

Art Revolution Taipei

Prospectus and Policies

For the efficiency and success of Art Revolution Taipei 2019 (the "Fair"), Taiwan International Contemporary Artist Association (the "Organizer") has provided this Prospectus and Policies (the "Prospectus") with exclusive right to amend, revise and interpret the provisions hereof at Organizer's full discretion. Applicant(s) and Exhibitor(s) shall comply with all requirements thereof and implement the provisions effectively.

1. Exhibition Site & Duration

- (1) Exhibition Period: Fri.-Mon., April 26-29, 2019 (Private Preview: Thu. April 25, 2019)
- (2) Exhibition Center: Taipei World Trade Center Hall 3
6, Song-Shou Rd, Taipei 110, Taiwan
- (3) Opening Hours: April 26-29, 2019 11:00 — 19:00
- (4) Private Preview: Thu., April 25, 2019 VVIP: 16:00 — 19:00; VIP: 19:00 — 22:00
- (5) Exhibitor Set-up: Thu., April 25, 2019 07:00 — 12:00
- (6) Exhibitor Dismantling: Mon., April 29, 2019 19:00 — 21:00

2. Eligibility of Artwork & Exhibitor

- (1) Eligible artworks include modern and contemporary paintings, sculptures, sketches, photographs, installation art and films ("Artwork Categories"). All artworks shall be original and available for sale. The discount rate shall NOT exceed 20% off on-site.
- (2) Organizer has started to review applications and will release the admissions constantly until all booths are secured by admitted Applicants.
- (3) The success of this event depends on each artist and gallery participating in the Fair. Organizer therefore reserves the exclusive right to accept or reject any application at its full discretion.
- (4) In order to confirm the eligibility of Applicant or Exhibitor as well as to allocate the booths properly, Applicant shall fill out the Application Form, provide a brief Artist Statement(s) and submit 3-10 digital images of artworks for each Category (JPG file format; please indicate the retail prices, sizes and media of the artworks). A numbered edition must be submitted for all sculpture and photography artworks. The digital images will be first reviewed before admission to be granted. If any of the required information is not provided, Organizer will not review the application materials and thereby no admission will be granted.
- (5) Applicant shall ensure the information and artworks submitted to be real, accurate and complete. Organizer may require Applicant or Exhibitor to provide the entire artworks and related details and may use such artworks and information free of charge in nonprofit promotion.
- (6) If Applicant provides false information or submits any false artwork or any artwork not in compliance with Organizer's requirements or not on the list prior submitted to Organizer, Organizer may require Applicant to take necessary correctional actions within a period of time. Organizer may, without refunding the prepaid booth fee, disqualify Applicant and withdraw the eligibility to participate in the Fair if Applicant fails to take the correctional actions within the required period of time.

【NOTE】 All artists and categories of the exhibits shall be approved by Organizer in advance. If Applicant or Exhibitor displays any artworks created by or belonging to unapproved artists or categories, Organizer may require necessary correctional actions to be taken within a period of time. Failure to take such actions on time will cause a USD 1,562.50 or TWD 50,000.00 penalty for each unapproved artist or category. The card holder listed on the Application Form authorizes Organizer to charge the penalty by the provided credit card without prior notification. If Organizer, at its sole discretion, deems the breach of this Agreement to be material, Organizer may withdraw the eligibility of Exhibitor without refunding any prepaid fee.

- (7) After the installation of the artwork, Organizer may review and make the final judgment on the artworks and without refunding the prepaid booth fee, may reject any ineligible artwork to be displayed at the Fair.

