



Affordable
Art Fair

NEW YORK APPLICATION FORM

SEPTEMBER 26 – 30, 2018

METROPOLITAN PAVILION
125 WEST 18TH STREET
NEW YORK, NY 10011

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#AAFNYC

AFFORDABLEARTFAIR.COM



Dear Applicant,

We are delighted to announce that applications are now open for the 26th edition of Affordable Art Fair NYC, which will be held from Wednesday, September 26 – Sunday, September 30, 2018 at the Metropolitan Pavilion in Chelsea, New York.

The Affordable Art Fair creates fun and inspiring events where people fall in love with art and thousands of artworks find happy homes. Founded in 1999 by Will Ramsay in London, it has grown to be one of the world’s leading and most popular contemporary art fairs, with editions in cities including London, New York, Amsterdam, Hong Kong, Hamburg, Brussels, Singapore, Milan, Stockholm and Bristol.

Globally, over 2.3 million people have visited an Affordable Art Fair and purchased over \$425 million worth of art. Since 2002, Affordable Art Fair NYC has been established as a must-attend art and social event within the cultural calendar, with 10,000 visitors and \$3.1 million in art sales during the last fall edition.

The 26th edition will continue to develop new art buyers as well as delight experienced buyers with fresh artwork at affordable prices. The fair will showcase 70 local and international quality galleries and thousands of artworks priced from \$100 to \$10,000.

Fresh features – including the Recent Graduate Exhibition, special projects, performances, educational programming and tours – will enhance the visitor experience and nurture accessibility.

We look forward to receiving your application. If you have any questions, please do not hesitate to contact myself or Fair Manager, Elizabeth Boyle at elizabeth@affordableartfair.com.

We look forward to receiving your application!

A handwritten signature in black ink that reads "Vanessa Seis".

Vanessa Seis
Fair Director, New York Fall

KEY DATES

Applications open
April 18, 2018

Applications close
May 30, 2018

Applicants will be notified of acceptances and stand allocation or rejections by **June 30**.

Installation date
Tues, September 25, 2018
(Level 2 / PINK LEVEL)
Weds, September 26, 2018
(Level 1 / WHITE LEVEL and
Level 2 / PINK LEVEL)

Private view
Weds, September 26, 2018

Public opening dates
Thurs, September 27 –
Sun, September 30, 2018

De-installation date
Sun, September 30, 2018
(after fair closure)

APPLICATION PROCESS

Applications will be reviewed after May 30. All will be notified if they are accepted or rejected by June 30.

Please note that stand sizes have limited availability and will be allocated on a first come first served basis. Please ensure to submit your application as early as possible to avoid disappointment.

We will acknowledge your valid application by email when we receive it. If you have been accepted to the fair, we will send you an acceptance letter, along with a contract and your stand allocation. Further details of the fair will be included in the exhibitor manual, which will be available after your signed contract and payment for your first installment has been received.

HOW TO APPLY

To apply, please provide all information outlined below in four sections:

1. online form
2. PR artwork images and gallery installation images
3. application fee and deposit
4. terms and conditions.

An application will be considered incomplete without meeting the requirements below.

1. APPLICATION FORM

Please complete the online form by clicking [HERE](#). If you are unable to navigate the online form, please contact Elizabeth Boyle, Fair Manager, for assistance.

Elizabeth Boyle, Fair Manager

elizabeth@affordableartfair.com

T: +1 212 255 2003

2. PR ARTWORK IMAGES AND ART FAIR STAND / GALLERY INSTALLATION IMAGES

You must submit at least three artwork images for each artist you are proposing to exhibit. If your gallery is accepted into the fall 2018 edition of Affordable Art Fair NYC, all artwork images submitted may be used as part of the publicity for future Affordable Art Fair NYC events. Both the artist and the exhibitor will be credited where possible. The exhibitor is responsible to clarify that the artist has authorized the use of his / her artwork images before submitting to the Organizer.

In addition, you must provide us with at least three photos of art fair stands or gallery installation images, if applicable.

Image requirements:

- All images must be JPGs and 300 DPI
- Artwork image files must be named in the following format: Gallery Name_Artist Name_Title_Year_Medium_Dimensions_Price in USD

Please submit artwork images, along with gallery installation images or art fair stand images via email to [Elizabeth Boyle](#), Fair Manager.

