

paper positions.berlin

Application

Please send to:

POSITIONS Berlin GmbH
Potsdamer Strasse 81a
10785 Berlin
Telefon: +49 30 740 737 88
E-Mail: info@paperpositions.com

Deadline: 11 Februar 2018

Venue:

DEUTSCHE TELEKOM HAUPTSTADTREPRÄSENTANZ
Französische Strasse 33 a-c
10117 Berlin

Event Date:

26 - 29 April 2018

Exhibitor Information and Billing Address

Gallery

Owner

Street address

Postal code, City

Country

Fon

E-Mail

Contact person

Mobile

Website

VAT Registration No.

Proposed Artists

Max. of two artists. Applications must contain a CV und 3 images (digital) of works for each artist!

Artist 1

Artist 2

Application Fee

An application fee of € 100,00 (excl. VAT*) will be charged, which is non-refundable even if the application is rejected or the event cancelled. This amount will be credited with your participation fee in case of the confirmation of participation. The application fee has to be transferred to our bank account latest until 11 February 2018:

POSITIONS Berlin GmbH
Berliner Volksbank
IBAN: DE 56 1009 0000 2528 9710 00
BIC: BEVODEBBXXX

Wall Options

- 4,00 linear metres of wall space:
2.900 € (excl. VAT*)
- 5,00 linear metres of wall space:
3.200 € (excl. VAT*)
- 6,00 linear metres of wall space:
3.500 € (excl. VAT*)

Hight of walls: 300 cm.

Prices incl. catalogue entry, lighting and all standard services (see § 6 of GTC).

On signing the application, the applicants accept the general terms and conditions.

* 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.

City, Date

Signature, Company stamp

GENERAL TERMS AND CONDITIONS

From April 26 to 29, 2018 POSITIONS Berlin GmbH organizes PAPER POSITIONS Berlin. PAPER POSITIONS is an independently organized exhibition and fair platform for contemporary and modern art with focus on drawings and the medium paper.

For participation in PAPER POSITIONS Berlin 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 PAPER POSITIONS. 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 PAPER POSITIONS, nor does it imply a right to admission.

The contract is concluded between the applicant and the organiser POSITIONS Berlin GmbH, in the following named as POSITIONS Berlin, and becomes valid after the confirmation of participation is sent back to the applicant.

For processing the applications, a one-off application fee of € 100,00 (excl. VAT*) will be charged, which is non-refundable even in the event that the application is rejected or the event cancelled.

This amount will be credited with your participation fee in the case of the confirmation of your participation. The fee has to be paid by bank transfer. All bank charges have to be borne by the applicant.

The application will be reviewed by POSITIONS Berlin only if the necessary application documents and the application fee have been received.

Application deadline: February 11, 2018 at the latest.

You will receive the refusal or confirmation of participation at the end of February 2018.

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

CONDITIONS OF PARTICIPATION

1. Organizer

PAPER POSITIONS Berlin is organized by the POSITIONS Berlin GmbH:
POSITIONS Berlin GmbH
Potsdamer Straße 81a
10785 Berlin

2. Application

Application can only be made with the attached application form. This must be sent to the POSITIONS Berlin office by post or scanned in by e-mail (info@paperpositions.com) by February 11, 2018. Applications that are received after this date cannot be considered.

An application is complete with

- completed and signed application form,
- CV of each proposed artist,
- max. 3 digital images (72 dpi) of works for each proposed artist (please name each image with gallery name, artists name, title, media, and year; please do not send any catalogues),
- receipt of payment of the application fee.

3. Exhibited Artworks

All presented artworks have to be drawings and/or to consist either completely or partially of paper as material or must broach the issue of the medium paper.

4. Dates

Wednesday, April 25, 2018, 3 - 9 pm, exhibitors set-up
Thursday, April 26, 2018, 10 am - 2 pm, exhibitors set-up
Thursday, April 26, 2018, 4 - 8 pm, opening reception (tbc)
Friday, April 27, 2018, noon - 8 pm
Saturday, April 28, 2018, noon - 8 pm
Sunday, April 29, 2018, noon - 6 pm
Sunday, April 29, 2018, 6 - 9 pm, dismantling
Monday, April 30, 2018, 8 - 10 am, dismantling (tbc)

5. Participation Fee and Conditions of Payment

Wall space with variable size is available.

4,00 linear metres of wall space (wall height 300 cm), 2.900,- € excl. VAT*
5,00 linear metres of wall space (wall height 300 cm), 3.200,- € excl. VAT*
6,00 linear metres of wall space (wall height 300 cm), 3.500,- € excl. VAT*

* 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.

Conditions of Payment:

The amount must be transferred within 14 days of receipt of invoice, otherwise a participation at PAPER POSITIONS Berlin is not possible !

Please note that POSITIONS Berlin only accepts transfers onto the business account. All bank charges have to be borne by the participant.

6. POSITIONS Berlin Services

- Organising the art fair PAPER POSITIONS Berlin with opening reception on April 26, 2018
- Renting the wall space incl. lighting and stand lettering
- A number of VIP cards for each exhibitor
- Advertisements in international art magazines and newspapers
- Inclusion on the website paperpositions.com
- Personal invitation management and newsletter
- Guided tours for collectors and curators
- Press relations
- Printed matters for each exhibitor
- Affiliate programs with our online partners
- Social Media Marketing on Facebook, Twitter and Instagram
- A detailed catalogue will be produced for PAPER POSITIONS Berlin. Each gallery receives one double-page catalogue entry including one colour image. The catalogue entry is obligatory.

7. Allocation and Design

The allocation of walls will occur via fair management. In individual cases and with good cause, the organizer is entitled to assign an exhibitor a wall area that is different from the one already allocated, to change the dimensions of the wall size, to relocate or close entrances and exits and to make structural and technical changes to the trade fair halls without the exhibitor deriving any rights from such changes. If the size of the wall size is reduced, the difference in the participation fee is refunded to the exhibitor. A maximum of 2 artists, which were already nominated when applying to PAPER POSITIONS Berlin, can be shown on each wall. Additional stand lettering is not allowed. The fair management will ensure that PAPER POSITIONS Berlin has a well-organized and clearly structured layout. The fair management can veto individual stand or wall designs.

8. Withdrawal from Contract

POSITIONS Berlin is entitled to withdraw if:

- a) the conditions and deadlines of payment agreed under clause 5 are not adhered to;

b) 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.

9. Insurance and Exclusion of Liability

POSITIONS Berlin guarantees access control to the art fair for the entire duration of the art fair and during set up and dismantling without assuming liability for loss or damage. Therefore, it is urgently recommended to take out commercial third party liability insurance cover.

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.

9.1. Liability in the event of gross negligence

According to the provisions in paragraphs 9.2 and 9.3, 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.

9.2. 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.

9.3. 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).

9.4. Indemnity liability

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

9.5. 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.

10. 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.

11. 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.

12. 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.