



main  
art  
2020

**APPLICATION**  
as an Artists Association

**2.-4. OCTOBER 2020**

Johannisburg Castle Aschaffenburg  
[www.mainart-messe.de](http://www.mainart-messe.de)

# Application as an Artists Association

>> please write legibly

## Part 1

### Personal Details:

Name / Legal Form: \_\_\_\_\_

Date of founding: \_\_\_\_\_

Street and House No. \_\_\_\_\_

Town / City (Postcode) \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone \_\_\_\_\_

Mobile phone \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Homepage \_\_\_\_\_

Tax Identification No. \_\_\_\_\_

### Artist Classifications

- Young Artists (under 22 years of age)
- Regional Artists (origin)
- Domestic Artists (origin)
- International Artists (origin)
- Artists with disabilities

### Artistic Disciplines

- Painting
- Graffic art
- Drawing
- Photography
- Sculpture
- Mosaic art
- Other: \_\_\_\_\_

**Stylistic Direction:** \_\_\_\_\_

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# Application as an Artists Association

>> please write legibly

## Part 2

### Describe the Association:

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### Participating Artists (Please attach Biographies):

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### Your Reason for Wanting to Exhibit at the Main Art:

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# We would like to apply for the following stand space:

## Part 4

### Fair stand € 120,-/m2

- |                          |      |         |                          |       |           |
|--------------------------|------|---------|--------------------------|-------|-----------|
| <input type="checkbox"/> | 4 m2 | € 480,- | <input type="checkbox"/> | 6 m2  | € 720,-   |
| <input type="checkbox"/> | 8 m2 | € 960,- | <input type="checkbox"/> | 10 m2 | € 1.200,- |

### The fair stands are equipped as follows:

Lightweight walls 250cm high, painted white, incl. Assembly, flood lamps, stand designation, exhibitor passes, electrical outlet (if required), cleaning, and security.

### Additional Media and Marketing Package, € 200,- / stand

The package consists of: one page in the Art Fair catalogue (21 x 21cm); 3 copies of the Art Fair catalogue; an entry in the online list of exhibitors; free admission for the exhibitor plus one guest, plus 5 VIP tickets for the big opening ceremony on 1.10.20; extensive advertising for the Art Fair both in print and online.

**Supplementary flood lamps, various furnishings and an expanded marketing package may be booked once inside the Fair. A floorplan of your stand will be made available once the plan for the hall is completed.**

**All quoted prices are net prices and therefore subject to the applicable VAT/sales tax.** The signee agrees to be bound without exception by all rules and guidelines of the Main Art Fair. No ancillary agreements, either verbal or written, exist outside of this document. Place of fulfilment and place of jurisdiction is Aschaffenburg.

\_\_\_\_\_  
Date, locus

\_\_\_\_\_  
Signature

# Conditions and Rules of Participation

## Part 5

### 1 EVENT

MAIN ART Internationale Kunstmesse 2020.

### 2 EVENT PROMOTER/ ORGANISER

MAIN ART GbR.,  
Hanauer Str. 73  
63741 Aschaffenburg  
Shareholders: Brigitte Seiler und Rita Stern  
Tax Identification Number: 202/168/07708  
Telephone: +49 (0)170 3893906  
info@mainart-messe.de  
www.mainart-messe.de

### 3 LOCUS, DURATION

The Main Art Trade Fair will take place from 2<sup>nd</sup> to the 4<sup>th</sup> October 2020 in the Johannisberg Castle, Schlossplatz 2, 63739 Aschaffenburg.

Opening hours:  
Fri. & Sat. 10am – 8pm, Sun. 10am – 7pm.  
Preview/ Grand Opening:  
Thur. 1<sup>st</sup> Oct. 2020, 6pm.

### 4 SETUP AND REMOVAL TIMES

Setup times:  
30<sup>th</sup> Sept. 3pm – 9pm, and  
1<sup>st</sup> Oct. 8am – 12 noon.

Dismantling/ removal times:  
4<sup>th</sup> Oct., 7pm – midnight, and  
5<sup>th</sup> Oct., 8am – 3pm.