3. APPLICATION FEE AND DEPOSIT

A \$100 non-refundable application fee and \$1,000 refundable deposit is required along with your application materials. If you are not accepted into the fair, the \$1,000 deposit will be returned. **Applications can only be considered after the application fee and deposit have been received.** Please submit payment via check or wire transfer.

Please make checks payable to:

Ramsay Fairs LLC
20 West 22nd St, Suite 614
New York, NY 10010

Only checks drawn from US banks are accepted.

Wire transfer information:

For domestic wires
Routing Number: 021001088
Account Number: 048-38921-8

For international wires
Swift / BIC: MRMDUS33
Account Number: 048-38921-8

Branch address:
HSBC, 452 Fifth Ave, New York, NY 1001

Please include gallery name to ensure correct credit.

4. TERMS AND CONDITIONS

You must read, agree and sign the terms and conditions on page 8 in this document. You may sign by digital signature, or you may print the page, sign, scan and return it to Elizabeth Boyle, Fair Manager, via email on elizabeth@affordableartfair.com



DISPLAY REGULATIONS

Affordable Art Fair selects all exhibitors for the fair. Fair management studies all applications for the Affordable Art Fair and reserves the right to approve or not approve the gallery. Management also reserves the right to refuse some of the proposed artists and, if these artists are exhibited during the fair, to remove the non-valid works of art.

As you submit your application, kindly review that you are able to exhibit under the following conditions:

- All art must be original.
- There is no minimum requirement of number of artists for stand display.
- All art exhibited must be by living artists.
- All artists submitted must be approved by fair management before the fair. Affordable Art Fair reserves the right to have any unapproved works removed during the fair.
- Any additional artist(s) must be submitted prior to the fair for approval by fair management.
- An artist can be presented by no more than ONE exhibitor. Two exhibitors bringing the same artist will be put in touch by the fair manager.
- Galleries that participated in the spring 2018 edition of the Affordable Art Fair NYC can only exhibit one repeat artist from the spring 2018 edition at the fall 2018 edition.
- Each stand is required to have 50% of the work on view for sale (pre-tax) at \$5,000 or below with a ceiling price of \$10,000 for any one work.
- The full price in US dollars must be shown next to the artwork (no price lists) during the entire fair
- Artwork is not allowed on an easel (as they are a tripping hazard) or raised off the floor by using blocks.
- Artwork must not be left on the floor at any time or leaned up against the wall.
- Artwork must be framed or mounted on walls or displayed in browsers or portfolios on tables and may not be stacked against walls or on the floor
- Overhanging is not permitted and regulations require that at least 1/3 of the stand's wall be visible after installation of artwork. Please note that this will be strictly enforced by Affordable Art Fair.
- The sale of printed materials such as postcards, greeting cards or catalogues is strictly NOT allowed.
- Craft and domestic pieces are not allowed, e.g. mugs, tiles, clocks, furniture, clothing or jewelry.



