

Art. 1. General Provisions

ST-ART will be held at the EXHIBITION CENTRE – HALL 1
Rue Fritz Kieffer 67000 STRASBOURG from 27 to 29 November 2020.

It will be open to the public every day from 11 a.m. ST-ART is an annual trade fair reserved for modern and contemporary art galleries and publishers of art and multiples. The purpose of ST-ART is to promote modern and contemporary artworks and provide an opportunity to sell them. In addition to galleries, ST-ART reserves the right to invite institutions and foundations involved in disseminating modern and contemporary art and art bookshops. Some booths may be allocated to media organisations involved in promoting contemporary art and the event itself.

Art. 2. Participation

2.1 Application: Contemporary art galleries, art publishers and design galleries wishing to apply must fill in the Application Form available on request or downloadable from the event website. Applications will only be taken into consideration if the Form and file are duly completed and sent in together with payment of the registration fees.

2.2 Participants: the Selection Committee decides which applicants shall be admitted as exhibitors. The location of their booths is dependent on the programme and availability with reference to their sector. Exhibitors undertake together to all the clauses herein, without restriction or reserve, and any new provisions adopted by the organisers in the interest of the fair necessitated by their circumstances.

2.3 Exhibitors: the following are considered as exhibitors - professional galleries proposing paintings, sculptures, photographs, artistic glasswork, video and new media, publishers of art books and engravings, in the strict frame of the legal definition of an original artwork and/or its publication, and media organisations. Proof of their activity is provided by their registration in the Trade and Companies Register. French or foreign exhibitors reserving a booth must adhere to the official classification of items authorised for display by the organisers.

Art. 3. Selection Committee

The Selection Committee is made up of several French and international art gallery managers and art professionals representing the main artistic currents exhibited at ST-ART. The list of Committee members may change from one year to the next and can be provided by the organiser on request. The Committee examines all applications to participate in ST-ART and selects the galleries admitted to exhibit their works from the applications received. The selection process takes different criteria into account, such as the gallery's history, the list of permanent artists, the regularity and quality of the exhibition schedule, the exhibition project proposed for ST-ART and adherence to professional standards. THE COMMITTEE'S DEBATES ARE CONDUCTED IN PRIVATE AND ARE STRICTLY CONFIDENTIAL.

Prior participation in one or more editions of ST-ART does not lead to automatic admission by the Selection Committee for the following year.

Art. 4. Reservations and payment

4.1 Participant's file: the Application Form must be returned as quickly as possible together with payment for the non-refundable registration fees amounting to €300 excl. VAT, i.e. €360 incl. VAT together with the internal regulations herein duly signed and dated. No application will be taken into consideration if these terms are not respected.

4.2 Participation: Unless the application is turned down by the organisers, the fact of sending the application constitutes a firm, irrevocable commitment to pay in full the price of hiring the booths and the ancillary costs, duly deducting the registration fees. Exhibitors shall have access to the fair once they have paid the full amount of the costs due.

4.3 Following payment of the amount of their exhibition space, exhibitors shall receive all the documents necessary for shipping and taking possession of the booth reserved for them.

4.4 Payment by monthly instalment: all applications filed before 1st April 2020 and accepted by the selection committee may benefit from paying the costs of the booths on a monthly basis, excluding additional arrangements.

4.5 Refusal of the application: no claim shall be accepted against the decision. In the case of refusal, applicants may be authorised to put forward another project on a one-off basis without further payment of the registration fees.

Art. 5. Cancellation

The balance of the amount for hiring the exhibition space falls due after the Application has been accepted by the Selection Committee. Any exhibitor withdrawing their application shall be bound to pay the invoice for the exhibition space if the organisers do not manage to rehire it under the usual terms and conditions.

Art. 6.1 – General provisions

Pursuant to the provisions of Article 1218 of the French Civil Code, the obligations of the Parties shall be suspended in the event of a case of force majeure. By express agreement, the following events shall be considered as cases of force majeure: (i) war, riots, fire, strikes, natural disasters, shortages of raw materials, epidemics, pandemics (including that linked to COVID-19), transport strikes, administrative closure of the Venue by a competent authority with the requisite power in terms of the police and safety issues, even if all legal conditions and jurisdiction concerning force majeure are not met; (ii) a proven threat of terrorism or the occurrence of an act of terrorism

The Party that is the victim of a force majeure event shall notify the other Party by registered letter with acknowledgement of receipt as soon as the event occurs and the performance of their obligations shall then be suspended.

