

# THE PHAIR / PHOTO ART FAIR

## APPLICATION FORM THE PHAIR 2023 - PAG.1

**Characteristics and Admission Criteria:** THE PHAIR is fair dedicated exclusively to works created using the photographic medium. Admission is reserved to Contemporary Art Galleries.

**The Application Form:** The Application Form and the General Conditions of Participation must be signed, under penalty of non-acceptance and sent to the Organization by March 10th 2023. The application must be completed in all its parts. The number of stands is limited. Any preference for the position expressed on the application will be taken into account whenever possible, but such request will not be in any way binding or conditioning for the Organization.

**Documentation to be attached to the application:**

- Description of the artistic project, photographic documentation of the works you intend to exhibit and biography of the artists you want to present at The Phair (don't sent catalogues, the material sent will not be returned).
- Short history of the gallery (max 1000 bars), list of artists represented, list of the fairs in which gallery participated in the last two years.

**Application Form complete with the deposit and all required documentation must be sent by March 10th 2023 to: [apply@thephair.com](mailto:apply@thephair.com).**

**We will not consider Application Form sent in different way or sent to other e-mail address.**

**Acceptance:** The Acceptance of the Artistic Project is left to the unquestionable judgement of the Committee. The selection criteria are based on the quality of the submitted project and compatibility with the characteristic and admission criteria of THE PHAIR. By signing and sending the Application Form to THE PHAIR, the Exhibitor agrees to be bound by the terms and condition of participation described in this Application Form and in General Regulations and undertakes and obliges, bindingly, to pay the sum of € 1,000.00 plus Italian VAT as a deposit by and no later than March 10th, 2023 regardless of whether the Organisation sends acceptance. **The payment of the deposit is an essential condition for the confirmation of the application.**

The Application Form and the General Regulations will become a binding contract once the Organisation has communicated its acceptance in writing and this acceptance will be followed by the commitment and obligation of the participant to pay the balance of the amounts due. Non-payment of the deposit by the deadline envisaged will result in the automatic exclusion of the participant, without affecting the right of the Organisation to claim damages.

**Location and exhibiting space:** THE PHAIR takes place in Torino Esposizioni, an exhibition complex in the city of Turin, designed by Ettore Sottsass senior in 1938, in collaboration with Pier Luigi Nervi. It is located in Via Petrarca 39/b, in San Salvario district, on the edge of the historic Valentino's Park.

The exhibition space consist of 24 sq.mt.

The walls of the exhibition space are made of white painted honeycomb wood panels (h. 400cm - width 100cm each).

**Equipment provided by THE PHAIR:** 1 table, 2 chairs, 1 wastepaper bin, 1 electrical outlet, 6 LED spotlights 50 W each equivalent to 250 W each.

It also possible to request additional 50 W LED spotlights and the painting of panels in a different color from white. The modalities of request and the relative cost will be communicated in the Technical Norms that the Exhibitor will receive contextually to the confirmation of the participation.

Equipment for the Exhibitor: presence in the catalogue and on the Fair website, copy of the catalogue, Exhibitor pass and tickets for the Opening, Guest invitations and other promotional material.

**Cost of the exhibition space: € 5,000.00 + Italian Vat**

All prices are to be considered + Italian VAT at the current rate

**Deposit** (to be paid no later than March 10th 2023) **€ 1,000.00 + Italian Vat**

**Flat Rate Balance** (within April 7th 2023) **€ 4,000.00 + Italian Vat**

**Terms and condition of payment:**

- The Amount of € 1000.00 + Italian VAT must be paid by and no later than March 10th 2023 as a deposit.
- Applications without the deposit paid by the deadline will not be considered valid and the project will not be submitted to the selection committee.
- The balance amount € 4,000.00 + Italian Vat must be paid no later than April 7th 2023. In absence of the balance, it will not be allowed to set up the allocated exhibition space.
- Payment must be made exclusively in Euro. Bank charges are to be borne by the Exhibitor. Payments must be made by bank transfer.