DISPLAY REGULATIONS

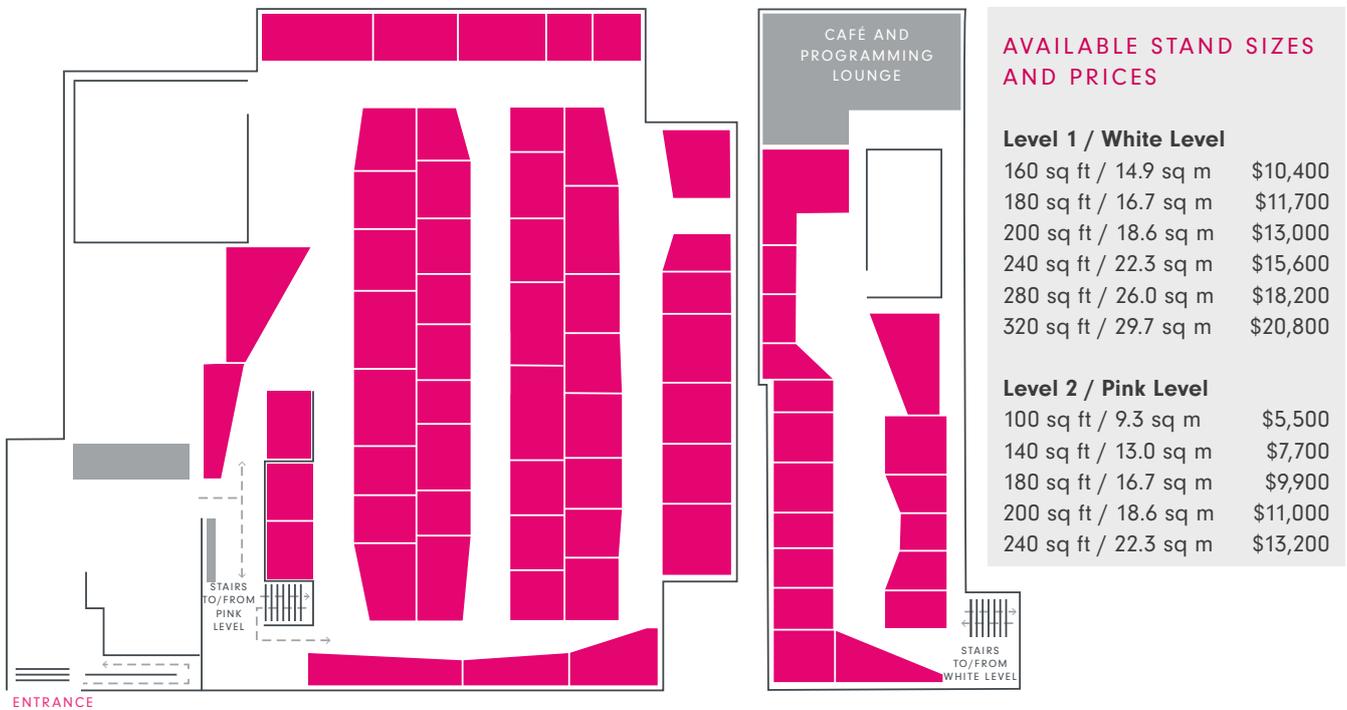
ARTWORK ALLOWED

<p>PRINTS</p>	<p>Prints made by the hand of the artist (i.e. etching, screen print, monoprint, drypoint, lithographs, mezzotint).</p> <p>Prints made with the artist's close involvement and overseeing of the printing process; the artist would usually have made the plates.</p> <p>Print editions no larger than 200.</p>
<p>SCULPTURE</p>	<p>One-off pieces or sculptures in editions of 25 or less.</p>
<p>PHOTOGRAPHY</p>	<p>Original fine art photograph prints such as high quality controlled print process usually overseen and authenticated by the photographer and in most cases signed and strictly limited.</p> <p>Photography editions no larger than 150 from one image regardless of printed size.</p>
<p>DIGITALLY GENERATED ARTWORK</p>	<p>Any artwork created digitally will be considered on a case by case basis, taking into account the artistic merit of the work itself, the quality of the production method and the edition size.</p>

ARTWORK NOT PERMITTED

<p>Offset lithographs</p> <p>Prints run off a commercial printing press using a transparency of an original work, even if signed and dated by the artist, typically in editions of 200 or more.</p> <p>Giclées, although they will be permitted if the original work is created by computer (i.e. digital art) or it was the original medium intended by the artist.</p>
<p>Sculptures that are commercial and mass-produced with pieces of more than 25 editions.</p>
<p>Photography that is commercial and mass-produced.</p>
<p>Color reproductions of original works are not allowed.</p>

STAND INFORMATION AND FEES



INCLUDED IN YOUR EXHIBITOR PACKAGE:

- Stand walls consisting of white wooden panels (10' high on Level 1, 8' high on Level 2)
- Basic stand lighting: LED flood lamps (comparable to 90 Watt halogen flood lamps) placed on a truss system that sits on top of the stand walls
- Stand signage
- Wrapping station (for works sold to clients only)
- Drayage
- 24-hour security
- Exhibitor listing in our printed fair guide
- Name of your gallery and link to your website on affordableartfair.com/newyork
- An allocation of digital Private View and Art After Dark invitations, digital general access invitations, and re-admission passes.
- Professional advertising and marketing handled by Fair Management at no extra cost
- Online ticketing options
- Support of the Affordable Art Fair's experienced staff, production team and PR agency

ADDITIONAL CHARGES

Any additional lights, wall structures, furniture, power outlets, etc. will be at extra cost to the gallery. A detailed stand extras order form will be available upon official acceptance.

PAYMENTS

Application fee (non-refundable) due with submission **\$100**
 Deposit (refundable) due with submission **\$1,000**

\$1,000 deposit is due when you submit your application form. If you are accepted as an exhibitor for the Affordable Art Fair NYC Fall 2018 edition, you will be notified by Fair Management. At that time, the deposit will be considered a down payment for the stand and applied to the first installment.