### 5 CURATOR

The Event Organisers will appoint a Curator Team. This team will advise the organisers as to the choice of exhibits, and also ensure during the actual Fair that all conditions and rules are abided by. The advisory role of the Curator Team is not open to scrutiny; its decisions are final and binding.

### 6 REGISTRATION

Those wishing to participate in the Fair must send in a fully completed and signed application form. With your signature you acknowledge your acceptance of all rules and conditions of the event. Any personal reservations or indeed any special requests (for example regarding the position of a stand in the hall) added to the application form will not be taken into account, and will in fact be ignored.

The sending in of an application form is no guarantee of acceptance to the Main Art Fair.

Entry forms including all relevant documentation must have arrived at the Event Organisers by 1<sup>st</sup> April 2020 at the latest.

In close cooperation with the Curator Team, the Event Organisers will make their decisions as to who may take part in the Art Fair within 4 weeks of the closing date of applications. Applicants will be notified in writing.

### 7 ARTWORK

The Exhibitor confers usage rights for the art works to the Event Organisers, in particular with regard to the Press, internet and the Art Fair catalogue. The Exhibitor guarantees possession of usage rights to all his or her exhibited works. Copyright is not the responsibility of the Main Art Organisers.

The Exhibitor also guarantees that the exhibited works in no way infringe upon or violate the rights of Third Parties. Should any form of legal claim regarding the art work arise from a Third Party, the Exhibitor is legally bound to assume full responsibility.

### 8 ADMISSION REQUIREMENTS

**8.1.** Eligible are all local, domestic and international solo artists, galleries and artist societies.

#### 8.2. ADMISSIBLE WORKS

- There are no restrictions as to the artistic form of exhibits.
- All forms and styles of visual, figurative and abstract art will be considered, regardless whether painting, graphic, drawing, sculpture, photography, mosaic or any other.
- Only originals will be considered – no reproductions.
- Original graphic works and limited editions welcome.

#### 8.3. NON-ADMISSIBLE WORKS

- Forgeries
- Damaged or revised work
- Obviously heavily restored works
- Multiples (non-limited and not numbered)
- Works of applied art, such as jewellery, design etc...
- Folk Art and tapestries

## 9 GUIDELINES FOR THE SELECTION PROCESS

The Event Organisers reserve the right of entry and participation. When selecting exhibits, the goal of the Organisers is to present a wide-ranging and harmonious mixture of different artistic forms and styles. This goal is obviously restricted by the available space. Exhibitors whose works have been rejected due to these restraints may have their work added to a waiting list, if they so wish. **It is anticipated that the selections will be completed by early May 2020.** In the case of non-conformity with the terms of admission, or any other major grounds for a breach of trust (eg insolvency, criminal activity....), the Organisers reserve the right to refuse admission/ participation. Should these grounds come to light later, after initial acceptance, the Organisers reserve the right to revoke the acceptance and end participation. The decisions of the Organisers in this regard are final and not subject to negotiation.

### 9.1. WAITING LIST

Applicants on the waiting list will be notified as soon as a space is free. Should the applicant turn down a place on the waiting list, or not accept the offer of a free space within 2 days, the free space will be offered to another applicant.

### 9.2. LIMITATION OF LIABILITY

The Organisers accept no liability for expenditures incurred by applicants relating to their applications. In the case of a failed application, neither the Event Organisers, their legal representatives nor any persons employed by them are legally responsible for applicants' losses, except in cases of gross negligence.

## 10. CONDITIONS

See Part 4.

## 11. ALLOCATION OF SPACES

The position and exact size of the booked stand will be decided by the Organisers. Applicants have no claim whatsoever to a particular position or size. An exchange of all or part of an allocated stand with another Exhibitor, or the sharing of a stand with an unauthorised third party is strictly forbidden. The allocation of a stand is in the first instance temporary, and the Organiser reserves the right to make alterations due to technical, or other, reasons.