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3. Booth Size & Fee

- (1) Size: 9 sq. m. per unit. Each booth may include different quantity of units. Please refer to the Floor Plan at www.arts.org.tw for details. Each unit (9 sq. m.) shall display only one category of artworks created by one individual artist.
 - (2) Standard equipment: 2.5 m high partition walls (Each booth may encompass different amount of the partition walls as outlined on the Floor Plan at www.arts.org.tw.), one set of unified booth signs with the artist's name, six spot lights, one table, two folding chairs and carpet.
 - (3) Booth Fee
 - Booth Fee is from USD 3,333.00 to 4,000.00 (or TWD 100,000 to 120,000) per unit (9 sq. m.). Please refer to the Floor Plan at www.arts.org.tw for booth allocation and fee schedule.
 - **Deposit:** USD 1,000.00 or TWD 30,000 per unit (9 sq. m.). The full deposit shall be paid within 7 days after Organizer send out the official notice of the admission into the Fair. In order to secure the booths applied by Applicant who fails to pay the deposit on time, the card holder listed on the Application Form hereby authorizes Organizer to charge the deposit by the provided credit card without prior notification. Failure to make the payment will be considered forfeiture by Applicant regarding the participation in the Fair. Eligibility of the booth will be terminated by Organizer and given toward other applicants who are next in line on the waiting list.
 - **Balance due:** Remaining balance shall be paid by September 20,. If the balance is not paid in full by the deadline, eligibility of the booth will be terminated by Organizer and given toward other applicants who are next in line on the waiting list. In this case, the deposit will not be refunded.
 - (4) Payment: Please pay by credit card or wire transfer.
 - Credit Card: Only MasterCard, Visa, American Express and Discover will be acceptable.
 - Wire Transfer: Beneficiary's Name: Taiwan International Contemporary Artist Association
Bank Name: Bank Sinopac
Swift Code: SINOTWTP
Account Number: 122-008-0000866-6
Bank Address: 4F No.17, Po Ai Rd., Taipei, Taiwan, R.O.C.
- ※Applicant or its agent who makes the transfer shall pay or reimburse all related bank wire fees, including but not limited to any additional service fees charged by the correspondent bank or beneficiary bank.
- ※Please fax the remittance statement or other payment certificates to Organizer at +886-2-7743-2333 with the artist name(s) and application no. noted.

4. Booth Allocation

Organizer will allocate booths based on the theme of the Fair and plan the overall layout. Organizer reserves the right to adjust the final booth allocation and layout. All Applicants and Exhibitors will fully understand and support these final decisions made by Organizer.

5. Withdrawal

- (1) Booth fees are nonrefundable if Applicant or Exhibitor withdraws from the Fair with or without reasons.
- (2) Booth deposit amounts are non-refundable even if Applicant or Exhibitor decides to have fewer booths than originally reserved. The specific deposit amount of the withdrawn booth(s) cannot be used towards offsetting the booth fee for the remaining booth(s).

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6. Booth Usage

- (1) Applicant or Exhibitor will have full usage of the booth once fees are paid in full in compliance with the rules provided in this Prospectus and all other guidelines set out by Organizer.
- (2) The usage of the booth is non-transferable. Without any prior consent of Organizer, Applicant or Exhibitor shall not allow any third person to use the booth(s) with or without charge. Any violation of this agreement will be considered a material breach of contract and Organizer may thereby terminate Applicant or Exhibitor's participation and qualification in the Fair without refunding any prepaid booth fee.
- (3) Applicant or Exhibitor shall not display and sell cultural and creative goods or any artworks that have been displayed at previous Art Revolution Taipei held by Organizer. The height of the exhibits shall be lower than the display panels. Unless the size of the artworks are less than 55 cm x 41 cm, no works may be displayed above or below the other exhibit on the same panels. Ink works shall be framed as watercolor ones, and no scroll paintings will be allowed.
- (4) Art collections, books and other publications displayed or distributed by Applicant or Exhibitor shall not contain pornography, violence or other prohibited content against public policy or morals. Foreign publications are required to provide documentation proving the completion of import procedures before distribution and sale.
- (5) Additional furniture or other display aids may be used at the booths, subject to the approval of Organizer.
- (6) Applicant or Exhibitor shall not put up any poster and other promotional materials at the booths until receiving the approval by Organizer.
- (7) Applicant or Exhibitor may not display any pieces of art that have not been screened and preapproved for exhibition by Organizer. Any violation of this agreement will be considered a material breach of contract. Organizer may require Applicant or Exhibitor to take necessary correctional actions within a period of time. Organizer may, without refunding the prepaid booth fee, withdraw the eligibility of Exhibitor if Applicant or Exhibitor fails to take the correctional actions within the required period of time. Applicant or Exhibitor shall be liable for any damage caused by such violation or failure.
- (8) If Applicant or Exhibitor violates any rules stated in this section and thereby causes a third party losses and/or damages, Applicant or Exhibitor shall be fully responsible for such losses and/or damages of the third party.
- (9) Exhibitor shall ensure that any artworks for display are the originals and do not infringe any intellectual property rights or other rights of any third party. Applicant or Exhibitor shall be fully responsible for the damages caused by such infringements.
- (10) Applicant or Exhibitor will need to go through certain procedures and pay for all applicable taxes under the laws of Taiwan for all sales of any artworks during the exhibition.