(i) If the obstacle is temporary, the performance of the obligation shall be suspended, unless the resulting postponement would justify the termination of the Contract. If the Contract continues, the Exhibitor shall pay the Organiser all the costs incurred during the contract suspension period as well as any other costs that may be incurred when the Contract resumes, based on supporting documents proving the costs incurred.

(ii) If the obstacle is definitive, the Contract shall be terminated by operation of law and the Parties shall be released from their obligations. The termination shall result, upon receipt of the invoice, in the payment of all internal and external costs incurred by the Organiser in the performance of the Contract up to the date of the occurrence of the force majeure event.

Art. 6 - POSTPONEMENTS, CANCELLATIONS, FORCE MAJEURE - COVID 19

Art.6.2 – Postponement or cancellation of the Event

If, for any reason whatsoever, including force majeure, the Organiser is forced to postpone or cancel the Event, the following provisions shall apply, by way of derogation to the provisions of Article 6.1 above. Concerning the application of the provisions of this Article, it is hereby specified that communications between the Organiser and the Exhibitor may be made by letter or email. After the announcement of the postponement or cancellation of the Event by the Organiser, each Exhibitor shall have a period of 10 working days to inform the Organiser of their decision. If no reply is received from the Exhibitor within the time limit specified, the Organiser reserves the right to decide which option shall apply.

6.2.1 - If the Event is **postponed** ("postponement" being understood to mean a new date within 12 months of the previously announced date):

- **CASE 1: If the Exhibitor accepts the postponement:** their Contract shall be automatically postponed to the new date. The amount of the Contract shall remain due in full, with each Party responsible for paying its own costs linked to the change of date.

- **CASE 2: If the Exhibitor does not accept the postponement of their participation in the Event** (whatever the reason for the refusal, including a case of force majeure), then the Exhibitor may exercise one of the following two options:

- **Option 1:** to receive a credit note for a future event organised by the Organiser, corresponding to the amounts already paid by the Exhibitor for the performance of the Contract;

- **Option 2:** the sums already paid by the Exhibitor shall be refunded in full. This refund shall be subject to a deduction equivalent to **20%** of the amount of the Contract to cover part of the costs incurred by the Organiser, if the announcement of the postponement occur **less than 30 days** before the initial scheduled starting date of the Event.

6.2.2 - If the Event is **cancelled**, the Exhibitor may exercise one of the following two options:

- **Option 1:** to receive a credit note for a future event organised by the Organiser, corresponding to the amounts already paid by the Exhibitor for the performance of the Contract;
- **Option 2:** the sums already paid by the Exhibitor shall be refunded in full. This refund shall be subject to a deduction equivalent to **20%** of the amount of the Contract to cover part of the costs incurred by the Organiser, if the announcement of the cancellation occur **less than 30 days** before the initial scheduled starting date of the Event.

If the Event is subject to several successive postponements, the "initial scheduled starting date" is understood to be the date announced at the time of the previous postponement.

If only the "physical" part of the Event is postponed or cancelled, the above conditions shall only apply to the part of the Contract amount linked to the Exhibitor's physical presence at the Event.

Art. 7. Booth allocation

Booth location is allocated according to the sector after the applications have been validated and the down payment duly paid. Said allocation cannot give rise to any claims.

Art. 8. Occupation of the exhibition space Installation

Art 7.1 Installation: exhibitors may take possession of their exhibition spaces to install their arrangements from 24 November 2020 at 8 a.m. to 26 November 2020 at midday. Any space not occupied by midday on 26 November 2020 may be allocated to another exhibitor by the organisers. The exhibitor initially allocated the exhibition space may not claim any compensation. We remind you that a preview is organised on 24 November from 6 p.m. and the booths may still be in the setting-up process during this event.

