

Application form

To be returned duly and fully completed and signed.

23-27 APRIL 2009 / Brussels Expo / www.artbrussels.be

Deadline: 1 October 2008

1. Applicant

CORRESPONDENCE & CATALOGUE ADDRESS (in capital letters)

Gallery name: _____

Date gallery was founded: ____ / ____ / ____

Address : _____

_____ N° : _____ PB : _____

Postcode : _____ City : _____

Country : _____

Website : _____

General e-mail : _____

General phone : _____ General fax : _____

OTHER BRANCHES :

City : _____ Country: _____

City : _____ Country: _____

Contact person :

Name : _____

First name : _____

Function : _____

Direct phone : _____

Mobile : _____

Direct e-mail : _____

Correspondance EN FR NL

INVOICE ADDRESS (in capital letters)

Gallery name : _____

Legal form : _____

VAT N° : _____

Bank account n° : _____

If different from correspondence address :

Address : _____

_____ N° : _____ PB : _____

Post code : _____ City : _____

Country : _____

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Finance
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Communications
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For the organiser

DATE :
 N° GSM :
 N° DOC :
 N° STAND :

S.E.	DATE	E.A.	DATE

E.D.	DATE	C.S.	DATE

ACC WL REF

Comments/MG :

Old New

2. Participation (All costs exclusive of 21% VAT)

A. Gallery*

- | | | |
|--------------------------|--|-----------------|
| <input type="checkbox"/> | 50m ² (5m depth x 10m) at 205 €/m ² | 10.250 € |
| | Fixed costs : Package Plus: | 620 € |
| | Catalogue and website: | 680 € |
| | Total : | 11.550 € |
|
 | | |
| <input type="checkbox"/> | 75m ² (5m depth x 15m) at 205 €/m ² | 15.375 € |
| | Fixed costs : Package Plus: | 740 € |
| | Catalogue and website: | 680 € |
| | Total : | 16.795 € |
|
 | | |
| <input type="checkbox"/> | 100m ² (5m depth x 20m) at 205 €/m ² | 20.500 € |
| | Fixed costs : Package Plus: | 800 € |
| | Catalogue and website: | 680 € |
| | Total : | 21.980 € |

B. Young Talent*

- | | | |
|--------------------------|--|----------------|
| <input type="checkbox"/> | 25m ² (5m depth x 5m) at 185 €/m ² | 4.625 € |
| | Fixed costs : Package Plus: | 380 € |
| | Catalogue and website: | 680 € |
| | Total : | 5.685 € |

C. Solo Show* (only in combination with one of the above options)

- | | | |
|--------------------------|--|----------------|
| <input type="checkbox"/> | 25m ² at 120 €/m ² | 3.000 € |
| | Fixed costs : | included |
| | Total : | 3.000 € |

TOTAL 21% VAT EXCL. : €

* See complimentary information form.

3. The gallery

BRIEF DESCRIPTION OF THE ORIENTATION OF THE GALLERY

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ARTISTS PERMANENTLY EXHIBITED BY THE GALLERY

Grid of 5 rows and 20 columns for listing artists permanently exhibited by the gallery.

ARTISTS REPRESENTED AT ARTBRUSSELS 2009

Grid of 5 rows and 20 columns for listing artists represented at ArtBrussels 2009.

4. Documentation

GALLERY & YOUNG TALENT:

- The selection of the applications is based on the websites of the galleries;
- Documentation is required only when artists presented in the fair are not introduced on the website of the gallery.

SOLO SHOWS ONLY:

Join a brief description and illustration of the project with pictures or drawings together with a biography of the artist.

Name of the artist [grid]

Description of the project: [grid]

Grid of 5 rows and 20 columns for providing a description of the project.

5. Selection

All the submitted application forms will be the subject of a selection by the International Selection Committee established by ARTEXIS. The selection will be operated based on following criteria:

- availability of exhibition space
- balans of the content of the fair
- variety of the exhibited works of art
- equivalence of the orientation of the fair and the orientation of the gallery

These four criteria will be applied in this order (as shown above).