Once accepted, exhibitors may choose to pay in full (within 10 calendar days upon receipt of invoice) or in halves (50% due upon receipt of invoice, balance due August 10, 2018). All subsequent payments are non-refundable. If payments are not received by due dates, Fair Management may offer your place to a gallery on the waiting list and you will forfeit all payments received to date. More details in the Terms and Conditions on page 6.

If your application is not successful, your \$1,000 deposit will be refunded. The \$100 application fee is non-refundable.

TERMS AND CONDITIONS

AFFORDABLE ART FAIR NYC



Article 1 – Definitions

1.1 In these Terms and Conditions, the following words will have the following meanings: “Stand Rental Agreement” refers to the Stand Rental Application and Agreement form, together with the Terms and Conditions set forth herein; “Exhibition” means the Affordable Art Fair NYC exhibition referred to in the Stand Rental Application and Agreement form; “Fee” means the aggregate amount to be paid by the Exhibitor to the Organizer for the Space as shown on the Stand Rental Agreement; “Exhibitor” means the company, person, organization or other entity identified in the Stand Rental Agreement as the party making the application for Space at the Exhibition; “Exhibition Manual” means the handbook produced by the Organizer containing such regulations as may deem reasonable to the Organizer relating to the Exhibition, the Venue and the Exhibitor’s attendance and conduct at the Exhibition; “Organizer” means Ramsay Fairs LLC and its successors and assigns; “Space” means the area of the floor space at the Exhibition licensed by the Organizer to the Exhibitor; “Stand” means any structure, platform or other erection located in the Space for the Exhibitor’s purposes at the Exhibition; “Terms” means these terms and conditions together with the contents of the Exhibition Manual; and “Venue” means the events location where the Exhibition takes place.

1.2 References to Clauses shall be to clauses of these Terms.

Article 2 – Agreement

2.1 These Terms shall govern the provision of the Space by the Organizer to the Exhibitor to the exclusion of any other terms and conditions.

2.2 A binding contract is formed between the Exhibitor and the Organizer immediately upon the Organizer’s written acceptance of the Stand Rental Application and Agreement.

2.3 Except as otherwise stated herein, these Terms shall not be modified unless in writing signed by the party to be bound.

Article 3 – Fee

3.1 The Exhibitor shall promptly pay the Fee by installments (if any) as shown on the Exhibitor Application Form.

3.2 The Exhibitor shall in addition to the Fee promptly pay any additional charges relating to the Exhibitor’s participation in the Exhibition in accordance with the Exhibition Manual or in respect of all goods and services supplied at the request of the Exhibitor.

3.3 The Fee is payable without any deduction, withholding or set-off whatsoever.

3.4 If the Fee is not paid when due in accordance with the Exhibitor Application Form, then without prejudice to the Organizer’s other rights or remedies:

3.4.1 The exhibitors contract may be deemed null and void.

3.4.2 Exhibitor shall be liable for the Organizer’s reasonable costs of collection and recovery of amounts due, including but not limited to full reimbursement of reasonable attorney’s fees and disbursements basis before and after commencement of legal proceedings.

Article 4 – Cancellation and reduction of space

4.1 Subject to this Clause, the Exhibitor may, by notice in writing delivered to the Organizer by recorded delivery to the Organizer (“the Cancellation Notice”), cancel its booking. The

parties agree that Organizer is irreparably harmed by cancellations and may incur printer’s fees, problems with catalogs, loss of revenue, mitigation costs and loss of prestige by cancellations. Exhibitor acknowledges that Organizer “curates” the entire exhibition to try to ensure a diversity of offerings to make each Exhibitor’s experience valuable, so finding suitable replacements is difficult. Since such damages are difficult to calculate, the parties agree that the schedule set forth in Clause 4.4 is a reasonable measure of such damages and is fair.

4.2 Subject to this Clause, the Exhibitor may, by notice in writing delivered to the Organizer (such as email), apply to reduce the size of the Space. The Organizer shall, in its sole discretion and without assigning any reason, elect whether or not to accept the Reduction Notice.

4.3 In the event that the Organizer accepts the Reduction Notice, the booking of such Space the subject of the Reduction Notice shall be deemed to be cancelled and liquidated damages (and not penalty) by way of cancellation fees shall be payable by the Exhibitor in accordance with Clause 4.4.

