# Exhibitor Application and Contract

December 1 – 5, 2010

Art Miami LLC
3001 East Skyline Drive, Suite 108
Tucson, AZ 85718

Legal Name

Gallery Name (for advertising materials)

Director

Address

Assistant Director

City

State

Telephone

Zip/Postal Code

Country

Fax

E-mail

Web Address

**We understand that by providing this information Art Miami or Show Management will use my information for marketing the event.**

**This application/agreement (the agreement) when countersigned by both parties, becomes a binding agreement regarding participation in the contemporary art exhibition in Dade County, Florida known as Art Miami 2010 ("the exhibition") Application/agreements and proper application fees and deposit should be returned to Art Miami, LLC by June 1, 2010 at the address set forth on the signature page of this agreement. An application received after this date will not guarantee consideration by the selection committee or show management, or placement due to space availability. Art Miami will take place December 1-5, 2010 in the Midtown Arts District, 3101 NE 1st Avenue (Midtown Blvd) between NE 32nd & ME 31st Miami FL 33137.**

**WE PROPOSE TO EXHIBIT: Paintings ☐ Prints ☐ Video ☐ Installations ☐ Sculpture ☐ Photography ☐**

**Stand Request: Included in the stand cost: 12' (3.65 m.) high perimeter hard walls, 1 standard table with 2 chairs, booth signage, drayage, lighting as described below and two pages in the catalog. There are mandatory additional fees for additional stand lighting, additional walls, additional signage, special construction, rigging, miscellaneous electrical services, shelving, sculpture pedestals, sculpture drayage and labor furnished for exhibitor supplied materials. Labor can be provided at an additional charge. Minimal stand size is 300 sq. ft (27.9 sq. meter.) In addition to the booth fees, there is a mandatory cooperative advertising fee of $1,000.**

**APPROXIMATE BOOTH DIMENSIONS AND PRICING: Please indicate preferred booth size below.**

| | | | | |
|---|---|---|---|---|
| ☐ | 300 sq. ft./27.9m$^2$ | Includes 9 lights | $16,000 | $53.33 / sq ft |
| ☐ | 400 sq. ft./37.2m$^2$ | Includes 12 lights | $21,300 | $53.25 / sq ft |
| ☐ | 500 sq. ft./46.4m$^2$ | Includes 15 lights | $26,000 | $52.00 / sq ft |
| ☐ | 600 sq. ft./55.8m$^2$ | Includes 18 lights | $31,000 | $51.66 / sq ft |
| ☐ | 700 sq. ft./65.1m$^2$ | Includes 21 lights | $35,500 | $50.71 / sq ft |
| ☐ | 800 sq. ft./74.4m$^2$ | Includes 24 lights | $40,300 | $50.38 / sq ft |
| ☐ | 900 sq. ft./83.7m$^2$ | Includes 27 lights | $44,200 | $49.11 / sq ft |
| ☐ | 1000 sq. ft./93m$^2$ | Includes 30 lights | $48,100 | $48.10 / sq ft |
| ☐ | 1100 sq. ft./102.3m$^2$ | Includes 33 lights | $51,000 | $46.36 / sq ft |
| ☐ | 1200 sq. ft./111.6m$^2$ | Includes 36 lights | $53,500 | $44.58 / sq ft |

**Stand Size indicated on this application is an approximation. Final booth size may vary and depend on booth design and available exhibition floor space.** ***Final booth size will be charged using a pro-rated sq ft rate determined by the booth size (see pricing table above).***

BOOTH PLACEMENT: Art Miami, LLC does not guarantee requested booth placements and/or specific fair configuration. Art Miami reserves the right to make changes in booth assignments and/or fair configuration at any time. All booth placements and fair design are at the sole discretion of Art Miami, LLC.

**Proposed Exhibition**

1. Please submit a list of the artists you plan to exhibit at the fair.
2. Submit a CD-ROM with no more than 10 JPEG images of the artists you propose to exhibit, along with a Word document including the artists' biographical information and image details.
3. Please list your galleries fair participation history over the last three years.

**Deposit Requirements:**
Please remit a deposit of $500.00 USD per 100 sq. ft. (9.3m$^2$) and non-refundable application fee of $150 USD with the application. No application will be processed without the required deposit amount. Deposits are non-refundable unless Art Miami declines the application. U.S. checks should be made payable to Art Miami, LLC.
No foreign checks will be accepted.