The selection committee meeting will be held at the end of November 2008. The decision of the selection committee will be notified in writing by ARTEXIS at the latest one month after this meeting.

6. Application fee (100€, VAT 21% Excl.)

The application forms will be presented to the selection committee after collection of the obligatory, non-refundable application fee of 100 € (VAT 21% Excl.). This application fee covers the cost of the selection procedure and does not guarantee the acceptance of the application.

Credit Card number:

Expiration Date:

Amex Visa Master Card

7. Declaration by the applicant

I am aware of the General Conditions of participation (available on the website www.artbrussels.be or on request).

I accept and take note of all of the clauses. I subscribe to these documents and agree to abide by them.

Place : Date :

Function :

Name : First Name :

Signature :

Please mark every page with your initials.

Articles 3, 5 & 6 of the General Conditions :

3.3 Non-transferability

The Request for Admission duly completed by the Candidate Exhibitor and its eventual Acceptance by ARTEXIS are non-transferable, except with previous written consent by ARTEXIS. Where such consent is given, the Candidate Exhibitor or Exhibitor conceding shall remain jointly and indivisibly bound with the transferee Candidate Exhibitor or Exhibitor by the obligations arising from the submission of the Request for Admission and its Acceptance.

On the other hand, the Request for Admission duly completed by the Candidate Exhibitor and its Acceptance by ARTEXIS are transferable by ARTEXIS in case of transfer of the Fair by ARTEXIS. Moreover, ARTEXIS shall be entitled to transfer or subcontract all or part of its rights and/or obligations stemming from the contractual relationship with the Candidate Exhibitor / Exhibitor.

Article 5 : payment, payment methods and lead times for payment

5.1 Payment

5.1.1 Once the Candidate Exhibitor's Request for Admission is accepted by ARTEXIS, the Candidate Exhibitor/Exhibitor is required to submit to ARTEXIS all of the following amounts:

- (I) the inscription fee, including the subscription insurance premium to which the Exhibitor commits himself by virtue of Article 11;
- (II) the expenses of making the site available;
- (III) all the other various expenses as under the Pricing Conditions and any other commercial documents, whether they are mandatory or optional, or resulting from the application of these General Conditions.

The amounts owing pursuant to this Article 5.1.1 are hereinafter referred to as the "Amounts Owing".

5.1.2 The Amounts Owing, as well as the other amounts owed by the Exhibitor on account of his participation in the Fair, give rise, as a rule and insofar as is possible, to the following three successive billings:

- (I) the billing of a deposit of 40% of all the Amounts Owing upon acceptance by ARTEXIS of the Request for Admission submitted by the Candidate Exhibitor (by means of a deposit invoice);
- (II) the billing of the balance of all the Amounts Owing at least 90 days before the Date of Opening of the Fair (by means of a balance invoice); and

(III) the billing of technical orders at least 30 days before the Date of Opening of the Fair (by means of the invoice for technical orders).

In the event of the Request for Admission being submitted to ARTEXIS less than 90 days but more than 30 days before the Date of Opening of the Fair, the deposit and the balance will be invoiced together once ARTEXIS has accepted the Request for Admission submitted by the Candidate Exhibitor, and the technical orders will be invoiced at least 30 days before the Date of Opening of the Fair.

In the event of the Request for Admission being submitted to ARTEXIS less than 30 days before the Date of Opening of the Fair, the deposit, balance and technical orders will be invoiced together once ARTEXIS has accepted the admission application submitted by the Candidate Exhibitor.

5.2 Payment of individual amounts

5.2.1 Invoices raised by ARTEXIS are payable in cash when received, net without discount, at the ARTEXIS head office. All costs associated with the method of payment used by the Exhibitor shall be borne in full by him.

5.2.2 ARTEXIS will be entitled to disregard the acceptance of a Request for Admission as long as the Exhibitor whose application was accepted has not settled in full the invoices that have been sent to him.

