

APPLICATION FOR THE PHAIR 2025

Deadline Application _____	1st term: 20 December 2024 2nd term 28 February 2025
Balance Participation Fee _____	April 11, 2025
Booth Setup _____	May 6, 2025, noon-7 p.m. May 7, 2025, 9 a.m.-9 p.m.
Press Conference and Press Tour (TBC) _____	May 8, 2025, 10 a.m. to 1 p.m.
Preview and Opening (by invitation only) _____	May 8, 2025, 4-9 p.m.
Opening to the public _____	May 9/10/11, 2025, noon-9 p.m.
Booth Disassembly _____	May 11, 2025, 9 p.m.-11 p.m. May 12, 2025, 9 a.m.-1 p.m.

Characteristics and Admission Criteria: THE PHAIR is a fair dedicated exclusively to works made in the photographic medium. Admission is restricted to Contemporary Art and Photography Galleries.

Application for Participation: The Application for Participation and General Regulations must both be signed, under penalty of non-acceptance, and sent to the Organization by December 20, 2024 or February 28, 2025. The differentiated deadlines correspond to two different Participation Fees. In both cases, the balance must be received no later than April 11, 2025. The Application for Participation must be completed in its entirety. The number of booths is limited. Any position preference expressed on the Application for Participation will be taken into account where possible, but will not be binding or conditional on the Organization in any way.

Documentation to be attached to the Application for Participation:

- Description of the art project, photographic documentation of the works you intend to exhibit, and biography of the artist(s) you intend to submit to THE PHAIR (do not send catalogs). Submitted materials will not be returned.
- Brief history of the gallery (max 1000 characters), list of artists represented, list of recent fairs in which the gallery has participated.

Applications complete with the required documentation must be sent by December 20, 2024 to take advantage of a discount on the Participation Fee, or February 28, 2025 to: apply@thephair.com

No Applications for Participation sent by any other method and/or to a different email address will be considered.

Acceptance: Acceptance of the Art Project is left to the unchallengeable judgment of the Committee. The selection criteria are based on the quality of the submitted project and its compatibility with the characteristics and admission criteria of THE PHAIR. By signing and submitting the Application for Participation in THE PHAIR, the Exhibitor agrees to be bound by the terms and conditions of participation described in this Application for Participation and the General Rules and Regulations and commits and obligates itself, without fail to pay the full cost of the stand which amounts to € 5,000.00 plus VAT (if the application is submitted by December 20, 2024) and € 6,000.00 plus VAT (if the application is submitted by February 28, 2025) no later than the deadline of April 11, 2025. The Application for Participation and the General Rules and Regulations will become a binding contract once the Organization communicates its acceptance in writing, and such acceptance will be followed by the participant's commitment and obligation to pay the stipulated amount. Failure to pay by the deadline will result in the automatic exclusion of the participant without prejudice to the Organization's right to obtain compensation for damages.

Venue, exhibition space features and equipment: THE PHAIR is housed at OGR Officine Grandi Riparazioni in Turin. The majestic industrial complex, which opened in 1895, has been redeveloped since 2017 and returned to Turin as a workshop of ideas, innovation and creativity. The fair will take place in the Sala Fucine of the OGR CULT area, 9,000 square meters where visual and performing arts meet and host exhibitions, performances, concerts, theater and dance shows.

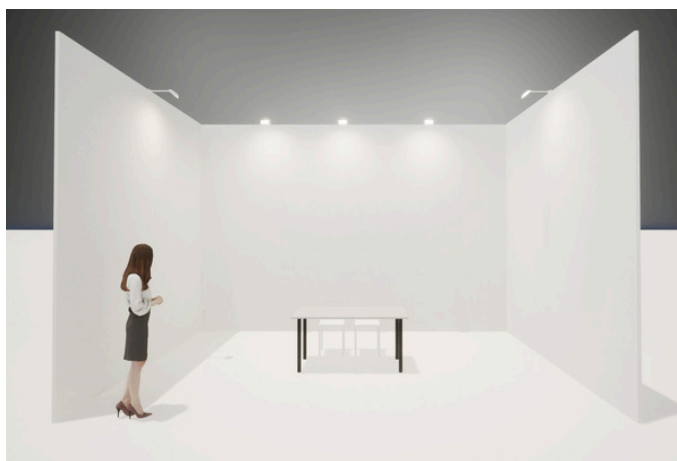
The exhibition spaces have an area of 24sqm, consisting of a 6-meter back wall and two 4-meter wide side walls.

