including details on the website. The Organiser cannot be held liable when any modifications and or changes of Event details and of website information (even through the cause of third party) have occurred.

10.6 The building has been partially adapted for wheelchair access. Please notify the Organiser in advance of any special needs and it will endeavour to help.

10.7 The Organiser shall be entitled to use and reproduce the Exhibitor's name, trademark and logo in connection with the promotion and production of the Event.

10.8 The Organisers will be responsible at all times for the control of the Event area. The Exhibitor is responsible for the supervision of its space.

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10.9 The Organiser accepts no liability for any inaccuracies or omissions on the Event and on the Organiser websites and any decisions based on information contained in this website are the sole responsibility of the visitor.

10.10 The Organiser and third parties cannot be held liable if Exhibitor, helper or visitor suffers from distress due to climate and or temperature throughout the Event. Either inside the building and/or outside.

10.11 The Organiser and third parties cannot be held liable for any sudden and/or unexpected disruption at moment of the Event causing lack of visitors, sales, attendance of any kind.

10.12 The Organiser and third parties cannot be held liable for any health/safety issues occurring on the premises of the Event under any circumstances.

10.13 Any unacceptable behaviour, and/or causing havoc or disturbance of any kind to the Organiser, third party, other exhibitors or visitors will be removed from the premises, and will await a penalty fine. The Organiser has the right to call the police and/or security to remove Exhibitors.

## **11.0 HEALTH & SAFETY**

11.1 Exhibitors must not bring anything that will spill out beyond the boundaries of their space, cause a health and safety hazard or be deemed inappropriate at a professional fair.

11.2 All walk spaces and pathways need to be clear. Cordial collaboration between your neighbours is recommended, please show consideration for the other exhibitors. You will be asked to remove anything that contradicts the above.

11.3 The Organiser and The Church Palace Hotel will ask you to remove anything from the Event that causes obstruction, and or health and safety issues.

## **12.0 POSTPONEMENT OR ABANDONMENT**

12.1 The Exhibitor shall have no claim against the Organiser in respect of any loss or damage consequential upon the prevention, postponement or abandonment of the Event, or of the Event building The Church Palace Hotel becoming wholly or partially unavailable for the holding of the Event by reason of happenings of any of the events being beyond the Organisers' control.

## **13.0 INDEMNITY**

13.1 The Exhibitor agrees to indemnify the Organiser against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising in any way.

## **14.0 THIRD PARTY RIGHTS**

14.1 The Contracts (Rights of Third Parties) Act 1999 is expressly excluded from this agreement and nothing contained in this agreement, expressed or implied, is intended to confer on any person other than the parties to it any rights, remedies, obligations or liabilities under or by reason of this Agreement.

## **15.0 SEVERABILITY**

15.1 If at any time one or more provisions contained in the Agreement is or becomes invalid, illegal or unenforceable in any respect this shall not affect the validity, legality or enforceability of the remaining provisions which shall remain in force and effect.

## **16.0 NO WAIVER**

16.1 No waiver or any term or condition of this Agreement shall be effective unless made in writing and signed by the party against which enforcement of the waiver is sought. The waiver of any breach of any term of the agreement shall not be construed as a waiver of any subsequent breach of a term of the same or a different nature.

## **17.0 DISPUTE RESOLUTION**

17.1 In the event of a dispute arising out of or in connection with these terms or any contract between the Exhibitor and the Organiser, then the Exhibitor agrees to attempt to settle the dispute by engaging in good faith with the Organiser in a process of mediation before commencing arbitration or litigation.

## **18.0 FORCE MAJEURE**

18.1 The Organiser is not liable for any breach of our obligations resulting from causes beyond its reasonable control, and cannot be held liable for unexpected or uncontrollable events, including power cuts, strikes of our own employees, or weather affecting circumstances.

## **19.0 GOVERNING LAW AND JURISDICTION**

19.1 This Agreement shall be governed by the laws of England and Wales and any disputes regarding them shall be determined by the English courts.

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## ATTACHMENT 1

### SHIPMENT INFORMATION:

The Exhibitors can ship artworks to The Church Palace Hotel provided they strictly follow the notes as below:

- **DELIVERY ADDRESS:**

EXHIBITOR NAME (This means that you have to address the parcel to your name)

at THE CHURCH PALACE HOTEL

VIA AURELIA, 481

00165 ROMA, RM

ITALY

Ref. ARTROOMS Tel. +39 06 660011

- Number the boxes as follows:

“1 of 1” (if you send just 1 box)

“1 of 2” and “2 of 2” (if you send 2 boxes)

“1 of 3”, “2 of 3” and “3 of 3” (if you send 3 boxes)

and so on if you send more boxes.

- Make sure that your name is written somewhere on the boxes. If your courier is indicated as the shipper, please write SENDER: YOUR NAME somewhere on the box.

Consider that more than hundred boxes will be delivered and we need to clearly identify whose they are without having to open them.

- Artworks can be delivered to The Church Palace Hotel from 1:00pm on Monday, the 19<sup>th</sup> February 2018 and must be delivered in time for the set-up from the 1<sup>st</sup> of March 2018 (TBC).

- **VERY IMPORTANT for Exhibitors shipping artworks from outside Europe:**

When artworks are shipped from outside Europe to Italy, the Exhibitor is also responsible for any costs related to custom duties, taxes and VAT. When shipping from outside Europe, the Exhibitor MUST indicate on the shipment papers that the shipper (Exhibitor) chooses to pay all the charges (shipping costs and custom duties, taxes and VAT). The Exhibitor MUST inform the courier/post office that he will pay all the charges (shipping costs and custom duties, taxes and VAT) and papers

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must be filled accordingly. Neither Artroomsfair nor The Church Palace Hotel can be held responsible for any payments, delay or stop of the artworks at the customs.