

PARTICIPATION TERMS AND CONDITIONS

ORGANIZATION:

The Bogotá International Art Fair - ArtBo is an event organized by the Bogota Chamber of Commerce, which is responsible of the conceptualization, administration and development of the fair.

ArtBo will take place in CORFERIAS fairground between the 20th and the 25th of October 2010.

The organization of the Bogotá International Art Fair counts with a Honor Committee, composed by cultural representatives and members of the entity's board of director, as well as with a Selection Committee, shaped by national and international gallery managers and other special guests, who are in charge of analyzing the admission forms, and guaranteeing the exhibition's quality.

OBJECTIVES:

ArtBo has a main proposal to offer a space to national and international galleries, which contributes to the growth, development and competitiveness of cultural industries, and also for the rise of new talents, that at the same time permits an international promotion of the city and convert it in an attractive destiny for investment, business and tourism.

The terms and conditions of the participation of ArtBo is valid for all the exhibitors and cultural organizations that participate on the Fair, and based upon their adequate fulfillment, depends the success of the fair and the convenience of the exhibition. ArtBo and CORFERIAS have the right to reserve and include, in any moment and without any prior note, any additional condition or rule in the participation. The presentation of an application to participate in ArtBo implies the integral and whole acceptance of the terms and conditions or any other that ArtBo adds.

1. ADMISSION AND SUBSCRIPTION

1.1 To participate in ArtBo, the galleries or Exhibitors must present the admission application, attached to this terms and conditions, fully signed by the business manager, plus the full acceptance of the participation terms and conditions together with all the demanded documentation and

digital material. It is obligatory to pay the registration rights, which are not refundable. If any of these solicitations don't fulfill with the requirements, it would be automatically rejected. The admission applications must be presented before June 30th 2010

1.2 All the information should be sent to:

CÁMARA DE COMERCIO DE BOGOTÁ
Agenda Cultural
Avenida Eldorado No. 68 D 35 Piso 6
e-mail: artbo@ccb.org.co
www.artboonline.com
Telephone (057-1) 383 0300 Ext. 2734
FAX: (057-1) 383 0690 Ext. 2734
Bogotá - Colombia

1.3 ArtBo reserves in every moment the rights to cancel any application that has been accepted initially or to reject any gallery from false information or if the Exhibitor does not fulfill Ruth all the requirements, terms and conditions to participate.

2. SELECTION AND PARTICIPATION

2.1 The Selection Committee will be formed by directors of galleries with a well-known trajectory and other very special guests, selected by the fair's organization and in charge guaranteeing the quality of this international level exhibition. For that reason, the admission decisions will have an exclusive criterion will have left, and will be only and definitive.

2.2 For the evaluation, the Committee will handle to the following criteria, considering the information provided in the admission request:

- *Gallery's profile*
- *Commercial professionalism and practices.*
- *Seniority and trajectory of the gallery.*
- *Quality of the exhibitions.*
- *National and international represented artists.*
- *Participation in international fairs.*
- *Presence of the artists in international galleries.*

Organiza:

- *Presence of the artists in private or public collections.*
- *Portfolio of works and artists proposed for ARTBO 2010.*

2.3 ArtBo and its Committee of Selection reserve the taken decisions, which are of confidential and private character. Verbal or written explanations with respect to the decisions made by the Committee will not occur under any reason

2.4 ArtBo and the Committee of Selection reserves the right to ask for the partial or total change of the presented/displayed proposal.

2.5 The list of the selected galleries will be published on our webpage www.artboonline.com, after July 21st. Selected galleries must formalize their lease with CORFERIAS, and must make their payments before July 30th 2010. If the exposor does not fulfill these requirements, the fair's organization will yield the space.

2.6 The other Exhibitors, who have not acceded to a stand by lack of space, will happen to integrate the waiting list for their participation. If any participant gallery retires and yields the space, ArtBo will come to assign considering it the fixed order in the waiting list.

3. STAND ASSIGNATION

3.1 ArtBo will assign stands in the Fair to the Galleries or Exhibitors considering the space available. The place of stand will be assigned by ArtBo and the location will not be condition for the participation of the galleries.

3.2 The Exhibitor will have to make the payments in the settled deadlines (*see attached table).

4 INDIVIDUAL PROJECTS

4.1 ArtBo offers to galleries an alternative space to present the projects of individual artists. The submitted projects for these spaces will be selected by the curator designed by the organization

4.2 The stands designed for Individual Projects will have an area of 10m² (without storage room), and will be assigned and located by the

organization taking into account the availability.