The walls of the exhibition space are made of hollow-core wood panels painted white (h. 300 cm - w. 100 cm each).

Equipment of the exhibition space: 1 table, 2 chairs, 1 wastebasket, 1 electrical outlet, 5 LED spotlights 50 W each, equivalent to 250 W each.

It is also possible to request additional 50 W LED spotlights, painting of the panels in a color other than white. The application procedures and related costs will be indicated in the Technical Regulations that the Exhibitor will receive at the same time as confirmation of acceptance of the Application Form.

Exhibitor endowments: presence in the online catalog in the Fair website, Exhibitor passes and tickets for the opening, Guest invitations and other promotional materials.



Deadlines, terms and costs for joining and participation:

Admission: the application for Participation must be received no later than the peremptory deadline of December 20, 2024 or February 28, 2025 by sending the duly signed application. Applications received after the deadline will not be accepted.

Booth Space Costs, Exhibitors who sign the Application for Participation by December 20, 2024 will enjoy a discount of € 1,000.00 on the booth cost:

Flat Rate € 5,000.00 (five thousand//00) to be paid as follows:

€ 1,000.00 plus VAT as a deposit to be paid by the peremptory deadline of December 20, 2024. The amounts paid as deposit will not be returned in case of non-participation in The Phair 2025.

€ 4,000.00, plus VAT as balance to be paid no later than the peremptory deadline of April 11, 2025. Failure to pay the balance will not be allowed to set up the assigned exhibition space.

Flat Rate € 6,000.00 (six thousand//00) to be paid as follows:

€ 1,000.00 plus VAT as a deposit to be paid by the peremptory deadline of February 28, 2025. The amounts paid as deposit will not be refunded in case of non-participation in The Phair 2025.

€ 5,000.00, plus VAT as balance due no later than the peremptory deadline of April 11, 2025. Failure to pay the balance will not allow the assigned exhibition space to be set up.

Payments must be made exclusively in Euros and by bank transfer. Bank charges are the responsibility of the Exhibitor.

All amounts paid will be refunded in full in case The Phair does not come to realization due to Sanitary reasons or other impediments determined by Government Authority orders.

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Please indicate the name of the Exhibitor as the reference of the transfer to ensure proper crediting.

The Exhibitor agrees to participate in THE PHAIR, subject to the above conditions, agreeing to abide by all articles of the General Regulations.

Place and date

Stamp and signature of legal representative

Exhibitor Information (please write in capital letters)

Exhibitor Name: _____ **Established (year):** _____
Address: _____ **ZipCode:** _____
City: _____ **State(USAONLY):** _____ **Country:** _____
Ph: _____ **E-mail:** _____
Website: _____ **Facebook / Instagram** _____

Exhibitor Contact

Name: _____ **Surname:** _____ **Position:** _____
Direct phone: _____ **Mobile:** _____ **Email:** _____

Invoicing Data

The Company: _____ **VATN:** _____ **TAXN:** _____
Address: _____ **ZipCode:** _____ **City:** _____
State(USAONLY): _____ **Country:** _____

Authorized Representative

Name: _____ **Surname:** _____

The Exhibitor requests to participate in THE PHAIR with the following artists:

Name and Surname _____
 Name and Surname _____
 Name and Surname _____

The Exhibitor agrees to participate in THE PHAIR, observing all articles of the Application Form and General Rules and Regulations stating that he/she has read and accepted them.

The Application for Participation must be accompanied by all required documentation.

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.

