

# ART SD12

ART SAN DIEGO | 2012  
CONTEMPORARY ART FAIR | SEPT 6-9

Presenting Sponsor:



EXHIBITOR APPLICATION

## ART FAIR SCHEDULE

GALLERY SET UP	Wednesday, Sept 5 /	9 am – 8 pm
GALLERY SET UP	Thursday, Sept 6 /	9 am – 2 pm
PRIVATE PREVIEW	Thursday, Sept 6 /	5 pm – 7 pm
OPENING NIGHT	Thursday, Sept 6 /	7 pm – 9 pm
FAIR DAY 1	Friday, Sept 7 /	12 pm – 7 pm
FAIR DAY 2	Saturday, Sept 8 /	12 pm – 7 pm
FAIR DAY 3	Sunday, Sept 9 /	12 pm – 5 pm
BREAK DOWN	Sunday, Sept 9 /	5 pm – 9 pm

## EXHIBITOR PACKAGE

- There is a **\$500** mandatory **advertising fee** per gallery (subject to Curatorial Acceptance)
- **60+ Booths** are available
- Walls are **12' high**, painted white, and equipped with trusses for standard interior perimeter lighting
- **Booth rental includes:** (2) Chairs, waste paper baskets, booth signage and Exhibitor VIP passes
- **Extra** lights, walls, furniture and flooring will be available at competitive rates
- Exhibition space will cover **38,000 sq.ft.** offering 10' aisles
- Art handlers / volunteer gallery liaisons will be available
- **(1) Color page** in show catalog
- **Signage** on Exhibitor's Booth
- An Allocation of **VIP passes** and **Preview Tickets**

## EARLY ACCEPTANCE / RETURN GALLERY

Submit your application prior to **March 1, 2012** and receive the following:

- **20% off** the published **booth price**.
- **Customized email blast** designed with your Gallery Name / Image.
- **Image / Artist** featured in **monthly email blast** sent to **10K Art Collectors**.

## CONTACT

**EXECUTIVE DIRECTOR –**  
Ann Berchtold / (858) 254-3031  
aberchtold@artsandiego-fair.com

**MANAGING DIRECTOR –**  
Julie Schraeger / (858) 735-4914  
jschraeger@artsandiego-fair.com

**GALLERY SALES –**  
Elena Incardona / 858 366 5913  
eincardona@artsandiego-fair.com

## APPLY WITH THIS FORM

**FAX –** [+1] 858.876.1699

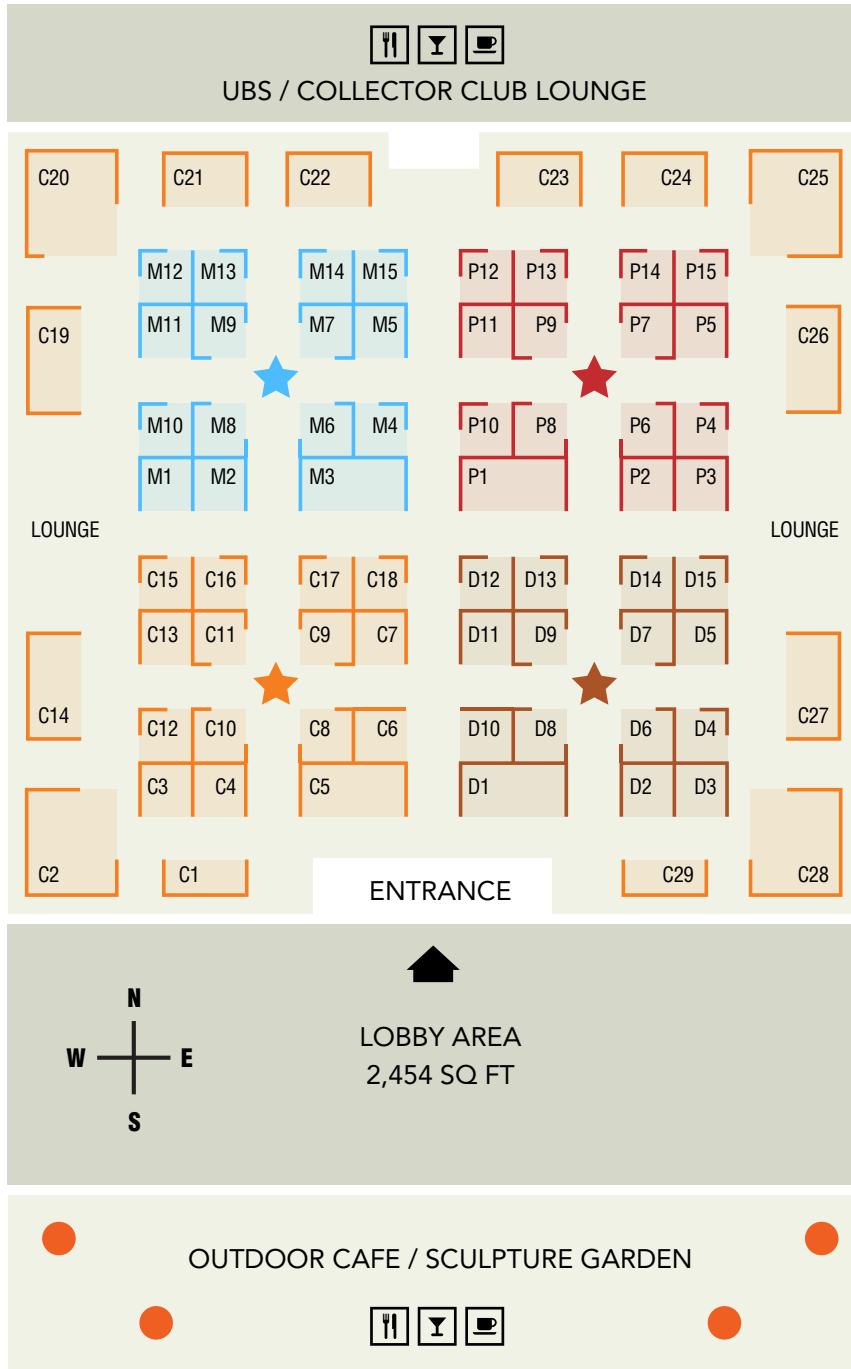
**MAIL TO –** Art San Diego 2012  
2658 Del Mar Heights Road  
Suite 502, Del Mar, CA 92014

