

# TEFAF

## TEFAF MAASTRICHT 2019 MAIN FAIR APPLICATION

TEFAF looks forward to receiving your application for the TEFAF Maastricht Fair of 2019

To apply for the TEFAF Fair of 2019, please fill out the following Application and submit it to TEFAF before the application deadline of **22 June 2018**. Please note that late, incomplete and/or insufficiently documented Applications may not be taken into consideration by TEFAF.

Please also be aware that a submitted Application gives no right of participation in the Fair. If TEFAF admits an Applicant to 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 TEFAF General Terms & Conditions of Application and Participation, the Selection Protocol, and the Vetting Guidelines 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 of application as set forth in this Application as well as in the TEFAF General Terms & Conditions of Application and Participation, the Selection Protocol, and the Vetting Guidelines apply.

### **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 22 June 2018. 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 admission 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 admission to 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 list of 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; an Applicant does not have the 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 been bankrupted). Failure of the Applicant to submit to TEFAF in a timely way the documentation and information requested by TEFAF may lead to a negative decision of the Selection Committee regarding the admission 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 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/agreement 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 furthermore 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: € 550 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: € 10,000 excluding VAT

- 10 tickets for the private view (1 ticket admits 2 people);
- 100 general admission tickets (1 ticket admits 1 person);
- 10 catalogues;
- 2 catalogue pages (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](http://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 did not participate in the previous TEFAF fair must pay non-recurring administrative costs of € 20,000 excl. VAT to TEFAF before 1 December of this year.

#### **IX. Important dates**

- Application deadline: 22 June 2018;
- TEFAF informs the Applicants regarding the admission decisions: End August 2018;
- Deadline for submission of the Participation Contract: 15 September 2018;

#### **X. Submission of the Application**

By submitting the Application, the Applicant confirms that it agrees to the conditions as set out in this Application, the TEFAF General Terms & Conditions of Application and Participation, the Selection Protocol, and the Vetting Guidelines.

Furthermore, the Applicant, represented by an authorized representative of the Applicant, declares that after conducting the usual checks, 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 admission of the Applicant by TEFAF.