Wire transfers - Please contact Art Miami, LLC, at (520) 529-1108 for wire transfer details.

**Credit Card Payment:** The fees set forth above reflect a **3% discount** for payments made via cash, checks or bank wire transfers. Payments made using credit cards are not entitled to the cash, check and bank wire transfer discount and the applicable fees will be recalculated accordingly. _____ **Initial** (Credit card deposits & associated applications require this for processing.)

**Credit Card Information**
Please charge the deposit & application fee of US $_____ ☐ MasterCard ☐ Visa ☐ American Express

Cardholder Number _____ Exp. Date _____ Security Code_____

_____ _____
Name on Card (print) Authorized Signature

_____ _____
Credit Card Billing Address Date

**APPLICATION AGREEMENT:**
1. This Exhibitor Application and Contract (this "Agreement"), completed in its entirety and accompanied by the requested information and materials, constitutes an application for exhibit space in Art Miami. It is subject to review and approval by Art Miami. All applications will be accepted or declined at the sole discretion of Art Miami.
2. Accepted applications will be countersigned after the selection process and dated by Art Miami to become a binding contract. Applications that are not accepted will be refunded the full deposit less the application fee of $150 USD.
3. All exhibitors agree to be bound unconditionally by the Art Miami Conditions of Participation.
If accepted, the balance of the booth cost shall be paid by Exhibitor in accordance with the assigned payment schedule and no later than 50% by Sept. 1, 2010 and the remaining balance by Oct.1, 2010. In the event Exhibitor fails to make such payments on schedule, Art Miami reserves the right to reassign Exhibitor's booth location and/or offer said booth location to other Exhibitors. Exhibitor shall remain fully responsible and liable for any and all obligations as set forth in this Agreement.
This Agreement between the above named exhibitor (herein called "Exhibitor") and Art Miami, LLC (herein called "ART MIAMI"), along with the Exhibitor Service Manual and the attached Conditions of Participation govern the terms and conditions of the parties' relationship.

I HAVE READ THIS AGREEMENT IN ITS ENTIRETY, including the Conditions of Participation, and agree to be bound by the terms and conditions herein.

Enclosed is our deposit of $ _____ for _____ square feet/m$^2$ to be applied toward the booth fees, plus our $150 USD application fee.

Authorized Signature _____ Date_____

The authorized signature acknowledges full agreement with the attached Conditions of Participation, and that he has carefully read the Conditions of Participation and fully understands its meaning.

**Application Deadline: June 1, 2010**
This Agreement shall not take effect and there shall be no obligation by either party unless it is counter-signed by Art Miami. It shall be effective on the date countersigned by Art Miami and such countersignature shall be deemed acceptance of the Exhibitor to Art Miami.

Accepted by Art Miami _____ Date _____

Please sign and date the application form and return to:
Art Miami, LLC• 3001 East Skyline Drive, Suite 108 • Tucson, AZ 85718
Tel: 520-529-1108• Fax: 520-529-1109• info@art-miami.com • www.art-miami.com

# CONDITIONS OF PARTICIPATION

1. **Definitions:** "Exhibitor' means the applicant identified on the front hereof; (b) "Show" means the specific expositions or conferences identified on the front hereof; (c) "Show Management" means Art Miami, its agents, employees and affiliates; (d) "Hall Management" means the owner or manager of the facility/land in which the Show is conducted, and its employees and agents; and (e) "Hall" means the facility in which the Show is conducted.

2. **Agreement:** This application, when properly executed by Exhibitor and upon written acceptance by Show Management, shall constitute a valid and binding license agreement. Show Management reserves the right to accept or refuse any application for participation in the Show in its sole discretion. Show Management reserves the right to interpret this Agreement and to adopt further regulations as may be deemed necessary by it for the general success of the Show, including the conditions, rules and regulations stated herein, in the Exhibitor Service Manual, Sponsorship Materials and in the Hall Management contract, to which Show Management is or will be a party, all of which are made a part hereof as though fully incorporated herein, and the Exhibitor agrees to be bound thereby.