## APPLY ONLINE

**ONLINE FORM –** [www.ArtSanDiego-Fair.com](http://www.ArtSanDiego-Fair.com)  
**E-MAIL TO –** [Info@ArtSanDiego-Fair.com](mailto:Info@ArtSanDiego-Fair.com)

# EXHIBITOR APPLICATION FORM

**SUBMISSIONS DEADLINE –** May 15, 2012



SPACE	SIZE	REGULAR PRICE	RETURN PRICE
12' x 12'	144 sq. ft.	\$ 4,500	\$ 3,600
12' x 24'	288 sq. ft.	\$ 8,500	\$ 6,800
12' x 36'	432 sq. ft.	\$ 11,500	\$ 9,200
Unique Size	Custom sq. ft.	\$ 32.00 per sq. ft.	\$ 26.00 per sq. ft.
Solo-Artists Curated Booth	Custom sq. ft.	\$ 25.00 per sq. ft.	\$ 20.00 per sq. ft.
Indoor Sculpture		\$ 2,000	\$ 1,500
Foyer Sculpture		\$ 1,500	\$ 1,000
Outdoor Grounds Sculpture		\$ 1,000	\$ 750

**GALLERY INFORMATION**

Gallery Name

**As it should appear in all advertising & signage**

Address

City

State/Province

Zip/Postal Code

Country

Phone

Fax

Website

Artists on View

Contact Person

Title

Contact Email

Contact Cell Phone

Signature

**METHOD OF PAYMENT**

Please make checks payable to "BTB-Art INC."

Please bill my Credit Card     
**Mastercard** **Visa** **AMEX**

Cardholder's Name

Card Number

Expiration Date

Security Code

Billing Address

City

State/Province

Zip/Postal Code

Country

Billing Phone

Date

Title

Signature

For Questions please call **Ann Berchtold**  
**858.254.3031**  
 or email [aberchtold@artsandiego-fair.com](mailto:aberchtold@artsandiego-fair.com)

## TERMS OF APPLICATION.

- **No Application Fee** is necessary to apply.
- This application becomes a **contract** only upon acceptance of the **Curatorial Board**. After acceptance, exhibitors will be required to pay **50%** of the booth fee, with the remaining **50%** due no later than **June 15, 2012**.
- **Accepted applicants** agree to the rules and regulations detailed in the **Terms & Conditions of Participation**.
- Upon review by our **Curatorial Board** you will be notified regarding acceptance, and booth assignment. Special requests concerning location and space will be considered, but cannot be made a condition of participation.

