

paper positions.basel

Application

Please send to:

POSITIONS Berlin GmbH
Potsdamer Strasse 81a
10785 Berlin
Telefon: +49 30 740 737 88
E-Mail: application@positions.de

Deadline: 27 March 2020

Venue:

ACKERMANNSHOF
Printing Hall & former studio Dieter Roth
St. Johannis-Vorstadt 19-21, 4056 Basel

Event Date:

16 - 21 June 2020

Exhibitor Information and Billing Address

Gallery _____

Owner _____

Street address _____

Postal code, City _____

Country _____

Fon _____

E-Mail _____

Mobile _____

Contact person _____

Website _____

VAT Registration No. _____

Proposed Artists

Max. of **two** artists. Applications must contain a CV und 3 images (digital) of works for each artist (see §§ 3,8 & 9)!

Artist 1 _____

Artist 2 _____

Application Fee

An application fee of € 150,00 (excl. VAT*) will be charged. This amount will be credited with your participation fee in case of confirmation of participation. The application fee has to be transferred to our bank account latest until 27 March 2020:

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

Application fee has been transferred

Wall Options

4,00 metres of wallspace: 3.600 €

6,00 metres of wallspace: 5.400 €

8,00 metres of wallspace: 7.000 €

Further wall sizes on request. All prices incl. catalogue entry, lighting and all standard services (see §§ 6 & 7 of GTC).

A limited contingent of hotel rooms is available on request, as well as a convenient transport (incl. customs clearance) Berlin-Basel-Berlin.

On signing the application, the applicants accept the General Terms and Conditions (GTC). Please note that the signatorie of these GTC is subject to Berlin as place of jurisdiction and the German law regarding rights and obligations arising from this contract.

City, Date

Signature, Company stamp

GENERAL TERMS AND CONDITIONS (GTC)

From 16 - 21 June 2020 POSITIONS Berlin GmbH organizes **paper positions basel**. *paper positions basel* is an independently organized fair platform for galleries for contemporary and modern art with focus on drawings and the medium paper.

For participation in *paper positions basel* you have to apply by using the attached application form. This must be sent to the POSITIONS Berlin office - completely, truthfully 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 basel*. 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 basel*, nor does it imply a right to admission. Even a binding application for *paper positions basel* does not constitute a claim to admission. A selection will be made from all applicants with the aim of presenting a balanced mix of exhibits and artists at the fair. The organizer may also reject the application due to a lack of exhibitor space. Applicants who are not accepted for these reasons may be placed on a waiting status in suitable cases.

The contract is concluded between the applicant and the organizer 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 € 150,00 (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 transfer costs will be charged to 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: 27 March 2020 at the latest.

You will receive the refusal or confirmation of participation at the beginning of April 2020.

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

2. Location

The *paper positions basel* will be held in two rooms (printing hall & former studio of Dieter Roth) on two floors in the:
Ackermannshof, St. Johannis-Vorstadt 19-21, 4056 Basel.

3. 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 (application@positions.de) by 27 March 2020. 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 (a maximum of 2 artists can be presented, artdealers are exempt from this limitation)
- 3 digital image files (72 dpi, jpeg or png) 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.

4. Exhibited Artworks

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

5. Dates 2020 (tbc)

Monday, 15 June, 2 - 10 pm, exhibitors set-up
Tuesday, 16 June, 10 am - 2 pm, exhibitors set-up
Tuesday, 16 June, 3 - 6 pm, professional preview
Tuesday, 16 June, 6 - 9 pm, opening reception
Wednesday, 17 June, 11 am - 8 pm, visitor day (tbc)
Thursday, 18 June, 11 am - 8 pm, visitor day (tbc)
Friday, 19 June, 11 am - 8 pm, visitor day (tbc)
Saturday, 20 June, 11 am - 8 pm, visitor day (tbc)
Sunday, 21 June, 11 am - 5 pm, visitor day (tbc)
Sunday, 21 June, 5.30 pm - 10 pm, dismantling and collection of art works
Monday, 22 June, 8 am - 12 pm, collection of art works possible

6. Participation Fee and Conditions of Payment

Wall space with variable size is available.

4,00 metres of wall space, 3.600,- €
6,00 metres of wall space, 5.400,- €
8,00 metres of wall space, 7.000,- €

Wall height at least 265 cm. Special wall lengths on request.

* 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 participation fee must be transferred within 14 days of receipt of invoice. Without full payment of the participation fees before the start of the event, participation in *paper positions basel* is not possible!

Please note that POSITIONS Berlin only accepts transfers onto the business account. All bank transfer costs will be charged to the applicant.

7. POSITIONS Berlin Services

- Organizing the art fair *paper positions basel*, opening reception on 16 June 2020
- Rental of wall space incl. standard lighting and stand signage
- Storage for empty crates and art works free of charge
- Furniture free of charge
- 4 exhibitor passes
- A number of VIP- and Guest-Cards for each exhibitor
- Advertisements in international art magazines and newspapers
- Inclusion on the website paperpositions.com
- Personal invitation management and newsletter
- 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 basel*. Each gallery receives one double-page catalogue entry including one colour image. The catalogue entry is obligatory.
- There is a contingent of hotel rooms (subject to a charge).

8. Admission to paper positions

The submission of the application form does not entitle the holder to admission to *paper positions basel*. The decision on admission is the sole responsibility of the exhibition

management. The number of participants is limited. The following companies or persons are excluded from participating in *paper positions basel*:

- Artists
- Art Consulter/-advisor
- Online-Galleries

9. 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 basel*, can be shown on each wall. It is possible to redesign the exhibition booths one hour before the opening hours. **Additional stand lettering with gallery or artist name is not allowed.** Wall paints may only be applied in consultation with the fair management and only by the fair constructor. Graphic-stands are not permitted. The presentation of art works on the floor is not allowed (except sculptures/objects). The fair management will ensure that *paper positions basel* has a well-organized and clearly structured layout. The fair management can veto individual stand or wall designs.

10. Subletting and attendance

Subletting of the exhibition stand is not permitted. The exhibitor is obliged to operate his stand during the entire fair.

11. Deposit

The exhibition stand can only be set up after check-in and the deposit of 100 euros and a declaration of preservation signed by the exhibitor. The exhibition area and the exhibition stand must be returned in the condition in which they were taken over. The deposit will only be refunded after the end of the event if the booth has been accepted by the exhibition team.

12. Withdrawal from Contract

POSITIONS Berlin is entitled to withdraw if:

- a) the conditions and deadlines of payment agreed under clause 6 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.

13. 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.

13.1. Liability in the event of gross negligence

According to the provisions in paragraphs 13.2 and 13.3, 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.

13.2. Liability for damage caused by vicarious agents

For damages caused by intentional or gross negligent conduct on the part of other vica-

rious 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.

13.3. 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).

13.4. Indemnity liability

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

13.5 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.

14. 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.

15. Exclusion of Exhibitors

Exhibitors who contravene the regulations of the fair may be excluded by the fair management with immediate effect. They are liable for the full amount of the participation fee and any additional costs incurred.

16. House Rules

The organiser exercises the householder's rights within the exhibition grounds. He is entitled to have exhibits removed from the stand if their display is contrary to applicable law, morality or the exhibition programme. Advertising for political and ideological purposes is prohibited. In the event of serious infringements of these Conditions of Participation or the guidelines for the admission procedure, the organiser shall be entitled to close the stand or have it vacated.

17. Statute of Limitation, Exclusion Deadline

Possible claims against *paper positions basel* 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.

18. 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.