Bank Transfer in the name of:

**THE OTHERS SRL | BPER Banca**  
**IT03F0538701008000042212324**  
**SWIFT/BIC: BPOMIT22XXX**

**THE OTHERS SRL | Banca d'Alba credito cooperativo sc**  
**IBAN: IT67A0853001006000800100985**  
**SWIFT/BIC: ICRAITREQ0**

**Please include the Exhibitor's name in the transfer to ensure proper credit.**

The Exhibitor accepts the invitation to take part in THE PHAIR, under the above conditions, to committing to respect with all the articles of the General Regulation.

Date \_\_\_\_\_

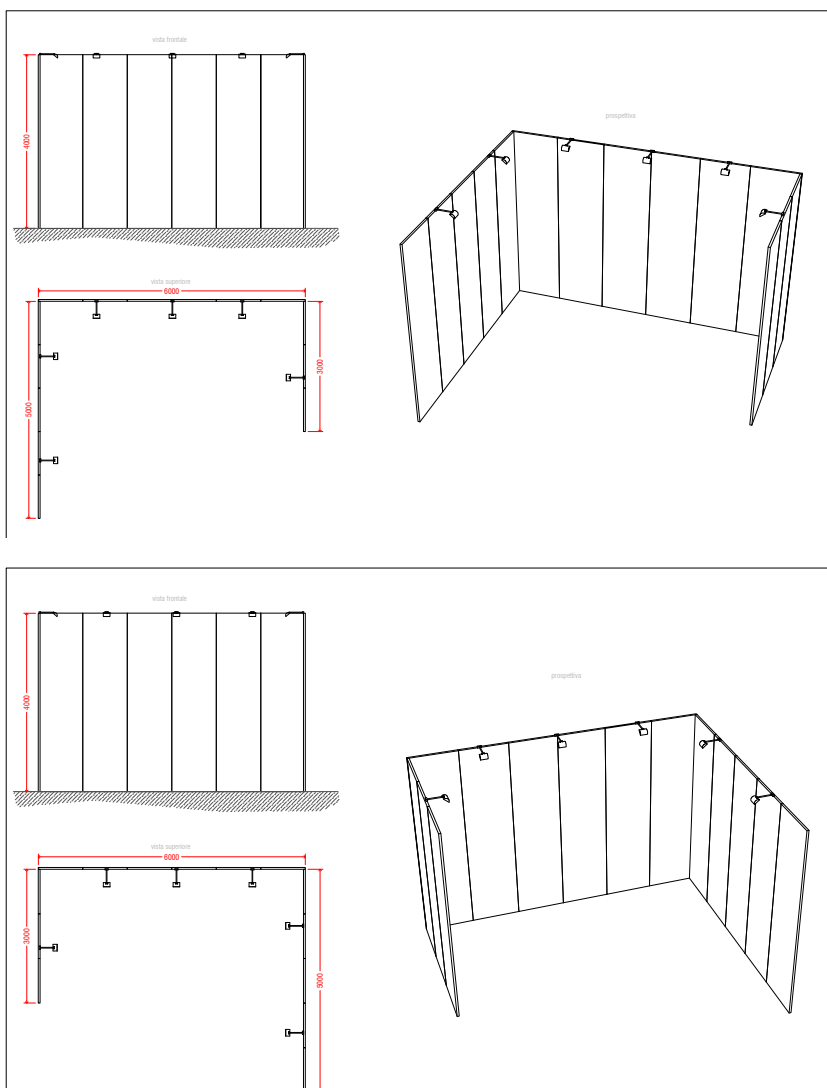
COMPANY STAMP AND SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