## TERMS & CONDITIONS OF PARTICIPATION.

### SHOW LOCATION

Balboa Park Activity Center. 2145 Park Blvd., San Diego, CA 92101 USA

### GENERAL TERMS

ART SAN DIEGO Contemporary Art Fair (ASD) is a project of **BTB-Art, Inc (BTB)**. These Terms and Conditions of Participation govern gallery ("Exhibitor") participation in the ART SAN DIEGO Contemporary Art Fair ("the Show"). ASD reserves the right, at any time, without notice, to issue additional conditions or regulations for participation in ASD or to alter ASD exhibition hours or logistical arrangements. Submission of the ASD Exhibitor Contract constitutes Exhibitor's agreement to be bound by and acceptance of the conditions set forth below, and of any subsequent conditions made by ASD related to the Show.

### GENERAL SHOW DATES

- **Wednesday, September 5** / 9am – 8 pm (Gallery Load-in)
- **Thursday, September 6** / 7 pm – 9 pm (Opening Night Party)
- **Friday, September 7** / 12 pm – 7 pm
- **Saturday, September 8** / 12 pm – 7 pm
- **Sunday, September 9** / 12 pm – 5 pm

### ACCEPTANCE AND EXHIBITION CRITERIA

Exhibitor guarantees that all information provided by Exhibitor is accurate and complete and that all artworks submitted for exhibition are authentic. ASD reserves the right to cancel any exhibitor contract at any time on the basis of false, inaccurate or misleading information or if Exhibitor fails to comply with the terms and conditions of participation. ASD has the right to require complete details of a proposed exhibit - if applicable - and reserves the right to prohibit the exhibition of any piece at ASD discretion.

### EXHIBITOR PACKAGE

- 12 ft. high perimeter walls (painted white)
- Basic lighting
- 24 hour security
- Drayage (at the Fair)
- An allocation of VIP Passes and Preview Tickets
- Gallery page on ASD website
- Signage on Exhibitor's Booth
- Appointed Liaison from ASD staff to assist on-site

### ALLOCATION OF SPACE

Booth space for the Show will be allocated and determined by ASD Management.

Reasonable efforts will be made to accommodate Exhibitor requests concerning booth space; however, ASD may, in its sole discretion, change the location of the allocated space or alter the shape of the booth if circumstances demand. ASD reserves the right to rearrange the layout of unoccupied areas, and to alter entrances and exits to and from the exhibition space, halls, cafe and aisles. Exhibitor may not display art or position tables, chairs or other furniture outside its booth. In order to maintain uniformity of the Show space, Exhibitor may not alter or paint the walls or signage without ASD's prior approval.

### BOOTH SHARING

No Exhibitor may share or sublet a booth either partially or entirely without written permission of ASD Management. Decisions regarding the approval of shared booths rest solely with ASD.

### CONDITIONS OF PAYMENT

Payment of the total booth rental must be made in two installments; one-half of the booth rental is due within **15 days** of invoice date (issued by ASD upon receipt of signed contract from Exhibitor). The remaining balance is payable on or before **June 15th, 2012**. A finance charge of **1.5% monthly (18% annually)** will be charged to any payments not received by the due dates published on the invoices. If the first payment is not received within **15 days** of the invoice date, ASD may offer the booth to another gallery. If Exhibitor's invoices are not paid by the due dates, or if Exhibitor's Booth(s) costs have not been paid in full **28 days before** the Show's opening day, ASD reserves the right to impose a late charge of up to **10%** of the balance due. Nonpayment of invoices will constitute a breach of the Exhibitor's agreement with ASD and in such event ASD has the right to cancel Exhibitor's Agreement, reallocate Exhibitor's Booth(s) and retain all of Exhibitor's payments made to that date with Exhibitor remaining liable for all unpaid invoices.

### WITHDRAWAL FROM CONTRACT

If Exhibitor cancels this Agreement by **April 15th, 2012**, he/she will forfeit all deposits paid to ASD and remain liable to pay any unpaid invoices due prior to cancellation date. If Exhibitor cancels this Agreement between **June 15th, 2012** and event date, **September 1st, 2012**, he/she will remain obligated to pay the full amount of the Booth rental and all other costs which may have been incurred by ASD in connection with this Agreement. Any Exhibitor who fails to occupy his/her booth by **12 noon on September 5th, 2012** will forfeit his/her right to occupy the space and ASD will claim full rights to that space. In such event, the Exhibitor will remain liable for the full rental and any additional costs incurred by ASD.