Place and date

Stamp and signature of legal representative

By signing this document, the Exhibitor accepts the conditions of participation described in the General Rules of Participation. Pursuant to Art. 1341 and 1342 of the Civil Code, he/she declares that he/she has read and explicitly accepts Arts. 4 (Method of Payment), 5 (Acceptance), 6 (Allocation of Stand Space), 7 (Waiver), 8 (Assignment/Sharing of Stand Space), 9 (Abandonment), 11 (Postponement, Reduction, Failure to Perform), 17 (Prohibitions), 19 (Advertising), 21 (Supplementary Rules), 22 (Technical Rules), 23 (Obligations and Compliance with Laws and Regulations), 24 (Penalty - Termination Method), 25 (Provisional Execution), 28 (Jurisdiction).

Place and date

Stamp and signature of legal representative

In relation to Legislative Decree No. 196 30/06/2003 "Code for the Protection of Personal Data "and the GDPR (EU Regulation 2016/679), we inform you that the requested data will be used exclusively for management and promotional purposes and will be treated with the utmost confidentiality.

GENERAL RULES OF PARTICIPATION THE PHAIR 2025

Art. 1 - Name, venue, objective, organization

THE PHAIR - hereafter called "Manifestation" - takes place in Turin. The Others srl, hereafter called "Organization," organizes the Manifestation on behalf of The Others Association. The Organization makes use of Advisory Committee, hereafter called "Committee." The initiative aims to realize, in special exhibition spaces exclusively assigned to Exhibitors, a coordinated review of contemporary photographic art.

Art. 2 - Admission Requirements

Admission to the Exhibition is restricted to contemporary art and photography galleries. The participation of auction houses, mail-order companies, independent artists and private individuals is expressly excluded.

Art. 3 - Application for Participation

3.1 The contractual document consists of the Application to Participate and these General Regulations. The Application for Participation and the General Rules and Regulations will be referred to hereafter as the "Application for Participation" for convenience. The Application for Participation must be signed by the legal representative of the applicant firm and will only be considered if it is filled out in its entirety, duly signed in the spaces provided along with the applicant firm's stamp, and submitted by the deadline.

3.2 The Exhibitor warrants that the information contained in the Application Form is accurate and authentic.

3.3 The Application for Participation must be received by THE PHAIR by email at apply@thephair.com

3.4 The Application for Participation is subject to acceptance as stated in Art. 5.

3.5 Submission of the Application for Participation constitutes an irrevocable proposal for the applicant and entails the obligation to provide for the payment of the participation fee; acceptance of these General Regulations, as well as the Technical Regulations and any other rules relating to the Organization and operation of the fairgrounds.

Article 4 - Method of payment

4.1 The full amount of € 5,000.00 + VAT or 6,000 + VAT must be paid no later than the peremptory deadline of April 11, 2025.

4.2 The relevant invoice will be issued upon full payment. The Organization will deny occupancy of the exhibition space to the Exhibitor not in good standing with the payments. In case of non-payment of the deposit within the terms: of Exhibitor's withdrawal after acceptance by the Committee, of non-participation, of non-timeliness in payments, the Exhibitor will still be obliged to pay the full consideration as well as the penalty as per Art.24. Where possible, the Organization will remove the name of such Exhibitor from the online catalog and promotional materials.

Art. 5 - Acceptance

5.1 Acceptance of the Application to Participate and allocation of the exhibition space shall be left to the sole discretion of the Committee in agreement with the Organization. The Application for Participation has contractual value for the purposes of the obligation to pay the deposit within the prescribed terms, regardless of acceptance by the Organization.

5.2 The Exhibitor may not claim any compensation from the Organization for any title or cause whatsoever.

5.3 However, the Organization reserves the right to change the location of the assigned exhibition space. Any change shall not entitle the Exhibitor to raise any exception, nor to compensation for damages of any kind.

5.4 Admission may be revoked at any time, at the sole discretion of the Organization after consultation with the Committee.

Art. 6 - Allocation of exhibition space

Allocation is made according to organizational needs, depending on the works exhibited and is chosen by the Organization in agreement with the Committee. Any location preference expressed on the Application for Participation will be taken into account where possible but will not be in any way binding or conditional on the Organization.

