

Serial No. _____

Exhibitor Application Form

Gallery Name	_____		
Address	_____	Telephone	_____
	_____	Fax	_____
	_____	Website	_____
City/State/Province	_____	Gallery Email	_____
Post/Zip Code	_____	Contact Person	_____
Country	_____	Contact Person's Email	_____

Prices and approximate stand dimensions

Please select a stand size charged at US\$500 per square meter for ART HK 10 and US\$450 per square meter for ART FUTURES (No VAT is payable).

- | | | |
|--------------------------|--------|-------------------------------|
| <input type="checkbox"/> | 20sqm | US\$ 9,000 (ART FUTURES only) |
| <input type="checkbox"/> | 25sqm | US\$ 12,500 |
| <input type="checkbox"/> | 40sqm | US\$ 20,000 |
| <input type="checkbox"/> | 60sqm | US\$ 30,000 |
| <input type="checkbox"/> | 80sqm | US\$ 40,000 |
| <input type="checkbox"/> | 100sqm | US\$ 50,000 |
| <input type="checkbox"/> | 120sqm | US\$ 60,000 |

Each Stand at the Fair includes

- 3.5m (11.5ft) walls painted white
- Name Board
- 1 spotlight for 3 linear meters
- Standard Hall Flooring
- Catalogue Entry
- Presence on ART HK 10 Website
- Exhibitor Passes and Preview Tickets
- Please note ART FUTURES stand walls are 3m (9.8ft) high

Selection Criteria

ART HK 10

Selection will be made on criteria of the curatorial strength of the gallery program and the prospective fit of the gallery with the fair audience. All applicants must present at least 3 exhibitions per year in their galleries.

ART FUTURES

ART FUTURES is open to applications from galleries who have been established for less than 5 years. Applications will only be accepted for single or two-artist presentations. Artists must be represented by the gallery.

Application Procedure

Please include the following with your application:

ART HK 10

- A list of artists represented by the gallery
- A list of exhibitions from 2009 and scheduled for 2010
- A brief profile of the gallery
- A list of artists to be presented at the fair
- 6 small jpegs (under 100Kb, 72 dpi each) 3 of recent exhibits and 3 of installation views.

ART FUTURES

- Artist(s) to be presented at the fair
- CV, artist's statement and exhibition history of the artist(s)
- A brief profile of the gallery
- 6 small jpegs (under 100Kb, 72 dpi each) of the artist(s) work

Applications can be either sent on disk or via email to applications@hongkongartfair.com

Please note that we are unable to return any support materials submitted.

Payment Timeline

20% deposit	within 28 days of receipt of notification from the Fair Management confirming your acceptance to the fair
40%	by 14th November 2009
Final 40%	by 14th February 2010

This application form does not form a binding Contract until the exhibitor has received written acceptance from the Fair Management. Written acceptance by the Fair Management may be communicated to the applicant by first class post, airmail or courier to the address set out above, or by fax to the fax number set out above, or by e-mail to one or more of the e-mail addresses set out above. The decision of the Selection Committee is final and unsuccessful applicants will have no right to make a claim against the Fair Management in respect of the Selection Committee's decision.

Upon notification of acceptance of the application, a contract will be formed between Asian Art Fairs Ltd., the organiser of ART HK 10, and the applicant gallery and payment for the first instalment of the Fee for the Stand will be due within 28 days from the notification.

Participation in the Fair is subject to this application form and the attached terms and conditions. Please sign below to acknowledge the acceptance of the terms set out in this application form and the attached terms and conditions.

Signature _____ Print Name _____ Date _____

Please return applications to:

Exhibitor Applications: ART HK10, Asian Art Fairs Ltd., Suite 1905 Lippo Centre Tower 2, 89 Queensway, Admiralty, Hong Kong
Fax: +852 2918 8794 Email: applications@hongkongartfair.com