4.3 The deadline to present proposals is June 30th, 2010.

5. WORKS INSPECTIONS AND MOUNTING

5.1 ArtBo and its Selection Committee - or its delegated commission - will inspect stands during the assembly and the development of the fair, with the purpose of guarding the presentation is the adapted one and that the exposed works are the corresponding ones to the artists proposed in their request.

5.2 If there were objections and/or observations by the assembly or some of exhibited works, the Exhibitor will have to make the solicited corrections to make of Artbo an organized sample and quality for the visitor.

If an exhibitor doesn't obey the demanded changes, he may be excluded from the fair.

6. EXHIBITOR OBLIGATIONS

6.1 The Exhibitor will not be able to yield partially or totally the assigned space to person some different one from the specified one in the present form of subscription, nor will be able to alienate diverse articles to the specified ones. In case of breach, the Exhibitor will become creditor to a sanction equivalent to the payment by concept of the rent of stand.

6.2 Each one of stands and participant galleries will have solely to use a personal computer. This, with the purpose of avoiding subleases or advantage of the assigned space to people or institutions that are not registered in the exhibition.

6.3 ArtBo will have the right at any moment to make changes of location for reasons of space or in fulfillment of conditions that are indicated by CORFERIAS.

6.4 ArtBo will not allow any exhibitor to decorate stand, to mount, to show or to exhibit logo, as well as a signaling different from the established one by the organization. All the signaling and decoration standard and will be designed by the fair to contribute to the generation of an own visual identity of the fair and to guarantee an equitable deal with the galleries and their promotion.

- 6.5 All the walls will be ended with white plastic painting. The external walls will not be able to be painted of another color or to be signalized of different way. The installation of wooden floors or another material is not allowed.
- 6.6 ArtBo will have the right at any moment to require to the Exhibitor or curator detailed information and complete each one of the proposals.
- 6.7 The Exhibitor must exhibit on its stand only the artists proposed in this form, and this are the only reasons of acceptance by the Honor Comitee. In case of any extraordinary reasons to change the proposed artists, the Exhibidor must inform on a written communication to have an evaluation by the Committee.
- 6.8 ArtBo reserves the right to prohibit and to cancel the exhibition if it doesn't fulfill the conditions of participation and, in case of being necessary, to retire the objects of the sample. The expenses that originate by concept of transfer and installation and disassembling will be the responsibility of the Exhibitors.
- 6.9 The Exhibitors of ArtBo will be subject to the dispositions that are regulated by Corferias with respect to spaces, corridors, exits of emergency, etc. at any moment.
- 6.10 For the renting of spaces or stands, the corresponding contract with Corferias will be due to subscribe. Of equal way, all the other conditions will be due to accept that are related in the "manual of operations" of this fairground.
- 6.11 Only once covered the total amount with the costs, the exhibitors will be able to make use of stand.
- 6.12 The Exhibitor will not be able to install equipment of sound that interfere the other Exhibitors, safe in cases that require themselves for the exhibition of a work, and with previous authorization of ArtBo.
- 6.13 ArtBo can have new activities of interest to the Exhibitors, which will inform in the precise moment.
- 6.14 ArtBo will not be responsible, nor will interfere, in the relations stablished between the exhibitors (gallerists) and commission agents, intermediaries or any

other middleman dealers that visit the fair. Galerists are not obligated to pay commissions.

7. PAYMENTS

- 7.1 Once accepted the gallery by the Committee of Selection, the Exhibitor will have to cancel 50% of the value of stand before July the 30th 2010 to assure his participation and to pay the 100% of the value of the catalogue.
- 7.2 In case of not fulfilling the payment, ArtBo will be able to assign stand to another gallery without previous warning.
- 7.3 The second payment (50%) will have to take place before the September the 10th 2008.
- 7.4 For payments in Colombian pesos, the representative rate of the market will be considered.
- 7.5 Any additional cost by concept of stand will have to be paid before the opening date. Otherwise, the access will not be allowed to the fair, and it will conclude in the cancellation of the contract without right to the reimbursement of the amounts until the moment deposited.
- 7.6 The payments will not be reimbursable or refundable.
- 7.7 The presentation of the full payment, the copy of the renting contract and the invoices are indispensable requisites to ask for the Credentials and to take possession from stand.

8. INSURANCES

- 8.1 Each Exhibitor must have an insurance policy. Neither ArtBo, nor Corferias will be responsibly or in charge in case of any damage or robbery of works, articles or equipment.
- 8.2 The Exhibitors will assume the risk of any damage or loss of their articles, reason why they will have to obtain an insurance of ample cover during the exhibition. As far as possible, it is important to maintain a copy of the insurance in the archives of inscription at the moment for mounting the exhibition.