5.2.3 The possession of the site and stand by the Exhibitor is subject to the full payment of all the Amounts Owing and other amounts owed to ARTEXIS, including possible supplements. In the same way, any on-site orders of additional technical facilities by an Exhibitor will be taken into account subject to the full settlement of all the amounts owed to ARTEXIS by that Exhibitor, as well as to the previous payment of the invoice concerning those orders.

5.3 Methods of payment

5.3.1 The payments should be made in EUROS by transfer to the bank account(s) specified on the invoices. Cheques are not accepted, with the exception of certified cheques.

5.3.2 No payment made into the hands of an ARTEXIS representative or officer shall constitute a full discharge, except with explicit previous consent by ARTEXIS.

5.5 Non-payment or late payment

5.5.1 Failure to pay any invoice by the due date results, ipso jure and without the need for prior formal notification, in the liability for a late payment interest at the rate of 12% per annum. Such non-payment by due date entails, under the same conditions as the liability for interest, the payment of a fixed penalty equal to 10% of the amount of the unpaid invoice, with 250 EUROS as the minimum. ARTEXIS is also entitled to suspend the fulfilment of all obligations they might have towards an Exhibitor who still defaults on the payment of all invoices. This prerogative can be triggered by simply noting the non-payment without the need for prior formal notification.

5.5.2 Non-payment of all invoices when due also implies the liability to immediately pay all the other amounts due from the Exhibitor to ARTEXIS, even if their due date is in the future.

5.5.3 If one or more invoices by ARTEXIS remain unpaid for a maximum of 15 days after their date of issue, such non-payment will entail, by rights and without previous formal notice, the loss of the right of site occupancy, without prejudice to other provisions of this Article 5.5 and of these General Conditions. It follows that, in such a case, ARTEXIS would be able to freely dispose of the site and to re-let it to another Candidate Exhibitor/Exhibitor.

Article 6 : renunciation by the exhibitor of participation or a reduction in the surface area required

6.1 Without prejudice to the provisions of Article 3.2, an Exhibitor must advise ARTEXIS of a decision to cancel his participation, as well as of any reduction in the area initially asked for in his Request for Admission, by registered letter, regardless of whether such cancellation or reduction takes place before or after the Acceptance by ARTEXIS.

6.2 Such a cancellation or reduction entails, where applicable, the payment of the following amounts:

(I) if notification of the cancellation or reduction is given in accordance with Article 6.1 at least 180 days before the Date of Opening of the Fair, 40% of the Amounts Owing shall be payable by way of compensation for unilateral termination;

(II) if notification of the cancellation or reduction is given in accordance with Article 6.1 less than 180 days but more than 90 days before the Date of Opening of the Fair, the Amounts Owing shall be payable in full by way of compensation for unilateral termination;

(III) if notification of the cancellation or reduction is given in accordance with Article 6.1 less than 90 days before the Date of Opening of the Fair, a sum corresponding to 120% of the Amounts Owing shall be payable by way of compensation for unilateral termination, on account of the additional damage arising from ARTEXIS from the particularly late nature of the cancellation or reduction

(IV) if ARTEXIS has not been given notification of the cancellation or reduction in accordance with the procedure prescribed in Article 6.1, a sum corresponding to 120% of the Amounts Owing shall be payable by way of compensation for unilateral termination on account of the additional damage arising from ARTEXIS from non-compliance with this procedure.

The amounts referred to in this Article 6.2 shall be payable ipso jure and without the need for prior formal notification.

6.3 The compensation amounts referred to in Article 6.2 do not in any way affect ARTEXIS' right to claim additional damages from the Exhibitor if the damage suffered by ARTEXIS was in fact greater than the compensation for unilateral termination provided for in Article 6.2.

6.4 Late payment of the amounts referred to in this Article 6 will lead to interest on arrears being payable at the annual rate of 12%, ipso jure and without prior official notice.