



## Exhibitor Application

December 2 - 5, 2010

Reception: December 1, 6 - 9 PM

Wynwood Art District

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Please print clearly with BLOCK letters. Mail this application along with a maximum of 5 images, high resolution 300 DPI (approximately 7x7"). Include a color printout of the images along with descriptions. Please include a 2010 exhibition schedule for your gallery. Any supplemental material may be included. Please note that application materials will not be returned.

**Application Fee:** a non-refundable \$200 USD application fee is required with your application. Only checks drawn on US banks are accepted. A \$25 USD wire fee must be added to all wire transfers; please include gallery name to ensure proper credit. A deposit of \$800 USD must accompany the application fee; for a total of \$1,000 USD (\$1,025 for wire transfers). If you are not accepted into RED DOT Miami, the \$800 USD deposit will be returned. Application fee is non-refundable.

### Application Deadline: September 10th, 2010

Gallery: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Gallery Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Gallery E-Mail: \_\_\_\_\_ Gallery Website: \_\_\_\_\_

Gallery Contact: \_\_\_\_\_

Gallery Contact's Telephone: \_\_\_\_\_

Gallery Contact's E-Mail: \_\_\_\_\_

Red Dot Fair • Attn: George Billis • P.O. Box 20478 • New York, NY 10011 • USA  
Phone: 917.273.8621 • Fax: 212.645.2397 • info@reddotfair.com • www.reddotfair.com

**Booths:** Please select your preferred booth size. LARGER sizes are available.

<input type="checkbox"/> 200 Square Feet/ 18.6 Square Meters	11,000. US\$
<input type="checkbox"/> 300 Square Feet/ 27.9 Square Meters	15,500. US\$
<input type="checkbox"/> 400 Square Feet/ 37.2 Square Meters	20,000. US\$
<input type="checkbox"/> 500 Square Feet/ 46.4 Square Meters	25,000. US\$
<input type="checkbox"/> 600 Square Feet/ 55.8 Square Meters	30,000. US\$
<input type="checkbox"/> 700 Square Feet/ 65.1 Square Meters	35,000. US\$
<input type="checkbox"/> 800 Square Feet/ 74.4 Square Meters	40,000. US\$

**Booth Packages:** Included in all booth sizes, one complimentary page in the printed catalog, booth signage, drayage, general lighting (quantity to be determined).

**Additional Fees:** Extra lights, paint color other than white, closets, doors and walls over the allotment will carry additional fees.

Booth assignment and fair configuration are at the sole discretion of RED DOT and may not be made a condition of participation.

**Acceptance:** Accepted applications are bound unconditionally by the Conditions of Participation listed below. RED DOT Miami will not process applications without payment of application fee and deposit. Accepted applicants will be notified by September 14th in writing via US mail or email. Once accepted, full payment will be due net 7 days of invoice date. Waitlisted applicants will be added in the place of applicants who fail to make full payment by the due date. An exhibitor who fails to pay in full by the agreed upon due date will lose his/her right to exhibit and forfeits all payments previously made to RED DOT.

**Please mail your application and payment to:**

**Mailing Address**  
Attn: George Billis  
Red Dot Fair  
P.O. Box 20478  
New York, NY 10011 USA

or

**Bank Wire**  
Please contact us at 917.273.8621 for bank wire information.

Enclosed Check # \_\_\_\_\_ Amount: \_\_\_\_\_ Date: \_\_\_\_\_ or

Wired Funds: \_\_\_\_\_ Amount + \$25 Wire Transfer Fee = \_\_\_\_\_ Total or

Credit Card Authorization (3% surcharge on all credit cards):

Card Number \_\_\_\_\_ Expiration \_\_\_\_\_ Security Code \_\_\_\_\_

Card Billing Address \_\_\_\_\_

circle one: Visa    MC    AMEX

Amount to charge(3% surcharge will be added) \_\_\_\_\_ Card Billing Phone Number \_\_\_\_\_

I have read this agreement and Conditions of Participation and agree to the conditions herein.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print name in BLOCK letters: \_\_\_\_\_

For RED DOT Miami use:

Accepted by RED DOT FAIR, Inc.: \_\_\_\_\_ Date: \_\_\_\_\_

This agreement shall take effect and be enforceable by Exhibitor only when countersigned by RED DOT FAIR, Inc., which verifies acceptance into RED DOT Miami.

