



**APPLICATION FORM FOR INCLUSION IN ART FAIR 2010 RDS**

Name of Artist/Gallery/Publisher:

Website:

Contact:

Phone:

Email:

Payments Contact:

Vat #:

Address:

Directors of Organisation (where applicable):

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Gallery objectives (where applicable), with details of programme 2009 and 2010:

Participation in previous art fairs:

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Proposed artists to be shown in Art Fair 2010 RDS (if a Gallery):

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Visual Documentation - 3 images from type of work to be shown in Art Fair 2010 RDS:

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Preferred Stand Specification m<sup>2</sup>:

Minimum

Maximum

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I/we certify that (1) my/our tax affairs are up to date at the time of application and that should documents as listed in the terms and conditions be required they will be presented and (2) I/we have read, understood and agree to the terms and conditions attached hereto.

The information above is guaranteed true and accurate.

Signature:

**Name:**

**Position (where applicable):**

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**SUMMARY TO BE FILLED IN BY ARTIST, GALLERY, PUBLISHER**

Name

Billing address

Gallery History / Exhibitions

Proposed Artists to be shown in Art Fair 2010 RDS

If Artist, titles of Proposed works if available:

Participation in previous Art Fairs:

Images (eg indicate if slides, dvd)

Booth Specification: 1)

2)

3)

See floor plan attached with accompanying email

**All Applicants should read the Terms and Conditions of participation attached with this Application Form. By applying for Art Fair 2010 all applicants agree to be bound by the Terms and Conditions overleaf and to abide by the rules and regulations stated therein.**



The Royal Dublin Society (RDS) is pleased to announce that it will build on the success of Art Fair 09, with **ART FAIR 2010 RDS** which will take place from **5-7 November 2010**.

Much of the response from last year's fair was favourable. Following these positive comments, substantial market research and consultation in the Arts sector, it has been decided that new aspects to the Fair will include a curatorial approach with particular reference to display and presentation, which will favour professional Artists in Fine Art disciplines exhibiting their work for sale to the public. The RDS will aim to establish an exhibition and fair of coherent display that enables prospective buyers to see the work in maximised circumstances, with a selection procedure that rules in clarity and professionalism.

Additional elements such as exhibition and display of further art works to attract a wider audience will be hosted over the weekend, to take place adjacent to the Art Fair 2010 RDS.

An area for VIPS and Artists will be made available off the Main Hall over the course of the Fair, where a relaxed atmosphere can help discussions to take place.

While selection is competitive to some extent, it is understood that the actual works to be displayed might not be available yet. It is hoped that Artists will provide as much information as possible about the types of works to be displayed at the Fair so that the selection procedure will allow for as many positive choices as possible. In the event of over subscription, a waiting list will be constructed fairly and appropriately in line with the selection procedure. This selection criteria is based on the provision of an optimum experience for exhibitors and visitors.

The Art Fair Co-ordinator and Curator will help to supervise the installation of the shell scheme and the display of the works.

A substantial marketing and publicity campaign will accompany the Art Fair. The catalogue, marketing and press will commence in good time to maximise the experience for visitor and exhibitor alike.

The RDS looks forward to welcoming you to the Art Fair 2010 RDS.

For information:  
Emma O'Brien  
Art Fair Co-ordinator  
RDS  
Ballsbridge  
Dublin 4  
Tel: 01 2407921  
Email: [artfair@rds.ie](mailto:artfair@rds.ie)

These terms and conditions apply to the organisation and the participation of artists, galleries or publishers (**Exhibitors**) in the art fair and exhibition (known as Art Fair 2010 RDS) to be held at the Main Hall, RDS, 5-7 November 2010 (**Art Fair**) to the exclusion of any other terms that the Exhibitor may seek to impose. No contract shall come into existence until the Royal Dublin Society, Ballsbridge (**RDS**) confirms that the applicant Exhibitor has been successful and the submission of the application shall be deemed to be an offer to participate in the Art Fair by the Exhibitor.

