

TEFAF

TEFAF MAASTRICHT 2020 **APPLICATION**

TEFAF looks forward to receiving your application for the TEFAF Maastricht Fair of 2020. The Fair will take place between 7 and 15 March 2020 (regular fair days). Furthermore, the Early Access day will take place on 5 March 2020 and the Preview Day on 6 March 2020.

To apply for the TEFAF Fair of 2020, please fill out the following Application and submit it to TEFAF before the application deadline of **15 June 2019**. Please note that late, incomplete and/or insufficiently documented Applications may not be taken into consideration by TEFAF.

Please be aware that a submitted Application gives no right of participation in the Fair. If TEFAF selects an Applicant for the Fair, TEFAF will send the Applicant a Participation Contract signed by TEFAF. A Participation Contract for the Fair (1 year) is concluded after the Applicant signed and submitted the Participation Contract to TEFAF.

I. Applicable regulations

By submitting this Application to TEFAF, the Applicant accepts the terms and conditions and definitions of the following documents:

- this Application;
- the TEFAF General Terms & Conditions of Application and Participation;
- the Selection Protocol;
- the Vetting Guidelines.

Abovementioned documents are accepted as binding for him as well as for his company/employees and representatives. The TEFAF General Terms & Conditions of Application and Participation contain a limitation of liability, which also applies to third parties involved.

II. Terms & Conditions of Application

Only a gallery or other legal entity that is in the art business at the highest level is eligible to submit an Application to TEFAF. As to the Application, the terms and conditions and definitions as set out under Article I of this Application are applicable.

III. Application costs and deadline

Each Applicant is bound to pay € 250 application fee to TEFAF. This fee is non-refundable and will be charged upon completion of your application. TEFAF must be in receipt of this Application by 15 June 2019. Please note that Applications received after the application deadline may not be considered by TEFAF.

IV. Correctness and completeness

TEFAF expects that the Applicant informs TEFAF correctly and communicates all relevant information. Please note that if the Applicant fails to fulfill this obligation to fully inform TEFAF or if the Applicant provides TEFAF with false or misleading information at any time, TEFAF is entitled to deny the Applicant admission to the Fair or terminate the Participation Contract with immediate effect and/or take these circumstances into consideration in the selection decision for Future Fair(s), if the Applicant/Participant applies for Future Fair(s).

It is the responsibility of the applicant to ensure delivery of the Application and attachments to TEFAF. After receiving the Application, TEFAF will send an automatic confirmation of

receipt. The Applicant can only prove it has submitted an Application, by showing this confirmation of receipt. As this confirmation of receipt is sent automatically, this confirmation of receipt does not prove that the Application was submitted in time or is complete and does not give the right to participate in the Fair.

V. Admission to the Fair

The number of Participants to the Fair is limited. Decisions about selection for the Fair are made exclusively by the Selection Committee, based on the Selection Protocol. The terms of admission to the Fair are specified in the TEFAF General Terms & Conditions of Application and Participation, the Selection Protocol, and the Vetting Guidelines.

A decision by the Selection Committee regarding selection for the Fair is considered to be based on the Selection Criteria in its entirety taking into account the Selection Protocol, the TEFAF General Terms & Conditions of Application and Participation, the current TEFAF Main Fair Application and the Vetting Guidelines as well as the relevant facts regarding the relevant Applicant; however, acceptance an Applicant is in the discretion of the Selection Committee and an Applicant cannot claim a right to be accepted based on fulfilment of the Selection Criteria or a part thereof.

TEFAF is entitled at any time to request the Applicant to submit to TEFAF additional documentation and information (including but not limited to a certificate of good conduct or a comparable certificate, financial documents and official documents confirming that the Applicant has not bankrupted). Failure of the Applicant to timely submit to TEFAF the documentation and information requested by TEFAF may lead to a negative decision of the Selection Committee regarding the selection of the Applicant.

VI. Commitment to participate

If TEFAF admits an Applicant to the fair, TEFAF will send the Applicant a Participation Contract signed by TEFAF, including information regarding stand allocation.

In submitting this Application, the Applicant commits itself to participate in the Fair and to sign the Participation Contract, in case the Applicant is admitted to the Fair.

Participants withdrawing after receiving a Participation Contract from TEFAF are liable to pay compensation for the work incurred, as set out in Article 8 of the TEFAF General Terms & Conditions of Application and Participation.

VII. Prior contract(s) and participation in the (Future) Fair(s)

Neither TEFAF nor the Participant/Applicant is entitled to derive any right with regard to participation in the Fair from any prior contract/agreement between TEFAF and the Participant/Applicant regarding application or participation. TEFAF and the Applicant/Participant expressly waive the right to invoke possible rights with regard to participation in the Fair, that may be derived from any prior contract/agreement between TEFAF and the Participant/Applicant regarding application or participation.

Neither TEFAF nor the Participant/Applicant is entitled to derive any right with regard to participation to Future Fair(s) from the Participation Contract and/or the Application, and/or any prior contract between TEFAF and the Participant/Applicant regarding application or participation. The Participant/Applicant waives the right to invoke such possible rights.

In case a Participation Contract is concluded, it is concluded for a definite period (a fixed term contract for one art fair as organized by TEFAF annually, therefore for one year) and can be immediately terminated under the conditions as set forth in the TEFAF General Terms & Conditions of Application and Participation.

VIII. Participation costs

The costs of participation consist of stand costs and general costs, as specified below. All prices are exclusive of VAT and nonrefundable.

A. Stand costs: € 565 per m2 excluding VAT

Standard fittings for stands include the following:

- Wall to wall carpeting;
- Flannel covered single-sided walls equal to the length of the perimeter of the stand;
- One board with the Participants name on it;
- A stretched cheesecloth ceiling (white or off-white);
- One standard spot per 3 m2 of floor space.

B. General costs: € 11.500 excluding VAT

- 20 persons for the Early Access day;
- 15 persons for the Preview day;
- 100 general admission tickets (1 ticket admits 1 person);
- 10 catalogues;
- 1 catalogue page (the Participants agree to the catalogue and pages as designed by TEFAF);
- 1 parking pass for the full period of the Fair;
- mention on the TEFAF website (www.tefaf.com);
- wireless internet;
- organization, marketing, and promotional activities undertaken by TEFAF;
- general decoration of the Fair.

C. Non-recurring administrative costs

In addition, a Participant who has not participated in either of the four immediately previous TEFAF Maastricht fairs (irrespective of being selected for these fairs) must pay non-recurring administrative costs of € 20,000 excl. VAT to TEFAF.

IX. Important dates

- Application deadline: 15 June 2019;
- TEFAF informs the Applicants regarding the selection decisions: Mid August 2019;
- Deadline for submission of the Participation Contract and payment of first invoice: 15 September 2019.

X. Submission of the Application

By submitting the Application, the Applicant confirms that it agrees to the conditions as set out in the documents as mentioned under Article II of this Application.

Furthermore, the Applicant, represented by an authorized representative of the Applicant, declares that the information provided in this Application and attachments is correct.

The Applicant undertakes to inform TEFAF immediately of any change in the information contained in this Application and attachments and of any other information which may affect the assessment of selection of the Applicant by TEFAF.