Art. 7 - Renunciation

After acceptance by the Committee, withdrawal is not permitted. The Exhibitor will be required to pay the full amount subject to the conditions in Art.4 and Art.24.

Art. 8 - Transfer/Sharing of the Exhibition Space.

Exhibitors are strictly prohibited from assigning to others and/or sharing for any reason all or part of the space assigned to them.

Art. 9 - Abandonment

The Exhibitor may not abandon the exhibition space during the course of the Event. Should the Exhibitor abandon the exhibition space for any reason whatsoever, the Organization shall have the right to clear the exhibition space at the Exhibitor's risk and expense of any material left inside or outside the exhibition space, over which the Exhibitor acknowledges the Organization's right of retention until payment by the Exhibitor of all amounts due, for any reason whatsoever as well as for the penalty referred to in Art. 24.

Art. 10 - Display of products

Only authentic and legitimately sourced photographic works and Exhibitor's publications may be displayed in the exhibition space. The Exhibitor remains solely responsible for and guarantor of the authenticity of the works exhibited. The Organization reserves the right to have objects removed that, in the Committee's sole judgment, do not correspond to the statements in this Article. In default, the Organization may terminate the contract pursuant to Art.1456 of the Civil Code.

Art. 11 - Postponement, reduction, non-execution

The Organization reserves the right to set times and procedures as well as any appropriate changes to the Event including change of venue. In the event that the Manifestation cannot take place for any reason and must therefore be postponed or cancelled, even in the imminence of the scheduled dates, only the amount paid will be refunded, without interest, and no claim for damages or compensation for any reason or cause whatsoever may be made against the Organization. In the event that the Exhibition should for any reason suffer early closure or temporary suspension, regardless of the will of the Organization, no compensation, damages or restitution shall be due to the Exhibitor for any title or cause whatsoever.

Art. 12 - Surveillance and cleaning

12.1 The Organization provides a general security service for the entire period of the Event including the days scheduled for set-up and dismantling.

12.2 The Organization is not responsible for objects or goods left unattended inside the exhibition space during the hours the Exhibition is open to the public. The Organization is not responsible for objects or goods found inside the exhibition space during the hours the venue is closed to the public.

12.3 The Organisation, whilst providing a general security service for the entire duration of the Event, is exempt from any and all liability following theft and/or damage that may occur to the Exhibitor's expense.

12.4 Under no circumstances is the Organization required to pay any compensation to the participants, nor will it be required to compensate for damages of any kind. The custody and surveillance of the exhibition space, and everything contained therein, during the set-up, opening to the public and dismantling phases is the responsibility of the Exhibitor.

12.5 The Exhibitor undertakes to personally supervise the exhibition space from one hour before the Exhibition opens to the public until closing in the evening.

12.6 The Organization may request termination of the contract pursuant to Art. 1456 c.c. and compensation for damages in the event that there is a failure to monitor the exhibition space by qualified personnel or the early start of dismantling operations thereof.

12.7 The Organization provides the general cleaning service of the common areas. The Exhibitor is required to clean the assigned exhibition space himself. The tables made available by the organization must be kept clean of materials unrelated to those of communication (from catalogs to press releases and various supports and tools for promoting artistic and planning activities for the space and the exhibitor in question). Food and drinks can be consumed but kept in places not visible to the public.

Art. 13 – Insurance, liability of the Exhibitor and exclusion of liability of the Organisation

13.1 The Organization stipulates, with an insurance company chosen by it, a Civil Liability policy for damages caused to third parties.

13.2 Each Exhibitor, in relation to the goods and furnishings that he will introduce within the exhibition venue and any personalized set-up, is required to stipulate with a leading company, at his own expense, assuming any agreed deductibles and exclusions at his own expense with the insurer, insurance against all risks, including theft and damage, in any form and type, as defined by article 624 of the Criminal Code, fire, infiltration of rainwater or pipes, acts of vandalism including transport to and from the exhibition venue up to the amount of all the goods on display. You must also take out adequate insurance coverage for Civil Liability towards third parties. All the aforementioned insurance coverage must be valid for the entire period of stay of the Exhibitor or his goods within the exhibition venue, including the closing time of the exhibition premises and all days scheduled for set-up and clearing of the exhibition spaces and must contain the insurer's waiver of any recourse or compensation action against the Organization and the exhibition venue or person or company designated by it and against any responsible third parties.