\_\_\_\_\_

## APPLICATION FORM THE PHAIR 2023 - PAG.2

### Timetable

Application and Required Deposit (€ 1000,00 + Italian Vat) _____	March 10th 2023
Balance Payment _____	April 7th 2023
Exhibitor's Set Up _____	May 3rd 2023 - from 08.00 am to 08.00 pm
Press Conference _____	May 4th 2023 - from 10.30 am to 11.00 am
Press Preview _____	May 4th 2023 - from 11.00 am to 01.00 pm
VIP Preview (by invitation only) _____	May 4th 2023 - from 02.00 pm to 05.30 pm
Opening (by invitation only) _____	May 4th 2023 - from 05.30 pm to 09.00 pm
Public Opening time _____	May 5th - 6th - 7th 2023 - from 11.00 am to 08.00 pm
Exhibitor's Dismantling _____	May 7th 2023 - from 08.30 pm to 10.00 pm/ May 8th 2023 from 08.00 am to 01.00 pm



# APPLICATION FORM THE PHAIR 2023 - PAG.3

## Exhibitor Information (please write in capital letters):

Exhibitor Name: \_\_\_\_\_ Established (year): \_\_\_\_\_

Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_ City: \_\_\_\_\_ Country: \_\_\_\_\_

Ph: \_\_\_\_\_ E-mail: \_\_\_\_\_ Website: \_\_\_\_\_

Facebook / Twitter / Instagram: \_\_\_\_\_

## Exhibitor Contact:

Name: \_\_\_\_\_ Surname: \_\_\_\_\_ Position: \_\_\_\_\_

Mobile: \_\_\_\_\_ E-mail: \_\_\_\_\_

## Invoicing Data

The Company: \_\_\_\_\_ TAX N: \_\_\_\_\_ VAT N: \_\_\_\_\_

Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_ City: \_\_\_\_\_ Country: \_\_\_\_\_

## Authorized Representative:

Name: \_\_\_\_\_ Surname: \_\_\_\_\_

## The Exhibitor wants to participate to THE PHAIR with the following artist:

Name and Surname \_\_\_\_\_

Name and Surname \_\_\_\_\_

Name and Surname \_\_\_\_\_

All exhibitors from abroad - EU and extra EU countries – holders of a regular VAT number in their own country - participating to a fair or exhibition in Italy - will receive an invoice without the Italian VAT (non taxable according to the regulation as per DPR 633/72, section 7-ter, paragraph 1, subparagraph a) ). From 1 January 2011, the Italian VAT is not a required payment and consequently a refund need not be requested. The regulations do not apply to Italian exhibitors. All exhibitors from abroad - EU and extra EU countries – not holders of a regular VAT number in their own country have to pay the Italian VAT. VAT at the statutory rate will be added to all invoices. Exhibitors from abroad – EU and Extra EU countries – not holders of a regular VAT number in its own country may apply to the Tax Office for the refund of the VAT paid as indicated in Art 38-ter DPR 633/72 following EEC provisions.

The Exhibitor agrees to participate to THE PHAIR, observing all the articles of the application and he accept to read and to sign them.

Date \_\_\_\_\_

COMPANY STAMP AND SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

\_\_\_\_\_

By signing and submitting this document, the Exhibitor agrees to be bound to Terms & Conditions of Participation described herein (General Condition of Participation) and in the Application Form. In the terms and for the purpose of Arts. 1341 and 1342 of the Italian Civil Code, he declares that he has read and that he agrees explicitly to the Arts., 4 (Terms of Payment), 5 (Acceptance), 6 (Space Allotment), 7 (Withdrawal), 8 (Joined Participations), 9 (Abandonment), 11 (Postponement, Reduction or Cancellation of the Exhibition), 17 (Prohibition), 19 (Advertisement), 21 (Integrative Provisions), 22 (Technical Norms), 23 (Provisions and Regulations), 24 (Liquidated Damages - Termination pursuant), 25 (Provisional Execution), 28 (Competent Court).

Date \_\_\_\_\_

COMPANY STAMP AND SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

\_\_\_\_\_

According to EU Regulation 679/2016 and Legislative Decree n. 196, 30/6/2003, regarding privacy policy, we inform you that the data supplied will be exclusively used for administrative and promotional purposes and treated in the utmost secrecy.