## TERMS & CONDITIONS OF PARTICIPATION.

### INSURANCE INDEMNIFICATION AND EXEMPTION FROM LIABILITY

Each Exhibitor must obtain property and public liability insurance coverage for damage or loss to persons or property due to fire, theft, burglary, breakage, leakage and water damage, and the risks of transport of artwork and other materials to and from the Show. In any event, Exhibitor assumes all risk of loss related thereto. Exhibitor must provide ASD with a certificate of public liability insurance as proof of coverage no later than **June 15th, 2012**. Certificate must name ASD as an additional insured under such policy. ASD will not be liable to Exhibitor for any direct, incidental or consequential damages or loss to Exhibitor and/or its property arising from or connected with Exhibitor's participation in the Show. The provision of security at the Show does not imply an assumption of liability by ASD with respect to Exhibitor's property.

Exhibitor will indemnify ASD, and hold harmless ASD and The Balboa Park Activity Center and each of their respective principles, agents, contractors, and employees against any and all loss, suits, claims, damages, judgments, expenses, and costs (including without limitation, legal fees and amounts paid in settlement) in connection with any claim whatsoever including, but not limited to copyright infringement claims resulting from the acts, omissions or negligence of Exhibitor, its employees, agents or contractors.

### SECURITY

ASD will provide **24-hour-a-day uniformed security** guard for the Show beginning the first day that art work is delivered to the premises and ending when dismantling and load out is complete. Exhibitors are required to comply with any security procedures requested by ASD or ASD's security service. Exhibitor recognizes that by participating in the Show, he/she assumes security risks that cannot be eliminated by ASD's security service and that ASD does not secure insurance coverage for any individual booth or installation.

To maintain security, no artwork can be removed from the Show premises unless it is accompanied by an ASD purchase slip or under the control of a person carrying an exhibitor's pass (the "Exhibitor's Pass"). This procedure shall remain in place from the beginning of the set-up period through the completion of dismantling. Exhibitor representatives are required to wear an Exhibitor Pass at all times while at the Show.

### TAX

Exhibitor is solely responsible for compliance with California State sales tax requirements. Failure to comply may result in additional interest and penalty charges on all tax liabilities. It is each Exhibitor's responsibility to make the appropriate tax payments and filings. ASD bears no responsibility for the failure of Exhibitor to comply with California State sales tax requirements.

### ELECTRICAL SERVICES

ASD will provide common area lighting, but shall not be liable to Exhibitor for any loss or damage due to failure or interruption of electrical services. Under no circumstances is Exhibitor allowed to install his/her own power connections or lights. Fire, safety and security regulations must be strictly adhered to by all Exhibitor agents, contractors, employees or representatives at all times.

### MAINTENANCE

ASD will be responsible for keeping the common areas of the Show location site clean. Exhibitor is responsible for maintaining his/her Booth and is required to leave the Booth in the same condition in which it was found, reasonable wear and tear expected. All hardware and signage within booth space must be removed by the Exhibitor or management will remove at Exhibitor's expense.

### ADDITIONAL CONDITIONS

ASD is entitled in the case of compelling reasons (including terrorist activity) or of Acts of God to cancel, postpone, shorten or extend the Show. Should any contingency beyond the reasonable control of ASD prevent the Show from taking place, Exhibitor shall have no right or claim of any damages of any kind, arising or alleged to arise by reason of any postponement, extension, shortening or cancellation of the Show. ASD may retain such part of Exhibitor's Booth payment as shall be necessary to recompense it for expenses accrued until the time of such contingency. ASD shall not incur any liability whatsoever in the event of cancellation of the Show.

ASD reserves the right to expel from the Show any Exhibitor who violates these Terms and Conditions (the "Expellee"). Upon expulsion, Expellee will remain liable for the full amount of Booth rental and any additional charges incurred, including indemnification liability. While ASD will do its best to reasonably ensure it uses reliable contractors, agents and employees, ASD will not be liable for any failure to act by its contractors, agents and employees.

**The Terms & Conditions shall be governed by the laws of the State of California and shall govern all matters arising from the Exhibitor's participation in the Show. All judicial proceedings brought against an Exhibitor arising out of or relating to its participation in the Show may be brought in any State or Federal Court of competent jurisdiction in the State, County and City of California in the United States of America.**

**These Terms & Conditions of Participation constitute the final and Exclusive Agreement between BTB-Art Inc. and Exhibitor.**

### Signature