## **1.- ORGANISATION**

1.1 RDS will appoint an Art Fair panel, composed of the curator of RDS (**Curator**), the Art Fair Co-ordinator of RDS and an art expert, to select the participants at the Art Fair (**Panel**).

The Panel shall evaluate the applications of each Exhibitor having regard to the following criteria:

- 1.1.1 Professionalism and commercial practice in the case of artists and galleries;
- 1.1.2 Quality of exhibitions, or the quality and distribution of its editions, in the case of publishers;
- 1.1.3 Quality of display of artworks to be shown in the allotted space.

1.2 The Panel's selection shall be based, primarily, on the images submitted with the Exhibitor's application which should broadly represent the proposed artworks for display at Art Fair. For the avoidance of doubt, whilst the Panel shall have regard to the criteria set out above, the selection of successful Exhibitors by the Panel shall be at the Panel's sole discretion. The Panel shall be under no obligation to give reasons for any refusal of any Exhibitor's application to Art Fair.

1.3 Once the successful Exhibitors have been selected and display areas are assigned, RDS shall draw up a plan of the halls showing the location of each Exhibitor's assigned display area. The Exhibitor shall be informed of its allocated display area and shall be provided with a map of the Art Fair area in advance.

1.4 RDS reserves the right at its sole discretion and without consultation with the Exhibitor, to modify the location, dimension or shape of any display area, when the concept, configuration, or distribution of the overall exhibition space so requires. However, every effort will be made to accommodate preferences for Exhibitors unless such preferences prejudice the overall display.

Each Exhibitor shall be informed of its stand assignment with a copy of the map of the entire Fair, indicating its exact location.

## **2.- HOW TO APPLY & ACCEPTANCE OF THE RULES**

2.1 The presentation of an application for participation in Art Fair confirms the complete and unconditional acceptance of these terms and conditions.

2.2 **To apply**, the Exhibitor should send **three images of work** either in hard copy or electronically in the style of the work it hopes to display, **an up-to-date CV**, indicating the participation at previous art fairs as well as exhibitions, and an indication of the size of stand preferred with the optimum floor position requested, with a second and third preference along with the attached **application form**. **Any publicity slides or printed material associated with the artwork would be welcome, but can only be returned with a stamped addressed envelope**. Each application

must enclose a cheque in the amount of 50% of the Price (**Deposit**). The Deposit will be lodged only after acceptance of a successful application by the Panel. All cheques received by unsuccessful applicants will be returned as soon as reasonably possible thereafter.

*NO ORIGINAL ARTWORKS SHOULD BE SENT BY POST, AND THE RDS ACCEPTS NO RESPONSIBILITY FOR DAMAGE IN TRANSIT.*

### **3.- PRICE**

3.1 The Exhibitor shall pay to Art Fair €220 per square meter of floor space (plus VAT) allotted to each Exhibitor for the purposes of displaying their works (**Price**). The Deposit payable upon application should be based on the assumption that the Exhibitor will be allotted the maximum square meterage applied for in their application.

3.2 In the event that the applicant Exhibitor is successful but is not allotted the square meterage applied for, Art Fair shall reimburse the Exhibitor in respect of any overpayment made.

3.3 Where an applicant Exhibitor is successful and fails to pay the balance of the Price under these terms and conditions or commits a material breach of these terms and conditions, the entire Deposit paid by the Exhibitor shall be non-refundable together with any other sums paid in respect of the Price and RDS may refuse to allow the Exhibitor to participate in the Art Fair.

3.4 Time for payment of the Deposit and the balance of the Price shall be of the essence.

### **4.- OBJECTIVES**

In consideration of the payment of the Price in accordance with these terms and conditions, Art Fair shall provide:

4.1 Shell scheme (wall marked by the thick black lines on the floor plan which will be decided by RDS after all applications have been processed).

