



The Royal Dublin Society (RDS) has embarked on an original project **Collective Contemporary Art: RDS (CCA: RDS)**, drawing on its long history in pioneering new forms of organization and presentation in cultural life, in the initiation of this Arts arena for the following activities:

- exhibition and sales of Contemporary Art by Artists directly to the public in a selected and curated exhibition
- showcasing Artists working professionally in Ireland and abroad who do not have continuous and exclusive gallery representation to collectors, galleries and Arts sector interested parties
- hosting collections with works seldom seen by the general public
- working with the RDS Foundation and excellent Taylor Art Awards
- development of a programme of educational and hands-on talks and workshops demonstrating that the Arts is an accessible dimension of life in Ireland today through a vibrant and colourful Contemporary Visual Arts culture
- Working with arts agencies to develop the audience and the role of the collector
- Working to enable Dublin to be a destination for art lovers and attractive to Dublin and Irish tourists

This project, **Collective Contemporary Art: RDS (CCA: RDS)**, will feature 120 artists, 2 exhibitions and a programme of talks and workshops. The CCA: RDS will be selected by an international panel from applications on criteria based on quality, exhibition track record and professionalism. The theme of the exhibition will be A WAY OF COLLECTING (working title), which will be curated by Helen Carey, and will be installed in the Industries hall of the RDS, 5-7 November 2010.

It is intended that audience will be comprised of gallerists, curators, art lovers and many who travel to these events from outside of Ireland. However, very importantly it is also meant for the Irish public to see the work of Artists who are seldom presented to the public because they are unrepresented and often their activity does not fit the commercial sphere.

The associated programme of talks and workshops will address the aspects of exhibition with discussions around collecting, display, exhibition, artistic practice as a curator and as an artist. It is hoped that this new arena will add something to the already rich landscape of Irish Art for the artist and public alike

For information:

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APPLICATION FOR INCLUSION IN COLLECTIVE CONTEMPORARY ART: RDS 2010

Name of Artist:

Website:

Contact:

Phone:

Email:

Payments Contact:

Vat #:

Address:

Curriculum Vitae:

If required indicate attachments>

Works available to be exhibited in CCA:RDS 2010

Visual Documentation - 3 images from work to be shown in CCA:RDS 2010:

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:

SUMMARY TO BE FILLED IN BY ARTIST

Name

Billing address

Deposit paid:

Titles of Works and medium proposed to be shown:

Images medium (eg. Slides, dvd etc)

Other material :

Please indicate if stamped self - addressed envelope enclosed:

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.

These terms and conditions apply to the organisation and the participation of selected artists (**Exhibitors**) for inclusion in the art fair and exhibition (known as Collective Contemporary Art: RDS) to be held at Industries Hall, RDS, Ballsbridge, Dublin 4 on 5-7 November 2010 (**CCA:RDS**) 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 CCA:RDS by the Exhibitor.

1.- ORGANISATION

1.1 RDS will appoint a CCA:RDS panel (**Panel**), composed of the curator of RDS from time to time (**Curator**), the Art Fair Co-ordinator of RDS and at least one art expert, who will select the participants at the CCA:RDS.

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

- 1.2.1 Quality of Exhibitor's work in the arena of contemporary art;
- 1.2.2 The Exhibitor's track record in the contemporary art arena;
- 1.2.3 Status of **non- exclusive representation** of Exhibitor by galleries in either the national or international market, bearing in mind that some artists will participate in commercial gallery shows from time to time which will not disqualify applicants;
- 1.2.4 Excellence in general display approach for artworks;
- 1.2.5 Curatorial parameters for the delivery of the exhibition.

1.3 The Panel will select such Exhibitors to participate in CCA: RDS. Subsequently the works to be exhibited by the Exhibitor will be agreed between the Exhibitor and Curator.

1.4 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 CCA: RDS.

1.5 The Curator will decide on the placing of each artwork submitted by each Exhibitor. This decision will be at the sole discretion of the Curator, although representations and suggestions of the Exhibitor will be considered. Each successful Exhibitor will be informed of the overall floor plan in advance.

2.- HOW TO APPLY & ACCEPTANCE OF THE RULES

2.1 The presentation of an application for participation in CCA: RDS confirms the complete and unconditional acceptance of these terms and conditions.

2.2 To apply, the Exhibitor should send 3 images of work that is available to display; an up-to-date CV highlighting the exhibition record of the Exhibitor, coupled with a short statement on the work by the Exhibitor, confirming that they are not exclusively represented by any gallery or organisation. Publicity or printed material may be submitted but can only be returned if a stamped addressed envelope is supplied. 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.

Please note: The possibility of sales at CCA:RDS is at the discretion of the Exhibitor and is not a pre-condition of selection. No commission is payable to the RDS on any sales made. The Curator reserves

the right to select other work than that which has been presented in the application subject to the agreement of the Exhibitor.

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 RDS €190 (plus VAT@21%) for the purposes of displaying their works (**Price**).

3.2 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 together with any sums paid to RDS in respect of the Price, shall be non-refundable and RDS may refuse to allow the Exhibitor to participate in the CCA: RDS.

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

4.- OBJECTIVES

4.1 In consideration of payment of the Price in accordance with these terms and conditions, CCA:RDS shall provide and/or facilitate:

4.1.1 a curated and designed exhibition within a contemporary aesthetic that showcases works for exhibition and for sale, with appropriate marketing and publicity;

4.1.2 images on the planned dedicated website;

4.1.3 Access to VIP areas

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 CCA:RDS 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 CCA:RDS.

5.2.2 That the Exhibitor is (if applicable) licensed to sell work at the CCA:RDS, 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 **24 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 emmao@rds.ie before **28 JUNE 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 **5 JULY 2010**.

6.- SELECTION AND PARTICIPATION

6.1 In the event that there is insufficient space available at the CCA: RDS 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 CCA:RDS 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 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

Exhibitor may present artworks in diverse media, including:

- a) Oil paintings, watercolours, pastels, drawings;
- b) Graphic and original multiples;
- c) Original sculptures;
- d) Photography, video, digital and electronic art; and
- e) Experimental and contemporary genre artworks.

9.- PROPER CARE OF 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 CCA: RDS 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 CCA: RDS 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 CCA:RDS or from future CCA:RDSs organised by RDS.

10.-INSURANCE

10.1 The RDS strongly advises all Exhibitor to have comprehensive insurance cover. With regard to each and every artwork, each Exhibitor shall effect their own insurance for all circumstances, understanding that the RDS does not insure or hold any responsibility for artworks.

10.2 The Exhibitor shall be responsible for all claims arising in connection with any 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

CCA:RDS shall produce an official catalogue, in paper format, in which each Exhibitor will be featured according to the photographic material supplied in their application which should be at least 300 dpi in resolution (necessary for guaranteeing its quality and accuracy). 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 CCA:RDS.

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 IN CURATED PROGRAMMES

In its sole discretion, RDS may admit as participants in CCA:RDS those Exhibitors, selected by curator appointed for this purpose, and whose objective is to promote the presence programming that is highly interesting to collectors and museums.

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

In its sole discretion, CCA:RDS 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 CCA:RDS is owned exclusively by it or that it has all necessary consents or licences to display and/or sell all such work at CCA:RDS. 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 CCA:RDS.

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.