**HONG KONG
INTERNATIONAL
ART FAIR**
香港國際藝術展

HONG KONG CONVENTION
AND EXHIBITION CENTRE
27-30 MAY 2010

ASIAN ART FAIRS LIMITED TERMS AND CONDITIONS OF PARTICIPATION IN ART HK 10

1 DEFINITIONS

1.1 In these Terms, the following words will have the following meanings:

"Exhibitor Application Form" means the form overleaf;
"Exhibition" means the exhibition referred to overleaf;
"Fee" means the aggregate amount to be paid by the Exhibitor to the Organiser for the Space as shown overleaf;
"Exhibitor" means the company, person, organisation or other entity identified overleaf as the party making the application for Space at the Exhibition;
"Exhibition Manual" means the handbook to be produced by the Organiser containing such regulations as may deem reasonable to the Organiser relating to the Exhibition, the Venue and the Exhibitor's attendance and conduct at the Exhibition;
"Organiser" means Asian Art Fairs Limited and its successors and assigns;
"Space" means the area of the floor space at the Exhibition licensed by the Organiser to the Exhibitor;
"Stand" means any structure, platform or other erection located in the Space for the Exhibitor's purposes at the Exhibition;
"Terms" means these terms and conditions together with the contents of the Exhibition Manual; and
"Venue" means the events location where the Exhibition takes place;

1.2 References to Clauses shall be to clauses of these Terms.

2 AGREEMENT

2.1 These Terms shall govern the provision of the Space by the Organiser to the Exhibitor to the exclusion of any other terms and conditions.

2.2 A binding contract shall come into existence between the Exhibitor and the Organiser on acceptance of the Booking Form in writing by the Organiser.

2.3 No changes to these Terms shall be valid unless in writing and signed on behalf of authorised representatives of both the Exhibitor and Organiser.

3 FEE

3.1 The Exhibitor shall promptly pay for the Fee by instalments (if any) as shown on the Exhibitor Application Form.

3.2 The Exhibitor shall in addition to the Fee promptly pay for all amounts of charges relating to the Exhibitor's participation in the Exhibition in accordance with the Exhibition Manual or in respect of all goods and services supplied at the request of the Exhibitor.

3.3 The Fee is payable without any deduction, withholding or set-off whatsoever.

3.4 If the Fee is not paid when due in accordance with the Exhibitor Application Form, then without prejudice to the Organiser's other rights or remedies:

3.4.1 the Exhibitor shall be liable to pay interest on the overdue amount at an annual rate of 4% above the best lending rate adopted by the Hong Kong & Shanghai Banking Corporation Ltd. from time to time, such interest to accrue on a daily basis from the date on which payment becomes overdue until the date the payment is made; and

3.4.2 the Exhibitor shall be liable for the Organiser's incidental costs of collection and recovery of amounts due, including but not limited to solicitor's costs and disbursements on a full indemnity basis before and after commencement of legal proceedings.

4 CANCELLATION AND REDUCTION OF SPACE

4.1 Subject to this Clause, the Exhibitor may, by notice in writing delivered to the Organiser by recorded delivery to the Organiser ("the Cancellation Notice"), cancel its booking and liquidated damages (and not penalty) by way of cancellation fees shall be payable by the Exhibitor in accordance with Clause 4.4.

4.2 Subject to this Clause, the Exhibitor may, by notice in writing delivered to the Organiser by recorded delivery ("the Reduction Notice"), apply to reduce the size of the Space. The Organiser shall, in its sole discretion and without assigning any reason, elect whether or not to accept the Reduction Notice.

4.3 In the event that the Organiser accepts the Reduction Notice, the booking of such Space which forms the subject of the Reduction Notice shall be deemed to be cancelled and liquidated damages (and not penalty) by way of cancellation fees shall be payable by the Exhibitor in accordance with Clause 4.4.

4.4 Upon cancellation in accordance with Clause 4.1 or reduction of the Space in accordance with Clause 4.2, the cancellation fee payable by the Exhibitor to the Organiser will be as follows:

Cancellation Date	Cancellation Fee
On or before 1st October 2009:	35% of the Fee
Between 2nd October and 31st December 2009:	50% of the Fee
Between 1st January and 28th February 2010:	80% of the Fee
From 1st March 2010:	100% of the Fee

4.5 Upon accepting the Cancellation Notice or Reduction Notice, the Organiser may resell or re-allocate the cancelled Space, without any obligation to refund any cancellation fees or account to the Exhibitor for the income from reselling or re-allocating the cancelled Space.