# THE PHAIR / PHOTO ART FAIR

## GENERAL CONDITIONS OF PARTECIPATION THE PHAIR 2023

### **Art. 1 – Show Name, location, organizer and purpose**

The Phair- hereunder quoted as Exhibition - that takes place in Turin. The Others srl , hereunder quoted as Organizer, organizes the Exhibition on behalf of Associazione The Others. The Organizer relies on a Consulting Committee formed by outstanding representatives of the contemporary art world, hereunder quoted as Committee. The aim of this initiative is to realize, in special exhibiting spaces assigned exclusively to the Exhibitors, a co-ordinated display of photography art.

### **Art. 2 – Admission eligibility**

Admission to The Phair is reserved to contemporary art and photography galleries. The participation of Auction House, mail order companies, independent artist, private individuals is not admitted.

### **Art. 3 – Application procedure**

3.1 The contract is constituted by the Application Form and the present General Conditions of Participation. For convenience Application Form and General Conditions of Participation will be hereunder quoted as Application. Application must be signed and duly stamped by the authorized representative of the applicant company and this request will be valid only if fully filled in and presented according to the fixed terms.

3.2 The Exhibitor guarantees that all the information in his own Application is accurate and authentic.

3.3 Application must be sent by email to [apply@thephair.com](mailto:apply@thephair.com).

3.4 Application is subject to acceptance as described in Art. 5.

3.5 The presentation of the Application constitutes an irrevocable commitment on the part of the applicant and in implies the obligation to pay the deposit within the specified deadlines; acceptance of General Conditions, Technical Norms and any other rules relating to the organization and the Exhibition venues.

### **Art. 4 – Terms of payment**

4.1 As a deposit, the amount of € 1,000.00 + VAT must be paid no later than March 10th 2023. Payment of the amount provided as a deposit by way of booking does not give the applicant any right to acceptance of the Application to Participate in the Exhibition. The balance of the participation must be paid by April 7th 2023.

4.2 The invoice will be issued after the receipt of the total amount due. Only the payment of the amount due will give the Exhibitor the right to occupy the assigned exhibiting space. In case of withdrawal of the Exhibitor, after the Committee acceptance, of his lack of participation, of his lack of payment, the Exhibitor will be bound to pay the total amount and the penalty fee as stated in Art. 24. If it is technically still possible, the Organizer will cancel the defaulting Exhibitor from the catalogue and any other promotional materials.

### **Art. 5 – Acceptance**

5.1 Committee, in accordance with the Organizer, decides the exhibition space assigned and if accept or reject Applications. The Application Form will undertake the value of a contract if the Organizer accept the proposal. The Application Form has contractual value for the obligation of payment of the deposit within the prescribed terms, regardless of acceptance by the Organisation.

5.2 The Exhibitor can't ask to the organizer any type of compensation and/or indemnity.

5.3 The Organizer has the right to displace, reduce or increase the exhibiting space already allotted. This does not give the Exhibitor the right to ask the compensation or damages of any kind.

5.4 The admission can be cancelled at any time, depending on the absolute decision of the Organizer, in accordance with the Committee.

### **Art. 6 – Space allotment**

Exhibiting space will be assigned by the Organizer in accordance with the Committee taking in consideration the exhibition project presented by the applicant. Any placement preference will be taken into account whenever possible but such a request may not bind or condition the Organizer. The Organizer has the right to displace the exhibition space already allotted, according to organizational needs or technical reasons.

### **Art. 7 – Withdrawal**

Withdrawal is not allowed after the Committee's acceptance. The Exhibitor shall be required to pay the full price according to the conditions stated in Art. 4 and Art.24.

### **Art. 8 – Joint Participation**

Exhibitors may not sublet the assigned exhibiting area either entirely or partially.

### **Art. 9 – Abandonment**

The Exhibitor cannot abandon the assigned exhibiting area during the Exhibition. If the Exhibitor abandons the assigned exhibiting space for any reason, the Organizer shall have the right to take away any material and goods left by the Exhibitor at the Exhibitor's own risk and expense. The Exhibitor grants the Organizer the right to retain such materials until all costs due are paid by the Exhibitor, as well as the damages according to Art. 24.