7. Booth Design & Facilities Use

- (1) Organizer will create and develop the booth design based on the exhibition as a whole, and the booth will be standard. If Exhibitor requires additional equipment or services, please submit the "Booth Design Form" and "Equipment Request Form" before December 28, 2018. Construction shall not be commenced until receiving Organizer's approval.
- (2) The construction team will work based on the construction design provided by Organizer, and without prior approval by Organizer, Applicant or Exhibitor is prohibited to change the final booth design for any purpose. If Applicant or Exhibitor violates this subsection and Organizer, at its sole discretion, deems the violation to be material, Organizer may withdraw the eligibility of Exhibitor without refunding any prepaid fee.
- (3) Applicant or Exhibitor shall comply with the "Installation and Dismantling Rules" and the "Booth Design and Usage Rules" provided by Organizer. Please refer to the "Exhibitor Manual" for more information and explanations.

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8. Exhibition Services

- (1) Transportation for artworks: Organizer will assign a professional logistic company to provide service regarding artwork shipping, storage and customs procedures. Applicant or Exhibitor shall be responsible for all packing and shipping charges, insurance costs, tariffs, custom fees, other handling expenses and risk of loss or damage incurred in the delivery of artworks.
- (2) Hotel Accommodations: Organizer will provide nearby hotel information with promotional rates for Applicant or Exhibitor who shall be responsible for the hotel fees.
- (3) Booth Cleaning: Organizer will provide and arrange daily cleaning for the public area of the exhibition site.
- (4) Exhibition Facilities: A coffee lounge and a resting area will be provided by Organizer.
- (5) Payment: After deducting taxes (e.g. VAT and withholding tax, if any) and handling fees (e.g. credit card processing fees, bank charges and etc.) from the sale price, Organizer will wire transfer the remaining to the bank account designated by Applicant within 30 business days after the closing of the Fair.
- (6) VIP Invitations: Organizer will host an exclusive preview in the evening before the opening. Organizer will send out VIP invitations and tickets to invite collectors, artists, art agents and exhibition planners to attend this special event.
- (7) Other services: Organizer will recommend other related services provided by cooperative manufacturers, interpreters or additional staff at the costs of Applicant or Exhibitor.

9. Catalogue

- (1) Organizer will publish a color and fine print catalogue in which the information of all artists and some of the exhibits will be included. Organizer will have the exclusive right to design and edit the contents of the catalogue. Each booth will be allotted two pages in the catalogue. If the booth includes more than one unit, each additional unit may be allotted one more page free of charge. The number of free catalogues that Applicant or Exhibitor may receive will depend on the units of the booth (i.e. one unit, one free catalogue).
- (2) If Applicant or Exhibitor has provided any pictures and/or information which do not meet the catalogue's requirements listed on the registration form, the unqualified pictures and/or information will not be published. Applicant or Exhibitor may not claim any losses and/or damages caused by the submission of unqualified pictures against Organizer. Applicant and Exhibitor shall ensure the accuracy of the provided statement. Organizer reserves the right to edit the information but has no duty to correct any error or typo caused by Applicant or Exhibitor.
- (3) Applicant or Exhibitor shall e-mail the digital files of the exhibit artworks directly to Organizer by December 10, 2018. Applicant or Exhibitor waives the right to be published in the catalogue if Organizer does not receive the files by the deadline. Organizer will not be responsible for any losses and/or damages of non-publication.

10. Cost for Installation & Dismantling

All expenses in connection with installation and dismantling of the artworks, including the fees of transportation, insurance, materials, equipment rental and etc., shall be the responsibility of Applicant or Exhibitor.

11. Intellectual Property

- (1) Applicant or Exhibitor shall guarantee that the submitted artworks do not infringe any intellectual property rights of any third party and do not violate any rules provided by Organizer. Applicant or Exhibitor shall be fully responsible for and indemnify Organizer from and against any claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any claim that the artworks infringe upon and furthermore, of any intellectual property rights or other rights of any third party.

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- (2) Organizer does not have to pay any royalty fees to Applicant or Exhibitor, and Organizer reserves the right to photograph and publish pictures or other printed promotional materials, etc. in order to promote and advertise Fair. Organizer can also reproduce Applicant or Exhibitor's exhibits, artworks and documents for advertising.
- (3) Applicant or Exhibitor shall not make, distribute or sell any leaflets, catalogues album, souvenirs or other Fair related products on behalf of Organizer or the Fair (Art Revolution Taipei) without prior consent by Organizer.

12. Insurance

Applicant or Exhibitor must carry commercial general liability insurance including projects and completed operations, independent contractors, personal injury, and blanket contractual liability insurance. It is strongly recommended that Applicant or Exhibitor also carry product insurance to cover loss of, or damage to, their exhibits. Organizer shall not be responsible for any direct or indirect loss or damage during the exhibition period.