3. **Use of Space:** Show Management reserves the right to decline, prohibit or expel any exhibit, or item or feature thereof which, in its judgement, is inappropriate or out of keeping with the character of the Show, this reservation being all inclusive as to persons, things, printed matter, product, conduct, sound level, etc. Exhibitor understands that only works approved by Show Management, in its sole discretion, may be exhibited at Art Miami. Works of art not approved by Show Management for any reason whatsoever may not enter or remain on the premises of Show, be advertised in connection with Show, or offered for sale in conjunction with Show.Distribution of advertising material and solicitations of any sort shall be restricted to the Exhibitor's booth. Exhibitor's exhibit or products may not extend beyond the limits of the Exhibitor's booth and no part of any exhibit or product may extend into any aisle. No Exhibitor shall arrange its exhibit so as to obscure or prejudice adjacent Exhibitors, as determined by Show Management. All demonstrations by Exhibitor must be located so that assembled crowds are within the Exhibitor's space and not blocking any aisle or neighboring exhibits. No Exhibitor shall assign or sublet or share any part of its assigned space without the prior written consent of Show Management. Any space not occupied by Exhibitor at the time set for completion of installation of displays will be reassigned at the discretion of Show Management, in which case all amounts paid or payable by Exhibitor will be forfeited unless special arrangements have been approved in writing by Show Management. There will be no co-Exhibitor without written approval from Show Management.

There will be a surcharge of $500.00 for each approved co-Exhibitor. Each co-Exhibitor is required to fill out and sign an Exhibitor License Agreement.

Exhibitor agrees to keep its exhibit open and staffed at all times during the Show hours. Failure to comply with the rules and regulations of this Agreement and as stated in the Exhibitor Service Manual will result in the alteration or removal of the booth at the Exhibitor's expense. Rental fees for services and exhibit space are not refundable. Exhibitors shall be bound by all pertinent laws, codes and regulations of municipal or other authorities, having jurisdiction over the Hall or the conducting of said exhibit together with the rules and regulations adopted by Hall Management. Certain additional charges may be required of each Exhibitor for extra wall construction, doors, booth lighting, additional signage and color catalog preparation. Service and administration charges are outlined in the Exhibitor Service Manual. All booth license and any supplemental charges must be paid in full by September 1, 2010.

Services included in Exhibitor's license fee are based on the particular Exhibit package option selected by Exhibitor. All standard allowances are determined solely by Show Management.

SPECIAL WALL ARRANGEMENTS & CUSTOM BOOTHS - The show shall have a uniform look. Any alterations in booth structure must be approved in writing by Show Management and will be at the expense of the Exhibitor. Request for additional wall partitions or special wall arrangements other than the standard amount furnished shall be submitted to Show Management no later than the scheduled dates, as outlined in the Exhibitor's Instructional Manual. All custom booths must be approved in advance by Show Management. Additional wall construction will incur an additional charge.

4. **Change of Space:** Show Management shall have the right, in its sole discretion, to change Exhibitor's space assignment after the acceptance of the Agreement if it is deemed to be in the best interest of the Show. In the event Show Management elects to exercise its right to change Exhibitor's exhibit space, Exhibitor will be notified of its newly assigned space. Show Management will make reasonable efforts to ensure that any reassignment will be to an exhibit space which is of the same general style and size as Exhibitor's original space. If a reduction in space to Exhibitor's exhibit space is, in Show Management's opinion, necessary, Exhibitor will be reimbursed on a pro-rata basis.

5. **Cancellation / Space Reduction:** In the event Exhibitor seeks to cancel this license for exhibition space, withdraw from the Show, or reduce its space requirements for the Show, Exhibitor acknowledges that Show Management would be harmed and suffer loss and that it would be difficult to determine the precise values for or amount of that harm. All cancellations, withdrawals or requests for reduction in space by Exhibitor must be in writing, by certified mail, return receipt requested. The date of cancellation, withdrawal or reduction in space, as applicable, shall be the postmark date on the notice. If Exhibitor cancels, withdraws or reduces its space requirements for the Show, Exhibitor agrees to pay on demand to Show Management the amounts set forth below if not previously paid by Exhibitor. Such payment shall be liquidated damages and not penalty, and the parties agree that such amounts constitute a reasonable provision for liquidated damages.