**Exhibition Admission:** Exhibitor (applicant) agrees to be bound unconditionally by the Red Dot Fair, Inc. (a New York Corporation) guidelines, rules and regulations. By execution of this Agreement, Exhibitor acknowledges and accepts the Conditions of Participation set out below. The Exhibitor promises to abide by the Conditions of Participation contained in this Agreement and such further rules and regulations governing the terms of the Fair as may be implemented by Red Dot Fair at its sole discretion. Exhibitor's use of the booth space and the Exhibition premises shall be subject at all times to those rules and regulations adopted by Red Dot Fair.

**Cost of Exhibition Services Provided:** Services included in Exhibitor's fee are indicated on the Exhibitor application and contract. All standard allowances are determined solely by Red Dot Fair.

**Payment:** Full payment is due net 15 days of invoice date. If full payment is not received by said date, accepted Exhibitors will be subject to cancellation in order to accommodate Applicant Exhibitors held on Red Dot Fair's wait list. In the event that Exhibitor fails to make payments as agreed herein or breaches any term or condition contained herein, Exhibitor shall be in default hereunder, and Red Dot Fair shall have the right to retain Exhibitor's deposit and all other monies paid hereunder, and reserves any other remedies it may have in law or in equity with respect to any default by Exhibitor hereunder. In the event of default by Exhibitor, Red Dot Fair shall have the right, but not the obligation, to lease the subject booth space to another exhibitor prior to the Exhibition. ALL SALES FINAL. Prices are quoted as cash discounted prices, charge card payments will be processed at a 3% premium on balances due.

**Co-Exhibitors:** Exhibitors may not assign or sublet all or any of their space contracted without the prior written consent of Red Dot Fair. There will be a surcharge for each approved co-Exhibitor as determined by the organizer, at a rate of \$750. for each (if any) approved co-exhibitor.

**Cancellation Policy:** Cost and fees will not be refunded if an Exhibitor withdraws at any time. Red Dot Fair may, in its sole discretion, cancel this Agreement and the parties hereto shall be released of all further obligations and liabilities each may have to the other, except that Red Dot Fair reserves the right to retain any monies paid for good cause, as liquidated damages. Further, if Red Dot Fair is delayed or prevented from performing any of its obligations under this Agreement by reason of strike, weather, act of God, labor troubles, or any cause whatsoever beyond Organizer's control, the period of such delay or such prevention shall be deemed added to the time herein provided for the performance of any such obligation by Red Dot Fair. Upon acceptance by Red Dot Fair and countersignature of this document, a copy will be returned to the Exhibitor. This Agreement is not subject to cancellation or modification by Exhibitor after execution and countersignature, except by mutual written Agreement between the parties hereto. Exhibitors agree to be bound unconditionally by the Red Dot Fair's rules and regulations as may be set forth by Red Dot Fair in addition to those set out in Conditions of Participation.

**Multimedia:** Any Exhibitor presenting video or artwork that produces any type of noise that Red Dot Fair, in its sole discretion, determines to be interfering with the ability of Red Dot Fair or Exhibitors to conduct business will be asked to turn the volume on the media down or off, or to remove the media altogether. Consent to use of video and/or film images: Exhibitor acknowledges that Red Dot Fair will film and document the event and Exhibitor agrees not to hinder, obstruct or interfere with such photography or video. Exhibitor and any of its artists whose works may be captured in that video or film image consent to the use of these video and/or film images by Red Dot Fair or its agents for commercial purposes in marketing and advertising this Fair or any other fair.