13.3 The Exhibitor, if requested even during the Exhibition, must deposit a copy of the policies and a copy of the receipt of the relevant payment at the offices of the Organizational Secretariat.

13.4 The Exhibitor will be exclusively responsible for all damage of any kind and by any means caused to third parties, including the Organization and other Exhibitors during the Event. The Exhibitor also assumes all responsibility for damage of any kind and by any means caused attributable to him or by personnel working on his behalf, his employees, assistants and/or collaborators during the Exhibition, including damage caused by the fittings and/or from systems carried out by himself or by third parties appointed by him, even if tested by the Organisation.

13.5 The Exhibitor, by signing the Application for Participation, completely exempts the Organization from liability and renounces any action for compensation.

Art. 14 - Set up and return of exhibition spaces

14.1 Signing this contract entails acceptance of the Technical Regulations which will be communicated to the Exhibitor after acceptance of the Application for Participation.

14.2 The set-up of the assigned exhibition space must be carried out on the days and times indicated by the Organization and must be completed by the date and times indicated by the Organisation. The dismantling will begin at the times and days indicated by the Organization and must be completed on the date and times indicated by the Organisation.

14.3 The exhibition spaces must be returned in the same conditions in which they were received, free from any material not owned by the Organisation.

Restoration costs for any damage caused to the structures or installations will be charged to the Exhibitor.

Art. 15 – Temporary import

The temporary importation of goods of foreign origin for display at the Exhibition must take place at the expense of the Exhibitor, via the official freight forwarder if indicated by the Organisation, or through a freight forwarder chosen by the Exhibitor, with the exemption from any responsibility for the actions of the official forwarder also towards the Organization.

Art. 16 – Catalogue

16.1 An official online catalog will be published on the occasion of the Event. Participation in the Exhibition includes the publication of information on the Exhibitor in the catalogue.

16.2 The catalog form must be delivered no later than the date shown on the form itself, under penalty of exclusion from inclusion in the online catalogue.

16.3 The Exhibitor guarantees the truthfulness of the information published in the online catalogue, indemnifying and holding the Organization harmless towards any third party.

Art. 17 – Prohibitions

The following is strictly prohibited:

- A) exhibit and/or market works or materials owned by other companies not participating in the Event;
- B) any form of advertising or street vending within the Event;
- C) the use of loudspeakers and/or sound advertising devices for any purpose;
- D) attracting visitors to your exhibition space by any means;
- E) the demobilization of the exhibition spaces before the closing day and time set by the Organisation;
- F) the entry of animals in general into the exhibition pavilions.

Art. 18 – Reproduction right

The Exhibitor may not object to graphic, photographic, video and/or cinematographic reproductions of the exhibition spaces and those present, nor to the sale of such reproductions, if ordered by the Organisation.

Art. 19 – Advertising

The exercise of advertising within the Event in all its forms is reserved exclusively to the Organization or to those delegated by it. Any form of advertising is strictly prohibited as specified in the Art. 17. Any activity that could disturb or cause damage to the image of the Organization or the correct conduct of the Event is also prohibited outside the exhibition space. Failing this, the Organization may terminate the contract pursuant to Art 1456 of the Civil Code. and request compensation for damages.

Art. 20 – Privacy – Consent to Legislative Decree no. 196/2003 and subsequent amendments

The data provided by the Exhibitor in the Participation Application form will be processed in compliance with the provisions contained in Legislative Decree no. 196/2003 and the GDPR (EU Regulation 2016/679). By signing the Application for Participation, the Exhibitor allows the personal data provided to be used for administrative (invoicing), statistical (anonymous) and promotional (catalogue, website, social network of the Exhibition) operations.