13. Security

- (1) The entire exhibition site will be provided 24-hour perimeter security between installation and dismantling.
- (2) Until the end of the Fair, no artwork is allowed to be removed from the exhibition hall without the permission signed by Organizer.
- (3) Artwork not on the list prior submitted to Organizer or not for display shall not be brought in the exhibition hall by any Applicant, Exhibitor or agent unless expressly approved by Organizer.
- (4) Applicant, Exhibitor and agents shall comply with the rules and policies in connection with fire, security and other safety requirements provided by the Exhibition Center. Applicant or Exhibitor shall be responsible for any injury, loss and damage caused by its intentional or negligent in compliance.
- (5) Background music in the booth shall not reach above 70 decibels or the Exhibition Center reserves the right to cut off power supply to the booth.

14. Force Majeure

In the circumstances of force majeure or other events beyond Organizer's control, including but not limited to earthquakes, severe weather, wars, strikes, terrorist attacks, severe epidemics and government regulation, Organizer may postponed the Fair and/or extend or shorten the exhibition period. No Applicant or Exhibitor may claim any refund or reimbursement against Organizer.

15. Choice of Law & Jurisdiction

The provisions provided in this Prospectus shall be governed by and construed in accordance with the laws of Taiwan, without regard to conflict-of-law rules thereof. All disputes arising in connection with the Fair shall be resolved by disputing parties through their further agreements. In failing to settle the disputes accordingly, the Taipei District Court shall be the court of competent jurisdiction for the first instance.

Application No.: _____ (For Organizer use only)

APPLICATION FORM

Theme of 2019 A.R.T.: A soul tattooed by the art.

Please print all information clearly.

Name of Artist: _____ Year of Birth: _____ Representative Gallery: _____
First Name Last Name

Address: _____ Zip Code: _____

TEL: _____ FAX: _____ E-mail: _____

Contact Person: _____ Cell: _____ E-mail: _____

*** Organizer will contact Applicant by e-mail only. Please be sure the above email addresses are complete and correct.**

Artwork Category (1 category per booth unit): Painting Sculpture Photography Installment Art Film

Booth Application: Please refer to the floor Plan at www.arts.org.tw for booth allocation and fees.

Total: _____ booth unit(s) (approx. 100 sq. ft. (9 sq. m.) each, **allocated by Organizer**)

Credit Card Information: MASTERCARD VISA AMERICAN EXPRESS DISCOVER

Account Number: _____ Expiration Date: _____

Name on Card (Print): _____ Signature: _____

**** The full deposit shall be paid within 7 days after Organizer send out the official notice of the admission into the Fair. To secure the booth(s) applied by Applicant who fails to pay the deposit on time, the above card holder hereby authorizes Organizer to charge the deposit TWD 30,000.00 by the listed credit card without prior notification. The deposit is nonrefundable if Applicant or Exhibitor withdraws from the Fair with or without reasons at any time.**

Application Materials (Please e-mail the following application materials to Organizer at artrevolution@arts.org.tw.)

1. Completed Application Form (**Please be sure that the above Names of Artist(s) and Representative Gallery are correct, which will be shown on the catalogue, flags, booth signs or other applicable promotional materials of the Fair.**)
2. Brief Artist Statement and CV resume; 3-10 digital images of artworks per category (JPG file format, please indicate the retail prices, sizes and media of the artworks.) A numbered edition must be submitted for all sculpture and photography artworks.

Applicant Agreement: By signing this application form, the above Artist/Credit Cardholder agree to accept all decisions made by Organizer as final, to abide by all policies and rules provided by Organizer and to allow Organizer to retain all application materials at its full discretion. Artist/ Cardholder also agree that Organizer and any person in trust for Organizer may collect, process, use and transmit the information provided for any propose relating to this Fair. Artist/Cardholder give Organizer and its trustee(s) permission to safe keep this information at the offices and computer systems of Organizer and its trustee(s). Artist/Cardholder may call during regular business hours of Organizer or send an email to request for: (1) inquiry, review or duplicate copy for a nominal fee, (2) supplement or correction, (3) discontinuing collection, processing or use, or (4) deletion from the computer database(s). Artist/Cardholder also understand that after receiving the termination of consent, Organizer may withdraw Artist's eligibility to participate in this Fair and will regrettably not provide any service with regard to this Fair.

Signed: _____ Date: _____ (mm/dd/yyyy)