5 OCCUPATION OF SPACE

The Exhibitor shall occupy the whole of its allocated Space at the commencement of the Exhibition and for the entire duration of the opening hours of the Exhibition.

The Exhibitor shall not sub-let, share or part with occupation of the Space or any part of it.

The Exhibitor shall occupy the Space as the Organiser's licensee and shall not obtain any right of exclusive possession or occupation of or any proprietary interest in the Space.

The Exhibitor's Stand shall be constructed in accordance with the regulations set out in the Exhibition Manual. The Exhibitor shall comply with all instructions of the Organiser and/or its agents in respect of the construction of the Stand.

The location of the Space shall be provisional and subject to change prior to the Exhibition. The Organiser shall be entitled to relocate the Exhibitor's Space at any time prior to the Exhibition and, if necessary, reduce the Space allocated provided that a rebate of the Fee is granted to the Exhibitor pro rata to the reduction of the Space.

The Exhibitor shall vacate the Space at the end of the period of the Exhibition or otherwise in accordance with the Organiser's request. In the event that the Exhibitor fails to vacate the Space, it shall indemnify and keep indemnified the Organiser against any losses, costs incurred as a result of the Exhibitor's failure to vacate.

6 EXHIBITOR'S OBLIGATIONS

The Exhibitor shall not supply from the Stand or elsewhere at the Exhibition any food, drink or tobacco.

At the Exhibition the Exhibitor shall only conduct its business from the Stand and may not display or distribute its promotional publication or article of any kind other than from the Stand.

The Exhibitor shall observe and comply with the Exhibition Manual at all times.

The Exhibitor shall comply with and observe all laws and regulations relevant to his use of the Stand during the Exhibition, including but not limited to the house rules of the Venue, the laws governing intellectual property and other third parties' interest, and the Control of Obscene and Indecent Articles Ordinance, Cap. 390 of the Laws of Hong Kong.

The Exhibitor shall indemnify the Organiser and hold the Organiser harmless against all loss, damages, claim and costs resulting from the Exhibitor's use of the Space and the acts and omissions committed by the Exhibitor and its agents, servants and invitees.

7 LIABILITY AND INSURANCE

7.1 Subject to Clause 7.3, the Organiser shall not be responsible for:

7.1.1 the theft, damage and safety of all goods, decorations and other items brought into the Venue by the Exhibitor, its agents, employees or sub-contractors; or

7.1.2 the supply to the Exhibitor of any goods or services any third parties at the Exhibition, including the operator and owner of the Venue, designated contractors and the Organiser's contractors.

7.2 Although all reasonable precautions shall be taken, subject to Clause 7.3, the Organiser's liability shall be limited as follows:

7.2.1 the Organiser's maximum aggregate liability under or in connection with these Terms shall not exceed the total amount of the Fee actually paid by the Exhibitor; and

7.2.2 the Organiser shall not be liable for any loss of income or profits, loss of contracts or for any indirect or consequential loss or damage of any kind howsoever arising.

7.3 Nothing in these Terms shall exclude or in any way limit the liability of the Organiser for fraud or for death or personal injury caused by its negligence, or for any other liability to the extent that the same may not be excluded or limited as a matter of law.

7.4 The Organiser shall not be liable for any delay or damage or loss caused by any act of God, terrorist activity, political unrest, riot or other event, fact or circumstance beyond the Organiser's reasonable control.

7.5 The Exhibitor shall take out and maintain adequate insurance which shall not entitle the insurers to exercise any subrogation rights against the Organiser and the Exhibitor shall on demand provide sufficient evidence of such insurance to the Organiser. Without prejudice to the foregoing provisions in this Clause 7, in the event of the Organiser having any liability, the claimant shall first of all recover or procure to be recovered the money payable by the insurers under the insurance policies between the insurers and/or all relevant parties relating to the subject matter or event from which the Organiser's liability arises and the claimant's claim against the Organiser is limited to the extent that the money paid and/or payable by the insurer under such insurance policies is not sufficient to reasonably compensate the claimant.