Art 7.2 Occupation: Each booth must be occupied on a permanent basis during the fair's opening hours up to and including the last day. Exhibitors must leave the exhibition spaces, decor and equipment made available to them in the same condition they received them. Any artworks arriving after the event has been launched can only be delivered to the booths outside public opening hours. THE ORGANISERS RESERVE THE RIGHT TO CHANGE THE HANG OR CLOSE THE BOOTH SHOULD IT NOT COMPLY WITH THE PROJECT PRESENTED FOR THE SELECTION PROCESS.

Art. 9 Dismantling

BOOTHS MAY ONLY BE DISMANTLED AFTER THE CLOSURE OF THE FAIR IS ANNOUNCED, i.e. 29 November 2020 after 8 p.m.

The exhibition spaces must be vacated after the event by 12 a.m. on 30 November 2020. Should exhibitors not remove their artworks from the exhibition within this time limit, the organisers shall proceed with storing them in a safe place with the fair's approved shipping agency at the exhibitor's expense. The organisers shall not be held liable for any additional damages and costs whatsoever incurred due to this procedure.

Art.10 Booth Layout

Any decorative elements or activities not in keeping with the general terms for organising a fair open to the general public must be submitted to the Consultative Committee and cannot be implemented without their agreement. Exhibitors are liable for any damage incurred by any installation not provided for by the organisers.

Art. 11. Sales

Sales are authorised during the event. However, for security reasons, no articles may leave the exhibition hall without a voucher describing the article removed, signed by the exhibitor and stamped by the organisers.

Art.12 Security

All necessary measures shall be taken by the organisers to ensure the efficient and effective surveillance of the fair outside opening hours. It is up to each exhibitor to vigilantly monitor their own equipment or belongings during public opening hours, and during the installation and dismantling of the booths. Exhibitors must ensure that the electricity and telephone connection boxes located on or near their space are accessible at all times.

Art. 13. Cleaning

The organisers are responsible for regularly cleaning and maintaining the floors (passageways, entrances and free floor space) at their own expense. Cleaning may be undertaken every day and shall be invoiced, cf. Application Form. For the safety of the artworks, exhibitors are advised to remove the film from the carpet themselves.

Art. 14. Insurance

In addition to compulsory risk insurance coverage, exhibitors must check with their usual insurance company that all other risks are covered, including theft and damage to artworks or exhibition equipment and WALL-TO-WALL INSURANCE. An insurance certificate must be given to the organiser. The exhibitors shall not hold the organisers liable in the event of fire, explosion, flooding, various disturbances, and any other events beyond the control of the organisers and their representatives and employees. In particular, exhibitors may not claim any damages from the organisers should the facilities hired not be usable by the exhibitors in the wake of events coming under force majeure.

Art. 15. Other restrictions

- Excepting express authorisation by the organisers, exhibitors may not:
- hire out all or part of their exhibition space free of charge, against payment or in exchange of services.
 - broadcast music from their booth, nor proceed with demonstrations of machines which may inconvenience other exhibitors.

Art. 16. Organisers' liability

In the event of force majeure, including transport strikes, the organisers may postpone the fair, change the opening hours or exclude the general public. They may cancel or close the fair before the date announced. In all events, all contracts signed with the exhibitors remain fully valid and the payment of hiring the booths and any other service remains due.

Art. 17. Application of the internal regulations herein

The organisers reserve the right to make decisions at any time with reference to any disputes or matters not provided for in the regulations herein. Such decisions, even if communicated orally, cannot be appealed against and must be executed immediately. The organisers reserve the right to amend the regulations herein in the general interest of the fair.

Art. 18. Claims

Any claims made by exhibitors must be submitted to the organisers by recorded delivery letter with acknowledgement of receipt within 15 days after the fair closes, with the aim of finding a friendly settlement. Claims are not admissible beyond this time limit. Any dispute shall fall solely within the jurisdiction of the Courts of Strasbourg and shall be subject to French law. The French version of the regulations alone shall have authority.

ANY DISPUTES SHALL BE REFERRED SOLELY TO THE COURTS WITHIN THE JURISDICTION OF THE ORGANISERS' HEAD OFFICE.

EXHIBITOR'S NAME:

Signature: Place: Date:

"Read and approved" Stamp: