



# Walter E. Washington Convention Center Washington DC September 11 - 13, 2009

**EXHIBITOR APPLICATION | DEADLINE: JUNE 5, 2009**

Please print or type

Date: \_\_\_\_\_

Exhibitor Name (full artist name)

Gallery Name (if represented by a Gallery)

Address

Name and Title of Gallery Owner/Director

City

State/Province

Telephone (include country code)

Zip/Postal Code

Country

Fax (include country code)

Telephone

E-mail

Web Address of Artist

## GENERAL INFORMATION

**Who Should Apply:** Contemporary Artists of Caribbean heritage; galleries can enter artists they represent.

**Selection Criteria:** ICAFair will select and invite contemporary Caribbean fine artists whose work is of high quality.

**Selection Process:** Submit the Exhibitor Application with full payment if you are taking just one booth (50% if reserving more than one booth with balance due by July 1st); a minimum of 3 slides, jpegs, tiffs, or photographs of your work for review. Materials will be returned only if accompanied by a self-addressed stamped envelope. This application becomes a contract only when accepted by ICAFair™.

**Works Allowed:** Original paintings, drawings, sculpture, photographs, and video.

Categories of art you wish to exhibit:

Paintings    Drawings    Sculpture    Photography    Video    \_\_\_\_\_

## BOOTH INFORMATION

### STANDARD BOOTH PACKAGE INCLUDES

4' x 12'. white hardwall, 10 ft. high

Draped 4' table

Two directors' chairs

One 250W light per booth

(additional lights can be purchased at cost)

Booth Signage

Wastebasket

Booth cleaning

1/2 four-color page in Show Catalog

Drayage

(No outside tables, chairs, or lights permitted.)

### BOOTH SPACE AND PRICE

**Price per Booth**

**Booth Size**

**Booth Numbers**

**Add'l Per Corner Booth**

\$650

4' x 12'

will be assigned upon acceptance

\$100

(Additional fees apply to extra lights, walls, and closets)

### BOOTH PLACEMENT

Booth placement is based on approval and date of Exhibitor Application; however, ICAFair™ reserves the right to make changes in booth assignments and/or show configuration at any time. All booth placements and show design are at the sole discretion of ICAFair™. Notice of acceptance will be given 7 days after receipt of completed application with full payment or required deposit.

**EXHIBITION TERMS AND CONDITIONS**

**BOOTH COST CALCULATION**

Please reserve the following number of booths at the price schedule above.

\_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_  
Total No. of Booths      Price per Booth \$US      Total Booth Cost

I would like a Corner Booth, if available (corner booth charges will be added upon selection of booth).

**ADDITIONAL EXHIBITOR SERVICES**

A separate Additional Exhibitor Services Request Form for extra lights, telephone, internet, etc., will be included in the Exhibitor Manual. Fees and payment schedule for services desired are reflected on the form.

**DEPOSIT REQUIREMENTS**

Full payment is required if reserving one booth. A 50% deposit of the Total Booth Cost in US dollars must accompany this application if reserving more than one booth. Deposits, less any bank fees incurred, will be refunded should the Exhibitor Application be denied by ICAFair™.

**PAYMENT TERMS**

The balance of all booth fees must be paid by **July 1, 2009**. ICAFair™ accepts payment by Check (U.S. checks only), Money Order, Visa, MasterCard, Discover, American Express, or wire transfer. Complete the following payment option section for the Total Booth Cost, as calculated above.

**Check Payment:**

Please make check payable to **Studio Wah Exhibitions, LLC**. No foreign checks will be accepted.

Amount of Check: \_\_\_\_\_ Check #: \_\_\_\_\_ Dated: \_\_\_\_\_

**Credit Card Payment:**

Bill my:  Visa     MasterCard     Discover     American Express

Please charge the remaining balance to my credit card on July 1, 2009.

Cardholder Name \_\_\_\_\_ Credit Card # \_\_\_\_\_

Cardholder Signature \_\_\_\_\_ Expiration Date \_\_\_\_\_ For \$US \_\_\_\_\_

**Credit Card Billing Address:**

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Country \_\_\_\_\_ Zip Code \_\_\_\_\_

**CANCELLATION POLICY**

If Exhibitor cancels or reduces its space, written notice must be given and Exhibitor agrees to pay any amounts owed to ICAFair™ as set forth under the terms and conditions herein.

This agreement is between the above-named exhibitor and Studio Wah Exhibitions, LLC, (herein called "ICAFair™"), and is governed by the terms herein and the attached Terms and Conditions.

I HAVE READ THIS AGREEMENT IN ITS ENTIRETY, including the Terms and Conditions as signed by me, and agree to be bound by the terms and conditions herein.

Printed Name \_\_\_\_\_ Authorized Signature \_\_\_\_\_

# TERMS AND CONDITIONS

1. **Definitions.** "Exhibitor" means the applicant identified on page 1 of this application; "Fair" means the specific exposition or event identified in this application; "Fair Management" means ICAFair™, its employees, agents, and affiliates; "Facility Management" means the owner or manager of the facility in which the Fair is conducted, and its employees and agents; and "Hall" means the facility in which the Fair is conducted.

2. **Agreement.** This application, when properly executed by Exhibitor and upon written acceptance by Fair Management, shall constitute a valid and binding contract. Fair Management reserves the right to accept or refuse any application for participation in the Fair in its sole discretion. Exhibitor agrees to be bound by the conditions, rules and regulations stated herein, and any other rules and regulations adopted by Fair Management as may be deemed necessary for the general success of the Fair, including the rules and regulations in the Exhibitor Manual and in the Facility Management contract, to which Fair Management is or will be a party, all of which are made a part hereof as though fully incorporated herein.

3. **Booth Use Conditions.** Fair Management reserves the right to decline, prohibit or expel any exhibit, persons, things, printed matter, product, conduct, sound level, etc., which, in its judgment, is inappropriate or out of keeping with the character of the Fair. Exhibitor understands and agrees that only works/artists approved by Fair Management, in its sole discretion, may be exhibited at ICAFair™. Any unapproved works of art/artists will be removed. Distribution of advertising material and solicitations of any sort shall be restricted to the Exhibitor's booth. Exhibitor's exhibit or products may not extend beyond the limits of the Exhibitor's booth and no part of any exhibit or product may extend into any aisle. No Exhibitor shall arrange its exhibit or hold demonstrations so as to obscure neighboring Exhibitors, or block the aisles as determined by Fair Management. No Exhibitor shall assign or sublet or share any part of its assigned space without written approval from Fair Management. Any space not occupied by Exhibitor at the time set for completion of installation of displays will be reassigned at the discretion of Fair Management, and all amounts paid by Exhibitor will be forfeited unless special arrangements have been approved in writing by Fair Management. There will be no co-Exhibitor without written approval from Fair Management.

Exhibitor agrees to keep its exhibit open and staffed at all times during the Fair hours. Failure to comply with the rules and regulations of this Contract and any other rules and regulations adopted by Fair Management will result in the alteration or removal of the booth at the Exhibitor's expense.

4. **Booth Changes.** Fair Management shall have the right, in its sole discretion, to change Exhibitor's space assignment after the acceptance of the Exhibitor Contract if it is deemed to be in the best interest of the Fair. Written notice will be given to Exhibitor of newly assigned space should Fair Management elect to exercise its right to change Exhibitor's exhibit space. Fair Management will make reasonable efforts to provide the same general location and size as Exhibitor's original space. If a reduction in Exhibitor's space is deemed necessary, Exhibitor will be reimbursed on a pro-rata basis.

5. **Cancellation/Space Reduction.** All cancellations, withdrawals, or requests for reduction in space by Exhibitor must be in writing, by certified mail, return receipt requested. The date of cancellation, withdrawal or reduction in space, as applicable, shall be the postmark date on the notice. If Exhibitor cancels, withdraws, or reduces its space requirements for the Fair, Exhibitor agrees to pay on demand any amount due, after crediting the deposit remitted, to ICAFair™. In the event Exhibitor fails to make all payments due, Fair Management shall have the right to sell the space in question to another exhibitor. This will in no way release said Exhibitor from any liability hereunder, and said Exhibitor shall remain liable for the full balance under the terms of the Contract together with all costs of collection including, but not limited to, all reasonable attorney's fees, court costs and interest.

**Fair Cancellation.** ICAFair™, its employees, agents, or representatives cannot be held liable to Exhibitor if non-delivery of the exhibit space is due to any cause beyond its control, or by any of the following: fire, Acts of God, war, terrorism, strikes, or insurrection. In the event that the fair is cancelled, postponed, rescheduled or relocated for any reason beyond the control of ICAFair™, no refunds or credits shall be made. Exhibitor shall remain liable to and shall pay ICAFair™ the full amount of the Exhibitor's unpaid booth cost, with any additional amounts due from Exhibitor under this contract.

6. **Payment Terms and Methods.** All booth fees and any supplemental

charges must be paid in full by **July 1, 2009**. Booth payments are by US check, money order, Visa, MasterCard, Discover, or American Express. Bank wire transfers can be arranged, however, all related bank transfer fees incurred by ICAFair™ will be charged to Exhibitor. Exhibitor agrees that payments not received in full by the due date will result in forfeiture of booth space(s), any deposits or payments made to ICAFair™, and result in the collection of remaining balance owed.

7. **Insurance.** Exhibitor shall obtain, at its own expense, adequate insurance against any risk of loss associated with the fair being cancelled, postponed, rescheduled, or relocated, or against loss of or damage to property. It is mandatory for Exhibitor to have insurance coverage, and Exhibitor agrees to maintain adequate insurance to fully protect Fair Management and its affiliates, service contractors, and the Hall from any and all claims arising from Exhibitor's direct or indirect activities including, but not limited to, the installation, operation and dismantling of Exhibitor's display. No refunds or credits shall be made by ICAFair™ or any of its agents or representatives.

Exhibitor agrees to indemnify, defend and hold harmless Studio Wah Exhibitions, LLC, its affiliates, subsidiaries, agents and employees against any liability resulting from any of the above mentioned circumstances.

Exhibitors in the Fair must provide ICAFair™ with a Certificate of Insurance as proof of such coverage, and must name Studio Wah Exhibitions, LLC and ICAFair™ as additional insureds in such policy. The Certificate of Insurance must be provided to Fair Management no later than August 1, 2009, or Exhibitor will risk cancellation of exhibit space by ICAFair™ for non-compliance.

8. **Exhibitor Move-In/Move-Out.** Movement of exhibits in and out of the Hall will be coordinated through an Exhibitor Move-In/Move-Out Schedule and assisted by Fair contractors. No exhibit will be allowed into or out of the Hall without an official clearance from Fair Management. Exhibitor must make its own arrangements for transportation of exhibits and packing materials. Fair Management cannot accept or sign for exhibits on behalf of the Exhibitor, unless separate agreements for such services are in effect. Move-in and move-out times and access outside of Fair hours are limited to those described in the Exhibitor Manual. At the close of the Fair, all exhibits shall be removed and cleared from the Hall space, and exhibit space shall be returned in as good and clean order and condition as it was when delivered to Exhibitor. Exhibitors will pay the cost of repairing any damage caused to the Hall facility by the Exhibitor and/or its contractors. Any property not removed on the last day of the Fair may be held or otherwise disposed of by Fair Management or Hall Management at the Exhibitor's expense. No property may be removed from the Hall before the Fair ends.

9. **Additional Exhibitor Services.** Fair Management, on behalf of the Exhibitors, has designated official Fair contractors to provide: furniture; floor decorations; signs; photographs; telephone, internet, electrical, hanging and dismantling services; and other labor. Contractors and rates for additional exhibitor services will be listed in the Exhibitor Manual to the issued separately. Fair Management assumes no responsibility or liability for any of the services performed or materials delivered by the foregoing persons, parties and organizations. Arrangement for these services and payments are to be made between Exhibitors and official Fair contractors.

10. **Care of Facilities.** Nothing shall be posted on, or tacked, stapled, nailed, screwed, or otherwise attached to the columns, walls, floors, or other parts of the Hall area without permission from the proper building authority. Packing, unpacking and assembly of exhibits shall be done only in designated areas and in conformity with directions of Fair Management, the Hall manager or their assistants. Exhibitor shall not deface, injure or mar in any manner the facilities at the Hall. Exhibitor shall not paint or apply any other permanent covering to any of the walls, floors, ceilings, or other areas of the facilities at the Hall or its furnishings or fixtures. Exhibitor acknowledges that Fair Management and Hall Management reserve the right to remove all persons and property from the facilities and premises without the necessity of or resorting to any legal proceeding.

11. **Liability.** Fair Management 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 Fair. Fair Management shall not be responsible for loss or damage to displays or goods belonging to Exhibitor or consigned to Exhibitor or otherwise brought to the Fair by or on behalf of Exhibitor, whether resulting from fire, storms, water, Acts of God, air conditioning, or heating failure, theft, pilferage, acts of terrorism, mysterious disappearance, bomb threats or other causes. All such items

are brought to the Fair and displayed at Exhibitor's own risk, and should be safeguarded at all times. Exhibitor agrees that Fair Management, its service contractors, the Hall and their representatives, employees and agents are not liable for any injury, loss or damage that may occur to Exhibitor, or to Exhibitor's employees, agents, guests or property from any cause whatsoever, prior to, during or subsequent to the period covered by this Contract. Exhibitor assumes responsibility and agrees to indemnify, defend and hold Fair Management, Hall Management, their affiliates and their respective employees and agents harmless from and against any claims or expenses arising out of the execution of this Contract, the use of exhibition premises, or the acts, omissions or negligence of Exhibitor, its employees, agents or contractors, by reason of personal injuries, death or property damage or any other cause of action sustained by any persons or others. Exhibitor assumes all responsibility and liability for losses, damages and claims arising out of injury or damage to, or caused by, Exhibitor's displays, equipment, employees or representatives. In no event shall Fair Management or any of its affiliates be liable for any special, incidental, indirect, punitive or consequential damages arising out of or in connection with this Contract. The liability of Fair Management and its affiliates and Exhibitor's remedy for any claim of loss or damage arising from or related to this Contract, regardless of the form of action, shall be limited to one-half of the fees paid to Fair Management hereunder.

**12. Safety.** All display materials used for decoration must be flameproof. All electrical equipment or devices used in or about an exhibit must be in good operating condition and able to pass fire and/or electrical inspections. Extra materials stored in exhibitor's exhibit space must not block access to the exhibit or cover electrical wires or outlets. Exhibitor shall follow all local ordinances and Hall Management rules regarding health, fire prevention and public safety. If inspection of an Exhibitor's booth discloses a failure to comply with any applicable law, code or regulation, or if Fair Management determines that all or any part of an exhibit presents a fire hazard or other danger, Fair Management may cause the removal of all or a portion of such exhibit at the Exhibitor's expense.

**13. Security.** ICAFair™ provides 24-hour security guard service to prevent entry to exhibit area by anyone not authorized by Fair Management, or not wearing proper badges for admission to such areas. The security guard service supplied does not guarantee Exhibitor against loss; neither does it imply an assumption of liability for Exhibitor's property by the Hall or Fair Management. Merchandise security passes with an authorized signature and/or passes issued by Fair Management must be utilized. The above is for the protection of the Exhibitor and shall not be construed as any guarantee or indemnification whatsoever to the exhibitor against loss or theft or otherwise, nor does it imply an assumption of liability by the Fair, Fair Management, the Hall or Hall Management with respect to Exhibitor's property.

**14. Attendance.** Fair Management shall have sole control over admission policies at all times.

**15. Filming, Video, Photography Rights, and Electronic Messages.** During the Fair, photographs, motion pictures and/or video recordings may be made in the Hall facility, which may include images of Exhibitor, its employees, agents and related merchandise and displays. Exhibitor may not hinder, obstruct or interfere in any way with such filming, recordings, or photography. Exhibitor further consents to Fair Management's use of such recordings for commercial purposes, and hereby grants Fair Management a non-exclusive, royalty-free, revocable, non-transferable worldwide license (without the right to sublicense) to use Exhibitor's trademarks, service marks, logos, trade names, copyrighted content, hypertext links, domain names, icons, buttons, banners, graphic files and images. By providing Fair Management the email addresses set forth on the first page of this Contract, Exhibitor hereby consents to receiving unsolicited commercial e-mail messages from Studio Wah Exhibitions, LLC.