Art. 21 –Supplementary rules

The Organization reserves the right to issue all provisions, including amendments to these General Regulations, as well as all subsequent regulations for the regular functioning of the Event, giving prior written notice. The Exhibitor undertakes to accept these further rules and provisions in advance with the signatures on the Application for Participation and on these General Regulations.

Art. 22 – Technical standards

By signing the Application for Participation and these General Regulations, the Exhibitor undertakes to review and comply with all the Technical Standards for setting up, fire prevention and setting up the electrical system. The Exhibitor is also required, if he does not come into possession of said regulations, to make an explicit request to the Organization in good time. In the event of violation of any of the Technical Regulations by the Exhibitor, the Organization will have the right to terminate the contract and in this case the Exhibitor will be required to pay the fee and the penalty referred to in the Art. 24.

Art. 23 – Compliance with laws and regulations

The Exhibitor is required to comply with all applicable laws and regulations, including, by way of example: the rules protecting copyright, the S.I.A.E. regulations and discipline, the public safety provisions, the provisions relating to fire prevention, accidents, workplace hygiene, workplace safety and in particular the provisions of Legislative Decree 626/94 and subsequent amendments and additions. Any infringement of laws and regulations will give the Organization the right to terminate the contract with the Exhibitor pursuant to Art. 1456 of the Civil Code. and in this case the Exhibitor will be required to pay the fee and the penalty referred to in the Art. 24.

Art. 24 – Penalty – Resolution method

Any infringement of any clause of these General Regulations may result in the exclusion, with immediate effect, of the offending participant, without this giving the right to reimbursement or compensation of any kind by the Organisation, without prejudice to the organizing company's right to the entire fee for the exhibition space and any compensation for damages. More specifically, if the Exhibitor defaults on one of the obligations referred to in articles 4 (Payment Method), 7 (Waiver), 9 (Abandonment), he will be required to pay €6000.00 as a penalty, towards the Organization. In any case in which the Organizer's right to terminate the contract pursuant to Art. 1456 of the Civil Code is provided for by the General Regulations, such resolution will occur immediately after the Organizer's written communication of wanting to make use of said right. If the Organization makes use of the right of termination during the course of the Exhibition, the Exhibitor must immediately cease all activities within the exhibition space and clear it within the times indicated by the Organizer. The Exhibitor waives any exceptions in this regard. In the event of termination of the contract due to violation of regulatory provisions, the Organization's right to compensation for damages remains unaffected.

Art. 25 – Provisional execution

Should disputes arise between the Organization and individual participants, the Organization itself will have the right to proceed with the provisional execution of its provisions.

Art. 26 – Partial nullity

The possible nullity of one of the articles of the General Regulations or one of their parts will not affect the validity of the remaining articles or their parts.

Art. 27 – Prevailing 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

For all legal purposes, for the resolution of any judicial disputes relating to or connected to these General Regulations or which derive from the participation of the Exhibitor in the Exhibition, the Court of Turin where The Others srl has its registered office is exclusively competent with the exclusion of any another hole.

Place and date

Stamp and signature of legal representative

By signing and undersigning this document, the Exhibitor accepts the conditions of participation described in the Application for Participation and the General Regulations. Pursuant to and for the purposes of Articles 1341 and 1342 of the Civil Code, I declare that I have read and explicitly accept Articles 4 (Payment Methods), 5 (Acceptance), 6 (Assignment of exhibition space), 7 (Waiver), 8 (Transfer/Sharing of the exhibition space), 9 (Abandonment), 11 (Postponement, reduction, failure to carry out), 17 (Prohibitions), 19 (Advertising), 21 (Supplementary regulations), 22 (Technical regulations), 23 (Obligations and compliance with laws and regulations), 24 (Criminal - Resolution methods), 25 (Provisional execution), 28 (Jurisdiction).

Place and date

Stamp and signature of legal representative

In relation to Legislative Decree no. 196 30/06/2003 “Code regarding the protection of personal data” and the GDPR (EU Regulation 2016/679), we inform you that the requested data will be used exclusively for management and promotional purposes and that they will be treated with the utmost confidentiality.