## 12. CANCELLATION

The cancellation of a successful application is only possible under observance of the relevant statutory rules and regulations. The stand space must be paid in full, unless the Exhibitor finds a suitable replacement by 31. May 2020. In this case, the Exhibitor who wishes to withdraw must pay a forfeiture of 25% of the original stand price. An Exhibitor already in possession of stand space will not be accepted as a replacement. Should no suitable replacement be found, the Exhibitor must pay the full price for the stand, as well as all any costs applicable pertaining to the stand space.

### 12.1. CANCELLATION BY THE EVENT ORGANISERS

In the case of the Organisers finding themselves forced to cancel the Fair, all monies will be repaid in full to the Exhibitors.

## 13. TERMS OF PAYMENT

Upon acceptance, the Exhibitor will receive an invoice for a third of the standard amount due for the reserved stand. This amount must be paid immediately and in full. Invoices for the remaining two thirds will be sent in mid-June and again mid-July, and these amounts must be paid in full before the end of the corresponding month. Payments for additional services will be invoiced on receipt of the order, and must be paid immediately, and in full. Full payment of all invoices is a non-negotiable prerequisite for participation in the Art Fair.

### Bank Details:

Account Holder: MAIN ART GbR  
Sparkasse Aschaffenburg-Alzenau  
IBAN: DE46 7955 0000 0012 0996 44  
BIC: BYLADEM1ASA.

Should there be a query or any problem with an invoice, the Event Organisers must be notified within 5 working days. In the case of an invoice not being paid within 2 weeks (from date of invoice) a reminder will be sent. After a further wait of 2 weeks, an overdue notice will be sent, including an arrears fee and statutory default interest. If the invoice has not been paid after yet another 2 weeks, the Event Organiser is entitled to cancel the contract, which does not, however, necessarily release the Exhibitor from the financial obligations of the contract. Any lessening of contractual financial obligations can only be achieved through legally sound claims, made in writing, in sufficient time and explaining in detail the reasons. In addition, the Exhibitor can only make a claim for a reduction in the form of an independent counter-claim, and not connected directly with the invoice in question, unless the Exhibitors claim is an undisputed legally binding argument.

## 14. HEATING, CLEANING

All exhibition rooms in the castle are heated. Cleaning of the communal areas, the halls and gangways is the responsibility of the Event Organisers. Each Exhibitor is responsible for the cleaning of their own Stand space, and this must be seen to each day before opening time.

## 15. SECURITY, INSURANCE AND LIABILITY DISCLAIMER

During the Set Up, the duration of the Fair, and throughout the Disassembly, the Event will be guarded around the clock. The guarding and safety of the individual stands is however not the responsibility of the Organisers, and therefore they would like to stress urgently the importance of protecting valuable or sensitive works, and also having an adequate Exhibitor's Insurance.

The Event Organisers are merely responsible for damages verifiably caused by the Organisers themselves or persons directly employed by them. The Organisers accept no responsibility whatsoever for

The Organisers accept responsibility for dereliction of duty only in proven cases of wilful neglect.

In the case of personal injuries arising from carelessness, the Event Organisers accept responsibility only in the event of personal injuries or breach of fundamental contractual obligations where the Exhibitor normally could be expected to rely on the Organisers' observance of contractual obligations.

Except in cases of personal injury, compensation will not exceed the limits set out in the contract.

These provisions apply, regardless of the legal basis – whether it be this contract or other legal grounds.

In the case of Acts of Nature or other unforeseeable circumstances which might force the Event Organisers to alter or move all or parts of the exhibition area, to postpone, shorten or lengthen the Exhibition, or even to

damages caused by forces of Nature, other exhibitors or any third parties – and especially not in the case of robbery or loss of either the Exhibitors' works, packing materials or any objects or materials used at the stand. move the Exhibition to another location, the Exhibitor has no right to any form of compensation, nor a right to cancellation.

#### **16. ESCAPE CLAUSE**

Should a provision of this contract become void, this has no bearing on the rest of the contract.

In this case, the Organisers will replace the void provision with a financially and legally comparable one.

#### **17. ALTERATIONS TO THE CONTRACT**

Any changes or alterations must be made in writing.

#### **18. LOCUS AND PLACE OF JURISDICTION IS ASCHAFFENBURG.**