4.4 Upon cancellation in accordance with Clause 4.1 or reduction of the Space, the cancellation fee payable by the Exhibitor to the Organizer will be as follows:

- Within 10 calendar days of acceptance: Entire fee waived
- Between 11 calendar days and August 5, 2018: 75% of the fee is due
- From August 6 to September 26, 2018: 100% of the fee is due

4.5 Upon accepting the Cancellation Notice or Reduction Notice, the Organizer may resell or re-allocate the cancelled Space, without any obligation to refund any cancellation

fees to the Exhibitor for the income from reselling or re-allocating the cancelled Space.

Article 5 – Occupation of space

The exhibitor shall occupy the whole of its allocated Space at the commencement of the Exhibition and for the entire duration of the opening hours of the Exhibition. No Exhibitor may share or sublet a stand either partially or entirely without written permission of Ramsay Fairs LLC Management. Decisions regarding the approval of shared stands rest solely with Ramsay Fairs LLC. Exhibitors sharing stands will be joint and severally liable to Ramsay Fairs LLC. The Exhibitor shall occupy the Space as Organizer’s licensee, shall obtain no right of exclusive possession or occupation, and shall obtain proprietary interest in the Space. The Exhibitor’s Stand shall be constructed in accordance with regulations set out in the Exhibition Manual. The Exhibitor shall comply with all instructions of the Organizer and/or its agents in respect of Stand construction. The location of the Space shall be provisional and subject to change prior to the Exhibition. The Organizer shall be entitled to relocate the Exhibitor’s Space at any time prior to the Exhibition and, if necessary, reduce the Space allocated provided that a pro-rata reduction of the Fee is granted to the Exhibitor pro rata to the reduction of the Space. The Exhibitor shall vacate the Space at the end of the period of the Exhibition or otherwise in accordance with the Organizer’s request. In the event that the Exhibitor fails to vacate the Space, it shall indemnify and keep indemnified the Organizer against any losses costs incurred as a result of the Exhibitor’s failure to vacate.

Article 6 – Exhibitor’s obligations

The Exhibitor shall not supply from the Stand or elsewhere at the Exhibition any food, drink or tobacco. At the Exhibition the Exhibitor shall only conduct its business from the Stand and may not display or distribute its promotional publication or article of any kind other than from the Stand. The Exhibitor shall observe and comply with the Exhibition Manual at all times. The Exhibitor shall indemnify the Organizer and hold the Organizer harmless against all loss, damages, claims and costs, including reasonable attorney’s fees resulting from the Exhibitor’s use of the Space and the acts and omissions committed by the Exhibitor and its agents, servants and invitees.

Article 7 – Liability and insurance

7.1 Subject to Clause 7.3, the Organizer shall not be responsible for: 7.1.1 the theft, damage and safety of all goods, decorations and other items brought into the Venue by the Exhibitor, its agents, employees or sub-contractors; or

7.1.2 the supply to the Exhibitor of any goods or services any third parties at the Exhibition, including the operator and owner of the Venue, designated contractors and the Organizer’s contractors.

7.2 Although all reasonable precautions shall be taken, subject to Clause 7.3, the Organizer’s liability shall be limited as follows:

7.2.1 the Organizer’s maximum aggregate liability under or in connection with these Terms shall not exceed the total amount of the Fee actually paid by the Exhibitor; and 7.2.2 the Organizer shall not be liable for any loss of income or profits, loss of contracts or for any indirect or consequential loss or damage of any kind howsoever arising.

7.3 Nothing in these Terms shall exclude or in any way limit the liability of the Organizer in a manner contrary to law.

7.4 The Organizer shall not be liable for any delay or damage or loss caused by any act of God, terrorist activity, political unrest, riot or other event, fact or circumstance beyond the Organizer’s reasonable control.

7.5 The Exhibitor shall take out and maintain adequate insurance which shall not entitle the insurers to exercise any subrogation rights against the Organizer and the Exhibitor shall on demand provide sufficient evidence of such insurance to the Organizer.

Without prejudice to the foregoing provisions in this Clause 7, in the event of the Organizer having any liability, the claimant shall first of all recover or procure to be recovered the money payable by the insurers under the insurance policies between the insurers and/or all relevant parties relating to the subject matter or event from which the Organizer’s liability arises and the claimant’s claim against the Organizer is limited to the extent that the money paid and/or payable by the insurer under such insurance policies is not sufficient to reasonably compensate the claimant.