### **Art. 10 – Display of goods in the Exhibition Area**

Only Exhibitor's artworks and publications can be displayed in the assigned exhibiting area. The Exhibitor guarantees the authenticity and legal provenience of artwork as well as the correspondence to the description of what is exhibited. The Organizer has the right to prohibit the display of any object which, at unrestricted discretion of the Committee, does not meet the requirements as stated in Art. 10, or are not included in the exhibition project approved by the Committee.

The Organizer may terminate the contract pursuant to Art. 1456 of the Italian Civil Code.

### **Art. 11 – Postponement, reduction or cancellation of the Exhibition**

It is the Organizer's irrevocable right to change venue, dates, opening hours, procedures, as well as to determine any other variation in the Exhibition. Furthermore the Organizer may postpone, reduce or even cancel the Exhibition, without being required to pay any kind of compensation or damages; the Organizer shall give written notification and only the down-payment amounts will be refunded, without interest. If the Exhibition is cancelled or suspended before its natural termination, for reasons beyond the Organizer's control, the Exhibitor shall not be entitled to claim any reimbursement or damages.

### **Art. 12 – Surveillance and cleaning**

12.1 The Organizer provides a general surveillance service, including the days of set-up and dismantling.

12.2 The Organizer shall not be held responsible for materials and goods left unattended inside the exhibition area during the Exhibition's opening hours. The Organizer shall not be held responsible for materials and goods inside the exhibition area during the Exhibition's closing hours.

12.3 The Organizer - although providing a general surveillance service including the days for the set up and dismantling - is exempt from liability relating to theft and / or damages that may be incurred by the Exhibitor.

12.4 The Organizer will never be bound to pay any kind of compensation to the Exhibitor. The Exhibitor shall personally attend to the assigned exhibiting area during set up, opening hours and dismantling.

12.5 The Exhibitor shall control the assigned exhibition area starting one hour before the opening of the Exhibition until the evening closing.

12.6 The Organizer reserves the right to ask for payment for damages, as stated in Art. 1456 of the Italian Civil Code, if the assigned exhibition area will be unattended by qualified personnel or if the dismantling will be started before the deadline.

12.7 The Organizer shall provide a cleaning service exclusively for the common areas. The Exhibitor shall take care of the cleaning of its assigned exhibiting area.

The tables provided by the organization must be used only to display promotional material (catalogues, brochures, press releases and other tools designed to promote the exhibitor's space, project and artistic activity).

Food and beverages may be consumed, but they must be kept out of public sight, and garbage must be placed in the bins provided to each exhibitor.

#### **Art. 13 – Insurance and exemption of Organizer from liability**

13.1 The Organizer stipulates, with a company of its choice, a civil liability policy for damages caused to third parties.

13.2 Each Exhibitor, with regard to the goods and fittings brought into the Exhibition's exhibiting area, shall stipulate a policy with a leading insurance company, at his own expense, taking upon himself any exemptions and exclusions agreed upon with the insurer, an insurance against all risks, including theft, burglary, breakage (as defined by the Art. 624 of the Italian Penal Code) and damages, in any form and kind whatsoever, fire, leakage and water damage, vandalism, as well as the risks of transport to and from the Exhibition's grounds. The Exhibitor shall also stipulate an appropriate third parties liability insurance policy. All the insurance coverage stated above should be valid throughout the stay of the Exhibitor or of his properties inside the exhibition area, including the exhibition closing time and all the days required for set-up and dismantling; such a coverage shall include a declaration by the insurer specifically renouncing at any recourse or claim for compensation against the Organizer, the exhibition venue or any individual or company entrusted by the same and against any third party which may be held liable thereof.

13.3 The Exhibitor will deposit a copy of his insurance policy at the offices of the Administrative Department, when requested even during the Exhibition.