4.2 Lighting provision being 2 spotlights per 4 metres square and increases according to a diminishing scale.

4.3 Gallery name display (where applicable).

4.4 Floor covering.

4.5 4 Exhibitor passes.

4.6 Inclusion in Art Fair guide publication.

4.7 Gallery profile (where applicable) plus images on the planned dedicated website.

4.8 50 complimentary Art Fair invitations, Preview and VIP invitations (to be confirmed subject to overall capacity).

4.9 Access to the VIP areas.

4.10 Complimentary packing services.

4.11 Other services can be arranged at an additional cost such as lighting, electrical sockets, telephone, catering, internet connection.

### **5.- CONDITIONS FOR PARTICIPATION**

5.1 Applicants should fill out the application form attached with the requisite visual documentation.

5.2 Upon acceptance of a successful Exhibitor's application, RDS will furnish according to the law of the Republic of Ireland a list of Exhibitors participating at the Art Fair to the Revenue. Assuring proper order in their tax affairs, the Exhibitor accepts the following:

- 5.2.1 That the RDS is absolved of any responsibility for tax collection and payment, and that each Exhibitor is solely responsible for the proper payment of all taxes and expenses arising from their participation and conduct of business at Art Fair.
- 5.2.2 That the Exhibitor is licensed to sell work at the Art Fair, and that evidence of appropriate documentation certifying this will be available.
- 5.2.3 All administrative documentation and proof of compliance presented by the Exhibitor shall be in English.
- 5.2.4 Payment of the Price in full shall be made **by Friday 10 September 2010**.

5.3 Applications should be sent in writing to Emma O'Brien, Art Fair Co-ordinator, RDS, Ballsbridge, Dublin 4 or by email to [artfair@rds.ie](mailto:artfair@rds.ie) before **Monday 17 May 2010**. Once the Application is received, under these terms and conditions the applicant Exhibitor shall be informed in writing of the decision made by the Panel in the week beginning **21 June 2010**.

## **6.- SELECTION AND PARTICIPATION**

6.1 In the event that there is insufficient space available at the Art Fair for all applicant Exhibitors that the Panel deems to have met the selection criteria, those Exhibitors who are not successful will be added to a waiting list, and be granted access to a stand at the Art Fair whenever there is a withdrawal, in strict ranking order to be decided by the Panel at its sole discretion.

6.2 Those applicants who have not been selected will be notified by correspondence or email.

6.3 The Exhibitor, through its authorised representative(s) where applicable, agrees to assume the obligation on its own behalf and that of its employees to abide by these terms and conditions.

## **7.- EXHIBITOR OBLIGATIONS**

7.1 The Exhibitor shall provide (in clear, readable and typed text) display labels for all art works on their stand indicating: artist's name, title, date, technique, edition number, medium, measurements, and any other data facilitating the artwork's identification.

7.2 The Exhibitor shall at all times comply with the instructions of RDS to ensure compliance with the health and safety procedures and policies of RDS in force from time to time.

## **8.- ARTWORKS TO BE SHOWN**

Each Exhibitor may present artworks in diverse media, including:

- a) Oil paintings, watercolours, pastels, drawings;
- b) Graphic and original multiples;

- c) Original sculptures (posthumous copies made from original moulds should be labelled as such) and installations;
- d) Photography, video, digital and electronic art.

## **9.- INSPECTION OF THE ARTWORK ON DISPLAY**

9.1 The Exhibitor shall at all times act in good faith to ensure it complies with these terms and conditions and that the Art Fair standards of excellence are upheld. RDS shall act in good faith at all times to the Exhibitor and shall where possible assist the Exhibitor with its display. This assistance is given in order to supervise and control compliance with the present rules, as well as to verify that the design, presentation, and set-up of the stand is in accordance with the objective criteria and spatial conception of Art Fair for optimum display conditions to be determined by RDS.

9.2 In the event that RDS determines that any item(s) on display is not suitable, appropriate or permitted, or determines that the layout or content of any display should be altered, the Exhibitor shall remove such items or alter the display, as instructed, on demand.