**16. Outside Activities.** Exhibitor agrees not to schedule or conduct any outside commercial activity including, but not limited to, receptions, seminars, symposiums and hospitality suites before, during or after the Fair, whether such activities are held at or away from the Hall facility, except with the written approval of Fair Management.

**17. Errors and Omissions.** Exhibitor agrees that Fair Management will not be liable in the event of any errors or omissions in the Fair's catalogue or in any related materials. The Exhibitor shall be responsible for the content of the entries and for any damages claimed through the publication thereof.

**18. Additions or Corrections.** Fair Management may amend these terms if deemed to be in the best interest of the Fair. Written notice of such additions or amendments will be provided to the Exhibitor, and Exhibitor agrees to consider them as part of this Contract.

**19. Americans with Disabilities Act.** Exhibitor acknowledges and agrees that the Fair and its booths will be a public accommodation as defined under Title III of the Americans with Disabilities Act ("ADA"). As a public accommodation, Exhibitor agrees that in connection with the Fair, Exhibitor will: (a) provide, at its expense, any auxiliary aids and services as may be necessary to ensure effective communication with Exhibitor by attendees of the Fair; (b) assure, at its expense, that displays posted at or on Exhibitor's booth(s) are accessible to individuals with disabilities; and (c) not discriminate or retaliate against any individual in violation of the ADA.

**20. Authenticity.** Should the authenticity of any work of art be placed in question during the course of the exposition, Fair Management reserves the right to have said work withdrawn from the exposition, unless the exhibitor can furnish a provenance suitable to Fair Management. All such decisions are at the sole discretion of Fair Management. Exhibitor is strictly accountable for the authenticity of the works of art which are shown or sold at the Fair. The Exhibitor shall indemnify and hold Fair Management and ICAFair™ harmless against any claims whatsoever made with regard to the authenticity of any work, or with regard to any misrepresentation of any irregularity made with respect to the sale of any artwork at the exposition. Exhibitors are required to abide by all copyright laws. No copyright infringement items may be sold or offered for sale at the fair. The sale of copyright infringing items is a material breach of this Contract. Suspected infringing items are subject to seizure by management and will be held for the duration of the show. Repeated violations of this prohibition are grounds for the closure of a booth. Management will not be liable to Exhibitor for any refunds or in any other manner for the seizure of allegedly infringing works, or for the closure of a booth based on claims of copyright infringement. Exhibitor agrees to indemnify and hold management harmless from any damages, costs, expenses, including reasonable attorney's fees, judgments and/or settlements which management incurs as a result of claims that Exhibitor is selling infringing items.

**21. Restrictions.** Signage, tables, table covers, lights, and chairs for the Fair must be show standard. No outside furniture, tables, chairs, or lights will be permitted at the Fair. Exhibitor may use personal table covers if material is flameproof and meets all fire codes. Displays, storage units or similar furnishings will not be allowed without prior written approval by Fair Management. No Exhibitor will be allowed to mount, display or post non-uniform signage without prior written approval. Cinema, video, audio, non-approved printed material and posters are not permitted at the Fair.

**22. Applicable Law.** This Contract shall be governed by the laws of the city of New York, New York State, and the United States of America without application of its conflict of laws principles. Any suit relating to this Contract shall be instituted in a state or federal court in New York and the parties submit to the jurisdiction of any such court.

**23. Assignment.** This Contract cannot be assigned, in whole or in part, without the written approval of Fair Management.

**24. General Remarks.** Special Exhibition badges must be worn by Exhibitor's staff at all times. All verbal agreements, individual permits and special arrangements must be confirmed in writing.

No food will be allowed outside the designated eating areas. Violation of the rules can lead to Exhibitor expulsion.

No signs or banners extending beyond the limit of an Exhibitor's booth will be allowed unless confirmed in advance and in writing by Fair Management.

Exhibitor acknowledges and agrees that Fair Management makes no representation or warranties with respect to the number or demographics of exhibition attendees.

Exhibitor Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_