| Written Notice Given | Cancellation Fees | Space Reduction Fees |
|---|---|---|
| Deposits are non-refundable | | |
| 90 days or less prior to the show | 100% of total booth space cost | 100% of total booth space cost |

In the event of a space reduction, Exhibitor is responsible for the reduced space cost AND the space reduction fee set forth above. If a reduction of space is requested, Exhibitor's booth space on the Show floor may be moved in the sole discretion of Show Management. In the event Exhibitor fails to make any payments as contemplated herein, Exhibitor shall be deemed in default, and Show Management shall have the right to retain Exhibitor's deposit and all monies paid as Exhibitor's non-exclusive remedy, thereby reserving any and all rights under law including, without limitation, Show Management's right to collect the full amount set forth on the front hereof. In the event of default by Exhibitor, Show Management shall have the right but not the obligation, to license the subject Show space to another exhibitor prior to the Show without any rebate or allowance whatsoever to the Exhibitor and without in any way releasing said Exhibitor from any liability hereunder, and said Exhibitor expressly agrees to pay Show Management the full sum set forth on the front hereof. Exhibitor shall remain liable for the full balance under the terms of the Agreement together with all costs of collection including, but not limited to, all reasonable attorneys' fees, court costs and interest. Any deposit remitted will be credited toward full payment of the license fees. However, if Exhibitor has an outstanding balance from a previous Art Miami, LLC event or publication, such deposit and /or any payments received hereunder will be applied first to the oldest outstanding balance and the remainder to current license fees. Exhibitor remains responsible to pay the entire amount of this Agreement. Under no circumstances will payment balances be transferred to another event.

**Exposition Cancellation.** Under no circumstances will Art Miami or its agents or representatives be liable to Exhibitor for the fulfillment of this Agreement if non-delivery of the exhibit space is due to any of the following causes: by reason of fire, act of God, public enemy, terrorism, war or insurrections, strikes, the authority of the law, postponement or cancellation of the event/show or for any cause beyond the control of Art Miami. Exhibitor shall obtain, at its own expense, adequate insurance against any risk of loss associated with the event/show being cancelled, postponed, rescheduled, or relocated. In the event that the event/show is cancelled, postponed, rescheduled, or relocated for any reason beyond the control of Art Miami, Exhibitor shall remain liable to and shall pay Art Miami the full amount of the Exhibitor's unpaid booth and DVD catalogue cost, together with any additional amounts due from Exhibitor under this agreement. No refunds or credits shall be made by Art Miami or any of its agents or representatives in the event of a cancellation of the event/show for any circumstance beyond the control of Art Miami. **UNDER NO CIRCUMSTANCES WILL ART MIAMI OR ITS AGENTS OR REPRESENTATIVES BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, INTERRUPTION OF BUSINESS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM ANY BREACH OF THIS AGREEMENT, EVEN IF THE DAMAGED PARTY HAS ADVISED THE OTHER PARTY OF THE POSSIBILITY OF SUCH LOSS.**

6. **Insurance - MANDATORY** A. Exhibitor agrees to maintain insurance to fully protect Show Management and its affiliates, co-sponsors, service contractors and the Hall and Hall Management of the types and in the amounts set forth below from any and all claims, arising from Exhibitor's activities including, but not limited to, the installation, operation and dismantling of Exhibitor's display. The foregoing insurance requirement includes claims under the Worker's Compensation Act or for personal injury, death, or for damage to property. Exhibitor understands that neither Show Management nor the Hall maintains insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

B. The Exhibitor is responsible for any and all damages caused by Exhibitor or Exhibitor's agents, employees or guests. Exhibitor agrees to indemnify, defend and hold harmless Art Miami, LLC, its affiliates, subsidiaries, agents and employees from and against any liability for loss or damage of any kind which Exhibitor may directly or indirectly cause.

C. Exhibitors in the Show must carry: Statutory limits for workers' compensation coverage; and Commercial general liability, including products and completed operations, independent contractor's personal injury and blanket contractual liability insurance limits of at least $1,000,000 per occurrence, $2,000,000 aggregate. These coverages must be evidenced by a Certificate of Insurance, naming Show Management and the Art Miami Show as an additional iinsured, with a 30-day notice of cancellation provision to the holder. The Certificate of Insurance must be provided to Show Management no later than October 29, 2010.