7.6 We recommend Exhibitors obtain Event Cancellation Insurance including coverage for Terrorism. Please note that as per the Terms and Conditions: Exhibitors withdrawing from the Agreement after receiving confirmation of acceptance of the contract are subject to penalty charges. The charge is determined by the date of withdrawal from the contract.

Article 8 – Termination

8.1 The Organizer may terminate this agreement forthwith by notice in writing to the Exhibitor or exclude the Exhibitor from the Exhibition, if the Exhibitor: 8.1.1 commits a material or persistent breach(es) of any these Terms and, having received from the Organizer a notice giving full particulars of the breach(es) and requesting that the same be remedied, has failed to remedy such breach(es); 8.1.2 becomes insolvent, enters into liquidation or bankruptcy, passes a resolution for its winding up, has a receiver or administrator appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt; or 8.1.3 ceases, or threatens to cease, to carry on business; and 8.1.4 in the course of preparation for the Exhibition or during the Exhibition, acts in violation of law, including but not limited to performing any act or committing any omission which is or is likely to be in violation of the intellectual property rights of third parties.

8.2 In the event that the Organizer exercises its right to terminate this agreement, the license by the Exhibitor over the Space will cease and the Exhibitor shall pay to the Organizer liquidated damages (and not as penalty) as follows:

- Within 10 calendar days of acceptance: Entire fee waived
- Between 11 calendar days and August 5, 2018: 75% of the fee is due
- From August 6 to September 26, 2018: 100% of the fee is due

8.3 The Organizer shall be entitled to remove any person or thing or exclude the Exhibitor from the Venue in the event that the Organizer considers such removal or exclusion to be in the interests of the Exhibition, the Venue or the other exhibitors or visitors at the Exhibition. In such event, the Fee shall be forfeited to the Organizer as liquidated damages (and not as penalty).

Article 9 – Compliance with laws and regulations

9.1 The Exhibitor shall comply with all applicable laws, regulations and codes of practice relating to the Exhibition and the Exhibitor’s attendance at the Exhibition, including without limitation, all local laws and fire and safety regulations, the rules and regulations set out in the Exhibition Manual and any additional rules imposed by the operator or owner of the Venue or the government.

9.2 All materials used for building, decorating and covering the Stand or forming part of the Stand must

be 9.3 No explosives, detonating or fulminating compounds or other dangerous materials shall be brought into the Exhibition by or on behalf of the Exhibitor.

Article 10 – Law and jurisdiction

10.1 These Terms shall be governed in all respects by the laws of New York and the courts of New York shall have exclusive jurisdiction to deliberate any disputes between the parties.

Article 11 – Notices

11.1 Save in relation to Clause 4, all notices and other communications served pursuant to or in connection with these Terms shall be sent by written correspondence, such as email, to the address as specified in the Stand Rental Agreement for each party or to such other address as either party may notify for such purpose.

11.2 Subject to Clause 4, notices shall be deemed served in accordance with the following;

11.2.1 if sent by first class post to an address within New York, two working days after posting and if sent elsewhere, seven working days after posting;

11.2.2 if sent by courier or overnight mail, on confirmed delivery; or

11.2.3 if sent by fax, on confirmation of transmission.

11.2.4 Service of process. In the event of a legal dispute, the parties consent to accept service of process by overnight mail service such as FEDEX and stipulate that proof by a tracking number to the relevant address is such service shall constitute proof of good and valid service on the date delivered.