13.4 The Exhibitor shall be exclusively liable for any damages whatsoever caused to third parties by any means, including other Exhibitors, during the Exhibition. The Exhibitor will also be liable towards the Organizer for all direct and indirect damages which, for whatever reason, could be attributed to him or to his staff, including damages caused by furnishings or systems installed either by the Exhibitor or by third parties engaged by him, even though they have been inspected by the Organizer.

13.5 By signing the Application, the Exhibitor guarantees he will grant a form releasing the Organizer from any liability and renouncing any recourse or claim for compensation.

#### **Art. 14 – Exhibiting space equipment and release**

14.1 The signing of this contract implies the acceptance of the Technical Norms that will be communicated to Exhibitors after the acceptance of their Application.

14.2 The set-up of the assigned exhibition area will be allowed during the period indicated by the Organizer and shall be completed within the day and at the time indicated on the Application Form; the dismantling may start on the days and at the times indicated by the Organizer and shall be completed within the date and time indicated by the Organizer.

14.3 The exhibiting spaces must be handed back in the same condition as they were assigned, free from any material not of the Organizer's property. Any damages to the equipment and structure will be charged to the Exhibitor.

#### **Art. 15 – Temporary importation**

The temporary importation of goods and materials from foreign countries to be displayed during the Exhibition must be carried out – at the Exhibitor's expenses – through a forwarding agent chosen by the Exhibitors or by the official one if indicated by the Organizer, in accordance with the procedures indicated in the Technical Norms; the forwarding agent shall be released from all liability towards the Exhibitor and the Organizer.

#### **Art. 16 – Catalogue**

16.1 Official Exhibition catalogue will be published and the participation to the Exhibition includes the publication in the catalogue.

16.2 The Catalogue Form must be sent within the date fixed on the Form, otherwise the exclusion from the catalogue.

16.3 The Exhibitor guarantees the truthfulness of the information published in the catalogue, keeping the Organizer uninvolved with respect to any third party.

16.4 The Organizer and/or printers and/or third parties will not be held responsible for the result as well as for any mistake and/or omissions in the catalogue, except for wilful misconduct or great negligence.

#### **Art. 17 – Prohibitions**

It is strictly forbidden:

- A) the exhibition of materials of non-exhibiting company;
- B) advertising or itinerant sale inside the exhibition area;
- C) the use, for whatever purpose, of loudspeakers and/or any other advertising sound device;
- D) to attract visitors to one's own exhibiting space by any means;
- E) to dismantle the exhibition space before the day and the time fixed by the Organizer;
- F) the entrance of any animal in the exhibition venues.

#### **Art. 18 – Reproduction rights**

The Exhibitor may not object to any graphic, photographic or video reproduction of the exhibition areas and of their content, nor to the sale of such reproductions, if ordered or authorized by the Organizer.

#### **Art. 19 – Advertisement**

Advertisement inside the exhibition area, in any form, is reserved exclusively to the Organizer or to people authorized by the same. Any form of advertising as specified in Art. 17 is forbidden. Any activity outside the exhibition area that may create troubles or may damage the Organizer or the Exhibition is also forbidden. If the Exhibitor infringes the above, the Organizer may terminate the contract as stated in Art. 1456 of the Italian Civil Code and can ask for damages.

#### **Art. 20 – Privacy Consent n. 196/2003 D.L. and subsequent amendments.**

The data supplied by the Exhibitor in the Application Form will be treated according to the EU Regulation 679/2016 and Legislative Decree. n. 196/2003. The Exhibitor agrees that all the information contained in the Application Form can be used for administrative (invoicing), statistical (anonymous) and promotional purposes (catalogue and other printed materials).

#### **Art. 21 – Integrative provisions**

The Organizer reserves the right of issuing, with immediate compulsory effect, further norms and regulations for the regular course of the Exhibition, with prior written warning. By signing the Application Form, the Exhibitor binds himself to observe all further norms issued by the Organizer.