7. **Available Services:** On behalf of the Exhibitors, Show Management has designated official Show contractors to provide the following: drayage, cartage, furniture, booth and floor decorations, signs, photography, telephone services, etc. Services of electricians, plumbers, carpenters and other labor will be available and charged for at the then prevailing rates. Contractors and rates will be listed in the Exhibitor Service Manual to be issued separately. Show Management assumes no responsibility or liability for any of the services performed or materials delivered by the foregoing persons, parties and organizations. Arrangement for these services and payments are to be made between Exhibitors and official Show contractors. Rules and regulations for union labor are made by the local unions and these regulations may be changed at any time. Where union labor is required because of hall or contractor requirements, exhibitor agrees to comply with the regulations.

8. **Protection of Facilities:** Nothing shall be posted on, or tacked, stapled, nailed, screwed, or otherwise attached to the columns, walls, floors, or other parts of the hall exhibit area without permission from the proper building authority. Fluids, caustic or staining, must not be used where they may damage floor coverings. Packing, unpacking and assembly of exhibits shall be done only in designated areas and in conformity with directions of Exhibition Management, the hall manager or their assistants. Exhibitor shall not deface, injure or mar in any manner the facilities at the Hall. Exhibitor shall not paint or apply any other permanent covering to any of the walls, floors, ceilings or other areas of the facilities at the Hall or its furnishings or fixtures. Exhibitor acknowledges that Show Management and Hall Management reserve the right to remove all persons and property from the facilities and premises not complying with Show Management or Hall Management rules without the necessity of or resorting to any legal proceeding.

9. **Installation and Dismantling:** Complete information, instructions and schedule of prices regarding drayage, labor for erecting and dismantling, electrical work, furniture, cleaning etc., will be included in the Exhibitor Service Manual. Such requirements shall be binding upon the Exhibitor as though fully set forth herein.

10. **Liability:** Show Management will not accept any responsibility for the safety or well being of any art, property, merchandise or materials consigned to or in the ownership of any Exhibitor during the Show. Show Management shall not be responsible for loss or damage to displays or goods belonging to Exhibitor or consigned to Exhibitor or otherwise brought to the Show by or on behalf of Exhibitor, whether resulting from fire, storms, water, acts of God, air conditioning or heating failure, theft, pilferage, acts of terrorism, mysterious disappearance, bomb threats or other causes. All such items are brought to the Show and displayed at Exhibitor's own risk, and should be safeguarded at all times. Exhibitor agrees that Show Management, Show Management's service contractors, the Hall and their representatives, employees and agents are not liable for any injury, loss or damage that may occur to Exhibitor, or to Exhibitor's employees, agents, guests or property from any cause whatsoever, prior to, during or subsequent to the period covered by this Agreement. Exhibitor assumes responsibility and agrees to indemnify, defend and hold Show Management, Hall Management, their affiliates and their respective employees and agents harmless from and

against any claims or expenses arising out of the (a) the execution of this Agreement, (b) the use of exhibition premises or (c) the acts, omissions or negligence of Exhibitor, its employees, agents or contractors, by reason of personal injuries, death or property damage or any other cause of action sustained by any persons or others. Exhibitor assumes all responsibility and liability for losses, damages and claims arising out of injury or damage to, or caused by, Exhibitor's displays, equipment, employees or representatives. In no event shall Show Management or any of its affiliates be liable for any special, incidental, indirect, punitive or consequential damages arising out of or in connection with this Agreement. The liability of Show Management and its affiliates and Exhibitor's remedy for any claim of loss or damage arising from or related to this Agreement, regardless of the form of action, shall be limited to one-half of the fees paid to Show Management hereunder.