**Indemnification:** Exhibitor agrees to indemnify and hold harmless Red Dot Fair, the exhibition facility, and the city in which Red Dot Fair is being held, and each of their respective affiliates, officers, directors, employees, agents, and contractors against all claims, losses, suits, damages, judgments, expenses, costs (including without limitation reasonable legal fees and amounts paid in settlement) and charges of every kind arising out of or resulting from (i) Exhibitor's execution of this AGREEMENT or its occupancy of the space herein contracted for, or (ii) the acts, omissions, or negligence of Exhibitor, Red Dot Fair, or its employees, agents, or contractors, or other Exhibitors by reason of personal injuries, death or property damage or any other cause of action sustained by any persons or others.

**Limitations of Liability:** Red Dot Fair 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 Red Dot Fair dates, as well as during move-in and move-out, or for damage or loss incurred during shipping or transport of art, property or materials to and from the Fair. Red Dot Fair shall not be responsible for loss or damage to displays or goods belonging to Exhibitor or consigned to Exhibitor or otherwise brought to Red Dot Fair by or on behalf of Exhibitor, whether resulting from fire, storms, water, air conditioning or heating failure, theft, pilferage, mysterious disappearance, bomb threats or other causes. All such items are brought to Red Dot Fair and displayed at Exhibitor's own risk, and should be safe-guarded at all times. The Exhibitor waives any and all claims against Red Dot Fair for injury to Exhibitor, its agents, servants, and/or employees while in the exhibition premises, and for any damage of any nature including damage to its business by reason of the failure to provide space for its exhibit or any failure to hold the exhibition as scheduled.

**Insurance:** Exhibitor agrees and acknowledges that neither Red Dot Fair nor its vendors or contractors maintain insurance covering the Exhibitor's property or its employees, agents, independent contractors, volunteers or other associates, and that it is the sole responsibility of the Exhibitor to obtain such insurance. Exhibitors in Red Dot Fair must carry: Statutory limits for workers' Compensation coverage; and commercial general liability including products and completed operation, independent contractors, 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 with a 30-day notice of cancellation provision to the holder. The certificate must name Red Dot Fair, Inc. as additional insured and must be provided to Red Dot Fair no later than September 30th. Exhibitor also understands that neither Red Dot Fair nor its facility or contractors maintain insurance covering Exhibitor's property, Exhibitor is solely responsible for obtaining and holding such insurance.

**Authenticity:** All Exhibitors are strictly accountable for the authenticity of the works of art, which are shown and sold at the exposition. Should the authenticity of any work of art be placed in issue during the course of the exhibition, Red Dot Fair reserves the right to have said work withdrawn from the exposition unless the Exhibitor can furnish documentation that satisfies Red Dot Fair as to the work's provenance. All such decisions are at the sole discretion of Red Dot Fair. The Exhibitor shall indemnify and hold Red Dot Fair harmless against any claims whatsoever made with regard to the authenticity of any work, whether sounding in contract or tort. The obligation to indemnify shall include a duty to defend Red Dot Fair against any such claims, and to indemnify it against any expenses, or costs of such defense, including attorney's fees.

**Tax:** Florida State officials will collect sales tax at the end of Red Dot Fair for sold artwork. Exhibitor is solely responsible for compliance with Florida State sales tax requirements and ensuring that it is present to pay such taxes to the Florida State tax offices. Failure to comply may result in additional interest and penalty charges on all tax liabilities. It is Exhibitor's responsibility to make the appropriate tax payments and filings. Red Dot Fair bears no responsibility for the failure of Exhibitor to comply with Florida State sales tax requirements. Florida State sales tax is 7%.

**Facility:** Exhibitor shall not post, tack, screw, nail, puncture or otherwise attach anything to the structure of the facility in which the event will take place.