9.3 Failure to comply with this clause 9 may result in the exclusion of an Exhibitor from the Art Fair or from future art fairs organised by RDS.

## **10.- INSURANCE**

10.1 Each Exhibitor shall affect their own comprehensive insurance and shall, if required to do so by RDS, provide evidence of such cover of a satisfactory level to RDS.

10.2 The Exhibitor shall be responsible for all claims arising in connection with the erection, maintenance and dismantling of the Exhibitor's stand and anything permitted, omitted or done thereon by the Exhibitor or any contractor, subcontractor, servant, agent, licensee or invitee of his or the act, omission or neglect of any such person or by equipment, machinery or other article or thing of the Exhibitor in the possession of or use of the Exhibitor or any servant or agent of his and the Exhibitor will indemnify RDS in respect of all claims, actions, losses, damages, liabilities, demands, costs and expenses (including without limitation any necessary legal expenses) of any kind whatsoever arising out of or in any way connected with such claims .

10.3 Nothing in this clause 10 shall be deemed to constitute an indemnity in respect of any claim arising as a result of the negligence of RDS, its servants or agents.

## **11.- CATALOGUE**

Art Fair shall produce an official catalogue, in paper format, in which each Exhibitor shall include current details under the conditions detailed in the application form. The Exhibitor shall contribute to the quality of this publication by providing the graphic and written material necessary for guaranteeing its quality and accuracy. The Exhibitor shall comply strictly with the deadlines for reception of this material which will be communicated to the Exhibitor. Failure to comply with this clause 11 may result in the exclusion of the Exhibitor from the Art Fair.

## **12.- PRESS OFFICE**

The Press Office's mission is to present information regarding the Exhibitor to the daily and specialised press. Each Exhibitor should therefore provide wide-ranging, accurate information, as well as high-quality graphic material, which may be requested of it.

## **13.- PARTICIPATION OF GALLERIES IN CURATED PROGRAMMES**

In its sole discretion, RDS may admit as participants in Art Fair those Exhibitors selected by curators appointed for this purpose, and whose objective is to promote the presence programming that is highly interesting to collectors and museums. This selection shall be approved by the Panel.

## **14.- PARTICIPATION OF OTHER INSTITUTIONS, PUBLICATIONS AND ART AND CULTURE MAGAZINES**

In its sole discretion, Art Fair may admit as participants those institutions that are known for their commitment to promoting and collecting contemporary art, as well as a selection of publications and art and culture magazines.

## **15.- LIMITATION OF LIABILITY**

15.1 The total liability of RDS to an Exhibitor in respect of (1) any breach of contract or (2) any representation, statement or tortious act or omission (including negligence) arising in connection with these terms and conditions, shall not exceed the Price paid by such Exhibitor to RDS.

15.2 Nothing in these terms and conditions limits or excludes the liability of RDS:

- (a) For death or personal injury resulting from negligence; or
- (b) For any damage or liability incurred by the Exhibitor as a result of fraud or fraudulent misrepresentation by RDS.

15.3 RDS shall not be liable for loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of goods, loss of contract or loss of use suffered by any Exhibitor.

## **16.- COPYRIGHT**

The Exhibitor warrants that all work or examples of work submitted with its application or displayed or sold at the Art Fair is owned exclusively by it or that it has all necessary consents or licences to display and/or sell all such work at Art Fair. RDS shall be entitled to require evidence of such ownership/licence and failure to provide such evidence may result in the exclusion of the Exhibitor from Art Fair.

## **17.- FORCE MAJEURE**

Neither party shall be in breach of these terms and conditions nor liable for delay in performing, or failure to perform, any of its obligations under these terms and conditions if such delay or failure result from events, circumstances or causes beyond its reasonable control.

## **18.- FINAL PROVISION**

RDS shall not be held responsible for the opinions declared by the Panel or by any of its members, either before or after the meeting deciding on admissions, in relation to any of the applications presented.