8 TERMINATION

8.1 The Organiser may terminate this agreement forthwith by notice in writing to the Exhibitor or exclude the Exhibitor from the Exhibition, if the Exhibitor:

8.1.1 commits a material or persistent breach(es) of any these Terms and, having received from the Organiser a notice giving full particulars of the breach(es) and requesting that the same be remedied, has failed to remedy such breach(es);

8.1.2 becomes insolvent, enters into liquidation or bankruptcy, passes a resolution for its winding up, has a receiver or administrator appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt; or

8.1.3 ceases, or threatens to cease, to carry on business; and

8.1.4 in the course of preparation for the Exhibition or during the Exhibition, acts in violation of law, including but not limited to performing any act or committing any omission which is or is likely to be in violation of the intellectual property rights or other third parties' interest and the Control of Obscene and Indecent Articles Ordinance, Cap. 390 of the Laws of Hong Kong.

8.2 In the event that the Organiser exercises its right to terminate this agreement, the licence by the Exhibitor over the Space will cease and the Exhibitor shall pay to the Organiser liquidated damages (and not as penalty) as follows:

Date of Termination	Liquidated Damages Amount
On or before 1st October 2009:	35% of the Fee
Between 2nd October and 31st December 2009:	50% of the Fee
Between 1st January and 28th February 2010:	80% of the Fee
On or after 1st March 2010:	100% of the Fee

8.3 The Organiser shall be entitled to remove any person or thing or exclude the Exhibitor from the Venue in the event that the Organiser considers such removal or exclusion to be in the interests of the Exhibition, the Venue or the other exhibitors or visitors at the Exhibition. In such event, the Fee shall be forfeited to the Organiser as liquidated damages (and not as penalty).

9 COMPLIANCE WITH LAWS AND REGULATIONS

9.1 The Exhibitor shall comply with all applicable laws, regulations and codes of practice relating to the Exhibition and the Exhibitor's attendance at the Exhibition, including without limitation, all fire and safety regulations, Control of Obscene and Indecent Articles Ordinance, Cap. 390 of the Laws of Hong Kong, the rules and regulations set out in the Exhibition Manual and any additional rules imposed by the operator or owner of the Venue or the government.

9.2 All materials used for building, decorating and covering the Stand or forming part of the Stand must be non-flammable.

9.3 No explosives, detonating or fulminating compounds or other dangerous materials shall be brought into the Exhibition by or on behalf of the Exhibitor.

10 LAW AND JURISDICTION

10.1 These Terms shall be governed in all respects by the laws of Hong Kong and the courts of Hong Kong shall have exclusive jurisdiction to deliberate any disputes between the parties.

11 NOTICES

11.1 Save in relation to Clause 4, all notices and other communications served pursuant to or in connection with these Terms shall be sent by first class post, airmail, courier or fax to the address as specified overleaf for each party or to such other address as either party may notify for such purpose.

11.2 Subject to Clause 4, notices shall be deemed served in accordance with the following:

11.2.1 if sent by first class post to an address within Hong Kong, two working days after posting and if sent elsewhere, seven working days after posting;

11.2.2 if sent by courier, on confirmed delivery; or

11.2.3 if sent by fax, on confirmation of transmission.

12 GENERAL

12.1 The failure of either party to enforce any terms of or right arising pursuant to these Terms does not constitute a waiver of such term or right and shall in no way affect that party's right later to enforce or exercise the term or right.

12.2 The invalidity or unenforceability of any term of or right arising pursuant to these Terms shall not adversely affect the validity or enforceability of the remaining terms and rights.

12.3 These Terms constitute the entire agreement and understanding between the parties with respect to its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing, with respect to the same. No representation, undertaking or promise whether, without limitation, relating to location of the Space, visitor or exhibitor attendance figures or otherwise, shall be taken to have been given or be implied from anything said or written in communications between the parties prior to these Terms, except as set out herein. Neither party shall have any remedy in respect of any untrue statement made to it upon which it has relied in entering into these Terms (unless such untrue statement was made fraudulently) and that party's only remedies shall be for breach of contract as provided in these Terms.

12.4 Subject to the definition of "Organiser" pursuant to which it is intended to confer a benefit on the named third parties, nothing in these Terms shall confer on any third party any benefit or right to enforce any of the Terms whether pursuant to any statute or otherwise.