**Move-In and Move-Out:** Customs (if any) must be cleared and handled by official contractors. Move-In and Move-Out dates and times will be listed in the exhibitor's manual. In the event that an Exhibitor fails to vacate his booth/exhibition space by the deadline provided by Red Dot Fair, Red Dot or the Facility management will retain a shipper of its choice to package the art works and transport them to the shipper's own warehouse for storage until such time as they are retrieved by the Exhibitor. Retrieval of the art work from the shipper will be at Exhibitor's own expense, and Exhibitor acknowledges that the expense of retrieving the art work may include (but not be limited to) the cost of packing, transporting, handling, storing, shipping the art work, as well as other fees imposed by the shipper. Red Dot Fair shall bear no liability or responsibility for works of art retrieved and retained by a shipper as described in this section.

**Exposition Cancellations:** Should any contingency beyond the reasonable control of Red Dot Fair prevent holding of the exhibition, Red Dot Fair may retain such part of Exhibitor's rental as shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred. Both parties will be relieved of any other and all further liability. Red Dot Fair shall not incur any liability whatsoever in case of event cancellation.

**This Agreement** constitutes the entire agreement between parties. There are no other agreements, oral or written, other than contained herein. This Agreement may not be amended except in writing signed by both parties, which specifically references this Agreement.

**This Agreement** is not assignable by any Exhibitor without the written consent of Red Dot Fair. The Agreement is fully or partially assignable by Red Dot Fair. In the event that any individual provision of this Agreement shall be deemed invalid by any court of competent jurisdiction, the remaining provisions of this agreement shall remain in full force and effect.

**This Agreement** is governed solely by the laws of the State of New York. In the event of any and all litigation arising from this Agreement, the parties hereby agree that the sole venue for all legal action shall lie exclusively in the appropriate Courts of the City of New York, New York. The parties have participated jointly in the negotiation and preparation of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The parties intend that each covenant, term and condition contained herein shall have independent significance. If any party has breached any covenant, term or condition contained herein in any respect, the fact that there exists another covenant, term or condition relating to the same subject matter (regardless of the relative levels of specificity) which the party has not breached shall not detract from or mitigate the fact that the party is in breach of the first covenant, term or condition.

**General remarks:** Special Exhibition badges must be worn by Exhibitor's Staff. All verbal agreements, individual permits, and special arrangements must be confirmed in writing. 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 Red Dot Fair. Exhibitor must keep booth staffed and open during Red Dot Fair hours. Exhibitor agrees to abide by the aesthetic standards set forth by Red Dot Fair, and Exhibitor agrees to be bound by all rules, regulations, terms and conditions contained in the Exhibitor's Manual, which Red Dot Fair will supply to accepted Exhibitor. By execution of this Agreement, Exhibitor acknowledges and accepts the Conditions of Participation hereto. The Exhibitor promises to abide by the terms contained in this Agreement and such further rules and regulations as may be implemented by Red Dot Fair governing the terms of the Exhibition. Exhibitor's use of the booth space and the Exhibition premises shall be subject at all times to those rules and regulations adopted by Red Dot Fair. This Agreement when signed by Exhibitor shall constitute an agreement for exhibit space in Red Dot Fair's Exhibition but only when duly countersigned by Red Dot Fair or its agents and representatives. It is subject to review and approval by Red Dot Fair and reserves the right to reject any application for any reason. There exists no obligation by Red Dot Fair to any applicant until a completely executed Agreement has been signed by both the Exhibitor and Red Dot Fair. This Agreement when signed by Exhibitor shall constitute an agreement for exhibit space in Red Dot Fair's Exhibition but shall take effect and be enforceable by Exhibitor against Red Dot Fair only after having been duly countersigned by Red Dot Fair or its agents and representatives. There exists no obligation by Red Dot Fair to any applicant until a completely executed Agreement has been signed by both the Exhibitor and Red Dot Fair. This Agreement is subject to review and approval by Red Dot Fair, which reserves the right to reject any application for any reason, in its sole discretion. This Agreement is not assignable by any Exhibitor without the prior written consent of Red Dot Fair. The Agreement is fully or partially assignable by Red Dot Fair.

**Severability:** In the event that any individual provision of this Agreement shall be deemed invalid by any court of competent jurisdiction, the remaining provisions of this agreement shall remain in full force and effect.