11. **Exhibitor Move-In/Move-Out:** Movement of exhibits in and out of the Hall must be handled by official Show contractors. No exhibit will be allowed into or out of the Hall without an official clearance from Show Management. The Exhibitor must make its own arrangements for transportation of exhibits and packing materials. Show Management cannot accept or sign for exhibits on behalf of the Exhibitor. Move in and move out times and access outside of Show hours are limited to those described in the Exhibitor Service Manual. At such time after the close of the Show as Show Management may specify or upon sooner termination of this Agreement, all exhibits shall be removed and cleared from the Show space and vacant possession of the exhibit space shall be delivered to Show Management in as good and clean order and condition as it was when delivered to Exhibitor. Exhibitors will pay the cost of repairing any damage caused to the Hall facility by the Exhibitor and/or its contractors. Any property remaining after the last day designated by Show Management for it to be removed may be held or otherwise disposed of by Show Management or Hall Management at the Exhibitor's expense. No property may be removed from the Show before the Show ends.

12. **Safety:** All display materials used for decoration must be flameproof. All electrical equipment or devices used in or about an exhibit must be in good operating condition and able to pass fire and/or electrical inspections. Extra materials stored in exhibitor's booth space must not block access to the exhibit or cover electrical wires or outlets. Exhibitor shall cooperate responsibly with local ordinances and Hall Management rules regarding health, fire prevention and public safety. If inspection of an Exhibitor's booth discloses a failure to comply with any applicable law, code or regulation, or if Show Management determines that all or any part of an exhibit presents a fire hazard or other danger, Show Management may cause the removal of all or a portion of such exhibit at the Exhibitor's expense. Under no circumstances may the weight of any equipment or exhibit material exceed the Hall's maximum floor load. Exhibitor accepts full and sole responsibility for any injury or damage to property or persons resulting from failure, knowingly or otherwise, to distribute the load of its exhibit material in conformity with the maximum floor load specifications. Exhibitor acknowledges that Show Management and Hall Management reserve the right to remove all persons and property from the Exhibition Facility without the necessity of or resorting to any legal proceeding and at any time may eject unruly, disorderly or otherwise disruptive persons from the Hall, including the facilities licensed to Exhibitor and Exhibitor hereby waives any right or claim for damages in connection with the exercise by Show Management or Hall Management of this right.

13. **Security:** A 24-hour security guard service is provided to prevent entry to exhibit area by anyone not authorized by Show Management or not wearing proper badges for admission to such areas. The security guard service supplied does not guarantee Exhibitor against loss, neither does it imply an assumption of liability for Exhibitor's property by the Hall or Show Management. Merchandise security passes with an authorized signature and/or passes issued by Show Management must be utilized. The above is for the protection of the Exhibitor and shall not be construed as any guarantee or indemnification whatsoever to the exhibitor against loss or theft or otherwise, nor does it imply an assumption of liability by the Show, Show Management, the Hall or Hall Management with respect to Exhibitor's property.

14. **Attendance:** Show Management shall have sole control over admission policies at all times.

15. **Filming and Video Recording Rights; Electronic Messages:** From time to time, photographs, motion pictures and/or video recordings may be made in the Show facility, which recordings may include images of Exhibitor, its employees, agents and related merchandise and displays. Exhibitors may not hinder, obstruct or interfere in any way with such photography or recordings whether by Show Management or its agents, and hereby consent to Show Management's use of such recordings for commercial purposes. In connection with the other provisions of this paragraph, Exhibitor hereby grants Show Management a non-exclusive, royalty-free, revocable, non-transferable worldwide license (without the right to sublicense) to use Exhibitor's trademarks, service marks, logos, trade names, copyrighted content, hypertext links, domain names, icons, buttons, banners, graphic files and images. By providing Show Management the email addresses set forth on the first page of this Agreement, Exhibitor hereby consents to receiving unsolicited commercial e-mail messages from Art Miami, LLC , its affiliates and partners as well as third parties licensed to send such messages to Exhibitor by any of the foregoing.

16. **Exhibition Activities:** Exhibitor agrees not to schedule or conduct any outside commercial activity including, but not limited to, receptions, seminars, symposiums and hospitality suites before, during or after the Show, whether such activities are held at or away from the Hall facility, except with the written approval of Show Management.

17. **Errors and Omissions:** Exhibitor agrees that Show Management will not be liable in the event of any errors or omissions in the Show's DVD catalogue directory or in any related materials. Exhibitor acknowledges and agrees that Show Management makes no representation or warranties with respect to the number of exhibition attendees or the demographic nature of such attendance. The Exhibitor shall be responsible for the content of the entries and for any damages claimed through the publication thereof. Each Exhibitor receives 3 DVD catalogue images total; additional images available for additional fee. Exhibitors may be restricted to a maximum number of images in the DVD catalogue.