#### **Art. 22 – Technical Norms**

The Exhibitor binds himself to take notice and comply with the Technical Norms concerning equipment, fire regulations and electrical apparatus. If the Exhibitor is not in possession of such regulations, it is up to him to request them from the Organizer, as soon as possible. If any such provisions are infringed by the Exhibitor, the Organizer has the right to terminate the contract and to ask for the liquidated damages (Art. 24).

#### **Art. 23 – Provisions and regulations**

The Exhibitor shall comply with all law provisions and applicable regulations, such as provisions regulating copyright, S.I.A.E. rules and norms, public security, fire accidents, health and safety on working places, industrial safety, in particular as 626/94 DL. and as later changed and integrated. Any violation of any laws and regulations shall entitle the Organizer to terminate the contract pursuant to ex Art. 1456 of the Italian Civil Code and the Exhibitor will pay the full price and the liquidated damages according to Art. 24.

**Art. 24 – Liquidated damages - Termination pursuant**

The violation of one of the clauses stated in these General Conditions of Participation may cause the immediate exclusion of the transgressor, without giving him the right to any reimbursement or indemnification by the Organizer and the Organizer will be entitled to the entire exhibition space rental fee and any further compensation for damages. In particular: if the Exhibitor infringes any of the obligations as stated in Arts. 4 (Terms of Payment), 7 (Withdrawal), 9 (Abandonment), he shall pay the Organizer the amount of € 6.000,00 + Vat at the current rate - where applicable as a penalty fee for damages. In any case, the Organizer shall have the right to claim damages exceeding the amount of liquidated damages.

Whenever in this contract a termination right is granted to the Organizer pursuant to Art. 1456 of the Italian Civil Code, the Organizer by means of written notice may terminate the contract. If a termination is decided by the Organizer during the Exhibition, the Exhibitor shall be obliged to immediately stop any business and exhibition in the assigned exhibiting space and shall remove any goods, things and equipment, according to what the Organizer decides. In case of contract termination for violation of prescribed norms, the Organizer shall have the right to ask for damages.

**Art. 25 – Provisional execution**

If a dispute arises between the Organizer and any Exhibitor, the Organizer will be entitled to begin the provisional execution of his measures.

**Art. 26 – Partial invalidity**

The invalidity of any article of the present Regulations, General Conditions and Application Form or of any part of such articles will not determine the invalidity of remaining articles or of remaining parts of articles.

**Art. 27 – Prevalent language**

As the present Regulations, General Conditions and Application Form are written in other languages in addition to Italian, in case of discordance, the Italian version will prevail.

**Art. 28 – Competent Court**

The Exhibitor accepts Italian jurisdiction alone and acknowledges as competent exclusively the Law Court of Turin where the Others Srl has its legal venue, and no other Courts. Relations between the Organizer, the Exhibitor and any third party are governed exclusively by Italian law.

Date \_\_\_\_\_

COMPANY STAMP AND SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

By signing and submitting this document, the Exhibitor agrees to be bound to Terms & Conditions of Participation described herein (General Condition of Participation) and in the Application Form. In the terms and for the purpose of Arts. 1341 and 1342 of the Italian Civil Code, he declares that he has read and that he agrees explicitly to the Arts., 4 (Terms of Payment), 5 (Acceptance), 6 (Space Allotment), 7 (Withdrawal), 8 (Joined Participations), 9 (Abandonment), 11 (Postponement, Reduction or Cancellation of the Exhibition), 17 (Prohibition), 19 (Advertisement), 21 (Integrative Provisions), 22 (Technical Norms), 23 (Provisions and Regulations), 24 (Liquidated Damages - Termination pursuant), 25 (Provisional Execution), 28 (Competent Court).

Date \_\_\_\_\_

COMPANY STAMP AND SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

According to EU Regulation 679/2016 and Legislative Decree n. 196, 30/6/2003, regarding privacy policy, we inform you that the data supplied will be exclusively used for administrative and promotional purposes and treated in the utmost secrecy