9. SECURITY

- 9.1 From the first day of mounting to the

unmounting day, ArtBo will provide a 24 HRS SECURITY service during the fair. Nevertheless, ArtBo will not be responsible for the robbery of any article, personal video cameras, laptops or other personal objects.

9.2 ArtBo will have to disposition of the galleries a support team for the assembly, but it will not be responsible for any damage that is generated.

10. CATALOGUE

10.1 The catalogue is of obligatory character, because it foments the promotion of the sample and reflects the representing quality of the works of the artists and its galleries. Each Exhibitor will have two pages to insert information on the artists that represents. ArtBo will publish a maximum of two individual work images by page (no collage of works will be admitted).

Individual project exhibitors will have one page in the catalogue and can only publish one image of the artist's work.

10.2 The design, publication and impression of the catalogue will be of exclusive handling of ArtBo and no Exhibitor will be able to change or to define his format of presentation. This, to maintain a unit in the style and the image of the Fair.

10.3 The organization of ArtBo will assume that the photographs of works of the artists whom each gallery represents, and who will be exhibited in ArtBo, have the authorization to be published in the catalogue and the means that are considered pertinent for the promotion of the event.

ArtBo will not attend any reclamation related with omissions and/or mistakes published in the catañog. The exhibitor is the only responsible for the sections contents.

10.4 The Exhibitor will contribute to the good accomplishment of the necessary graphical and written publication giving to ArtBo the information that they guarantee is desirable and precise. The Exhibitor must strictly observe the deadlines of the required material.

10.5 In order to contribute with the success of the catalogue, the Exhibitor will have to fulfill the dates settled down by ArtBo. Otherwise,

ArtBo will have to exclude the Exhibitor's material from the catalogue and no paid money will be refunded.

11. AUTHENTICITY

11.1 All the Exhibitors are responsible by the authenticity for the art works that are exhibited and/or sold during the days of fair in ArtBo.

11.2 If the authenticity of some work of art exposed during the fair is questioned, ArtBo reserves the right to solicit that it is retired of the exhibition, unless the Exhibitor can satisfactorily prove the authenticity of the work.

11.3 The Exhibitor commits itself to maintain to undamaged ArtBo against any claim or demand related to the authenticity or irregularity in the sale or negotiation of any work of art.

12 RESTRICTIONS

The following are prohibited:

12.1 Fake Works or from illicit origin.

12.2 The works very recovered, damaged or transformed

12.3 The works included in the category of applied arts (glasses, ceramics, jewels, designs, etc.).

13 EXCLUSIÓN

The following reasons will be enough to exclude an Exhibitor from ArtBo 2010

Gallery closure

13.1 Practices of falsified works or doubtful identity

13.2 Breach standard of participation, as well as the nonobservance to the conditions expressed in the Participation Request:

13.2.1 Not to respect the schedule of opening of stand to the public, or manifest irregularity in the agenda and schedule.

13.2.2 Disregard the warnings received by written notification on the mounting and conservation of stand.

13.2.3 Partially or totally subletting the stand to other or various galleries or external intermediaries.

If this exclusion takes place during the fair, it will produce the immediate closing from stand.

14 PREES AND MEDIA OFFICE

14.1 ArtBo will opportunely inform the name of the company/firm that will be in charge of the handling the free press.

14.2 The Press office has as mission to emit information adapted on the artists and the Exhibitors in the daily and specialized press.

14.3 The Exhibitors will have to facilitate truthful information, as well as graphic material of high quality, for the promotion of its artists and galleries in average international standards.

15 GENERAL

15.1 In case of appearing situations of greater force, ArtBo will be able to postpone, shortening or to extend the exhibition without this fact can generate no type of claim on the part of the Exhibitors.

15.2 ArtBo reserves the right to expel from the fair any Exhibitor who violates the rules and conditions. In case of expulsion, the Exhibitor will be responsible for the totality of the amount of the rent of the space and any additional money which has incurred.

15.3 ArtBo is not responsible for any commercial transactions that will develop between galleries and buyers.

15.4 Artbo is made in a Transitory Duty Free Zone, reason that explains the Exhibitors must compel the national law for these kind of zones.

15.5 The Exhibitors must fulfill and compel with all the tax expenses.

The applicant declares to know and accept all the conditions and regulations to participate in ArtBo 2009

FULL NAME OF THE GALLERY: _____

LEGAL REPRESENTATIVE: _____

LEGAL REPRESENTATIVE'S SIGNATURE: _____

ID: _____