18. **Assignment:** This Agreement cannot be assigned, in whole or in part, without the written approval of Show Management. Show Management may assign this Agreement without the prior written consent of Exhibitor.

19. **Severability:** If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

20. **Costs, Expenses and Attorneys' Fees:** If either party commences any action or proceeding against the other party to enforce or interpret this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from the other party the actual costs, expenses, and attorneys' fees (including all related costs and expenses) incurred by such prevailing party in connection with such action or proceeding and in connection with obtaining and enforcing any judgment or order thereby obtained.

21. **Applicable Law and Venue:** This Agreement shall be governed by Arizona law without application of its conflict of laws principles. Any suit relating to this Agreement shall be instituted in a state or federal court in Arizona and the parties submit to the jurisdiction of any such court.

22. **Sponsorship Agreement:** All rules and regulations of all applicable sponsorship agreements and related materials are hereby incorporated into this Agreement.

23. **Americans with Disabilities Act:** Exhibitor acknowledges and agrees that, the Show and its booth will be a public accommodation as defined under Title III of the Americans with Disabilities Act ("ADA"). As a public accommodation, Exhibitor agrees that in connection with the Show, Exhibitor will: (i) provide, at its expense, any auxiliary aids and services as may be necessary to ensure effective communication with Exhibitor by attendees of the Show; (ii) assure, at its expense, that displays posted at or on Exhibitor's booth(s) are accessible to individuals with disabilities; and (iii) not discriminate or retaliate against any individual in violation of the ADA.

24. **Additions or Corrections:** Show Management may amend these terms from time to time in the best interest of the Show upon written notice to Exhibitor. Exhibitor agrees to accept notice of additions or amendments and to consider them as part of this Agreement.

25. **Authenticity:** Should the authenticity of any work of art be placed in issue during the course of the exposition, Show Management reserves the right to have said work withdrawn from the exposition unless the exhibitor can furnish a provenance suitable to Show Management in its sole discretion for the work in question. All such decisions are at the sole discretion of Show management. Exhibitor is strictly accountable for the authenticity of the works of art which are shown or sold at the Show. The Exhibitor shall indemnify and hold Show Management and Art Miami harmless against any claims whatsoever made with regard to the authenticity of any work, with regard to any misrepresentation or any irregularity made with respect to the sale of any artwork at the exposition, as well as any expenses incurred by Show Management, including attorney's fees. Exhibitors are required to abide by all copyright laws. No copyright infringing items may be sold or offered for sale at the show. The sale of copyright infringing items is a material breach of this agreement. Suspected infringing items are subject to seizure by management (in its sole discretion) and will be held for the duration of the show. Repeated violations of this prohibition are grounds for the closure of a booth. No refunds will be paid if a booth is closed for selling infringing works. Management will not be liable to Exhibitor for any refunds or in any other manner for the seizure of allegedly infringing works or the closure of a booth based on claims of copyright infringement. Exhibitor agrees to indemnify and hold management harmless from any damages, costs, expenses (including reasonable attorney fees), judgments and/or settlements which management incurs as a result of claims that Exhibitor is selling infringing items.

26. **Restrictions:** Signage for the Show must be show standard. No Exhibitor will be allowed to mount, display or post non-uniform signage without prior written approval. All furniture must be show standard. No additional furniture, displays, storage units or similar furnishings will be allowed without prior written approval. Lighting: All lighting must be show standard and approved by Show Management. No unapproved individual Exhibitor lighting systems will be permitted at the Show. Cinema, video, audio, non-approved printed material and posters are not permitted at the Show.

27. **General:** Special Exhibition badges must be worn by Exhibitor's staff. All verbal agreements, individual permits and special arrangements must be confirmed in writing. No food will be allowed outside the designated eating areas. Violation of the rules can lead to Exhibitor expulsion without refund. No signs or banners extending beyond the limits of an Exhibitor's booth will be allowed unless confirmed in advance and in writing by Show Management. Exhibitor must remain with all artwork and/or their freight until the designated shipper has removed same from premises.