Article 12 – General

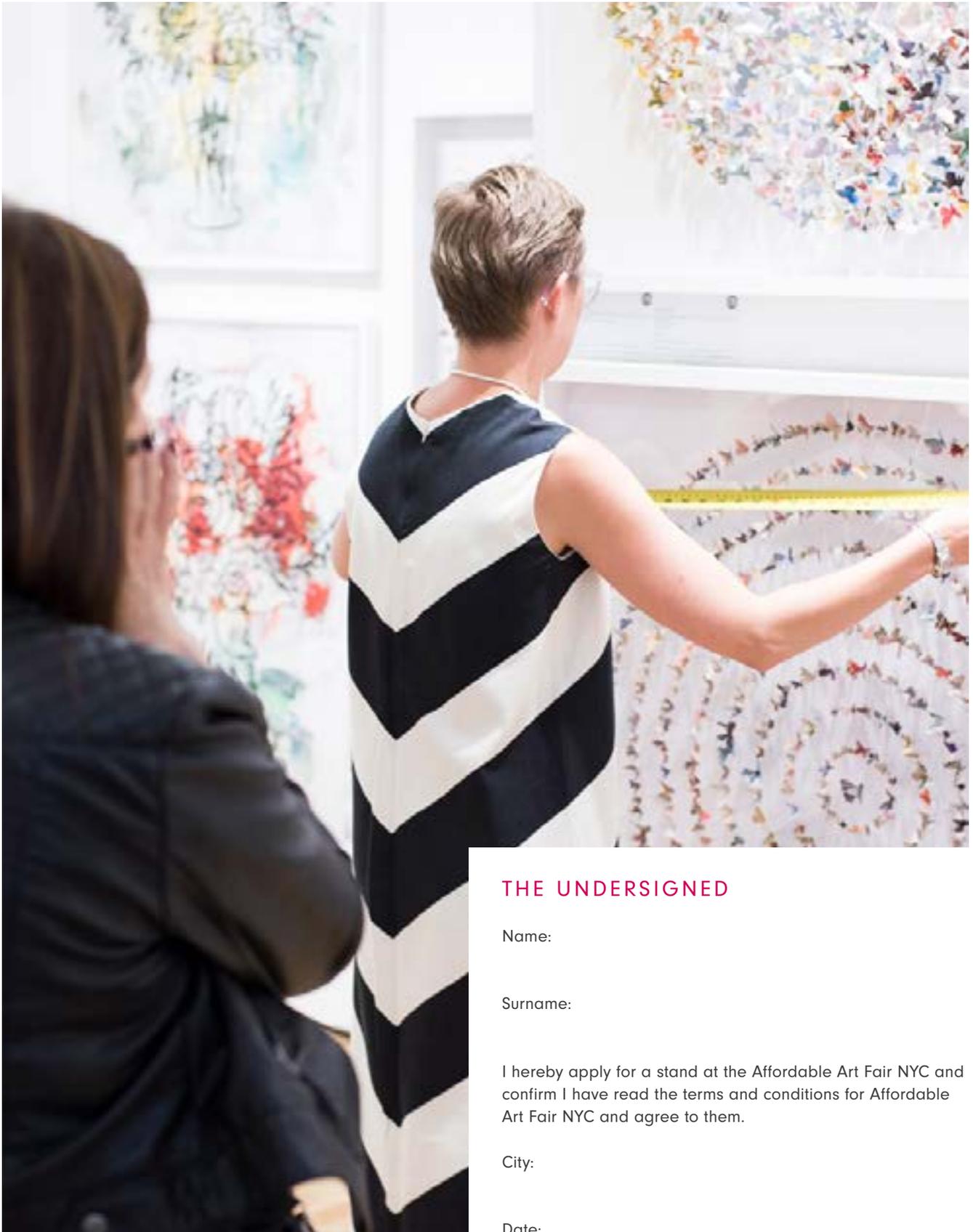
12.1 The failure of either party to enforce any terms of or right arising pursuant to these Terms does not constitute a waiver of such term or right and shall in no way affect that party’s right later to enforce or exercise the term or right.

12.2 The invalidity or unenforceability of any term of or right arising pursuant to these Terms shall not adversely affect the validity or enforceability of the remaining terms and rights.

12.3 These Terms constitute the entire agreement between the parties with respect to its subject matter and supersedes any prior agreement, or arrangement between the parties, whether oral or in writing, with respect to the same. No representation, undertaking or promise whether, without limitation, relating to location of the Space, visitor or exhibitor attendance figures or otherwise, shall be taken to have been given or be implied from anything said or written in communications between the parties prior to these Terms, except as set out herein. Neither party shall have any remedy in respect of any untrue statement made to it upon which it has relied in entering into these Terms (unless such untrue statement was made fraudulently) and that party’s only remedies shall be for breach of contract as provided in these Terms.

12.4 Subject to the definition of “Organizer” pursuant to which it is intended to confer a benefit on the named third parties, nothing in these Terms shall confer on any third party any benefit to enforce any of the Terms whether pursuant to any statute or otherwise.





THE UNDERSIGNED

Name:

Surname:

I hereby apply for a stand at the Affordable Art Fair NYC and confirm I have read the terms and conditions for Affordable Art Fair NYC and agree to them.

City:

Date:

Signature