

CONDITIONS OF PARTICIPATION

YOUR PARTICIPATION IN ASAF IS CONTINGENT UPON AND SUBJECT TO THE TERMS STATED HEREIN. BY SUBMITTING YOUR APPLICATION TO ASAF YOU ARE AGREEING TO THE TERMS HEREIN.

1. GENERAL: Art and Social Activism Festival (“ASAF”) is an event of Nicholas Cohn art Projects, LLC (herein referred to as the “Organizer”), a New York Limited Liability Corporation. These Conditions of Participation, and ASAF’s Application for Admission (“Application”) which is incorporated herewith by reference, govern the Exhibitor’s participation in ASAF (herein referred to as “ASAF” or the “Event”). The Organizer reserves the right to issue other rules and/or conditions of participation at any time.

2. EVENT DATES AND LOCATION: The event will take place from September 25 through October 20, 2019 at 32 Orchard Street, NY (“the “Venue”) rain or shine. Should the Event venue change for any reason, ASAF will maintain its exhibition rates and Exhibitor will be required to fulfill their responsibilities and obligations as agreed to in herein. Venue location is not a condition of participation, and Organizer agrees to seek out a comparable venue if matters outside of their control require that the original venue is not available. Nevertheless, the selection of a comparable venue is at the sole discretion of ASAF.

3. ADMISSION TO ASAF: Organizer shall be the final judge of all applications and will select Exhibitors at its sole discretion. The Exhibitor understands and acknowledges that these Conditions of Participation, are a binding contract and that Exhibitor is agreeing to these Conditions of Participation by its application to ASAF. Exhibitor confirms to Organizer that all Exhibitor’s work to be displayed at the event is authentic. The Organizer may refuse or cancel any application at its sole discretion. In the event of fraud or false information presented by the Exhibitor, at its sole discretion the Organizer may reallocate wall space previously assigned to the Exhibitor and the Exhibitor shall remain liable for full wall space payments and any other costs incurred by the Organizer.

4. CONDITIONS OF PAYMENT: A non-refundable \$25 application fee is required by the Organizer for application processing. Contingent upon acceptance, the Exhibitor is required to remit 50% of Exhibitor’s Participation Fee within 7 days of notification of acceptance into ASAF and the balance of Exhibitor’s Participation Fee is due within 30 days thereafter. All applicants will be informed by email of decision no later than Monday, August 31, 2019. **If the Participation Fee or the balance thereof is not paid timely, then the Exhibitor will forfeit their wall space, all fees and participation in the event.** Once received, all payments are non-refundable. The Exhibitor agrees to pay the Organizer the full fee set forth within these Conditions of Participation, as well as for any additional furnishings, add-ons, or requisite fees as presented by the Organizer upon Exhibitor’s acceptance. Failure to remit payment shall result in the Organizer’s right to reallocate wall space to another Exhibitor prior to or during, the event dates. Exhibitor is fully responsible for the Participation Fee without exception.

5. CANCELLATION POLICY: Once Exhibitor has paid its Participation Fee, Exhibitor shall not cancel its participation in the Event except by written agreement of ASAF. The Exhibitor acknowledges and understands that cancellation will cause irreparable harm to the Organizer including but not limited to: incorrect printed materials, retracting previous public relations and marketing statements and outreach, loss of prestige, goodwill and credibility, damage to the Organizer's ability to "curate" the Event, and additional marketing expense to seek a replacement exhibitor. The Exhibitor shall be liable for all of the Organizer's costs of collection and reasonable damages including but not limited to attorney fees and all costs.

6. CO-EXHIBITING AND SUBLETTING: No Exhibitor may sublet their space allocated to it or permit another party to conduct business, manage, or represent wall space without prior written consent of the Organizer. Consent may be granted or withheld at the sole and exclusive discretion of the Organizer. No Exhibitors or works not included in the Exhibitors application may be displayed at the Event without prior consent of the Organizer.

7. DESIGNATED REPRESENTATIVE: Before, during, and after the Event, Organizer will communicate with one designated representative per Exhibitor. With respect to artist Exhibitors, the artist must be the representative. With respect to gallery Exhibitors, the gallery director or an appointed representative may be the representative.

8. ALLOCATION OF SPACE: Allocation of space is determined at the sole and exclusive discretion of the Organizer. Organizer reserves the right to change the allocation of space, to alter the layout or floor plan of the Event at its sole discretion and such alterations may be effected prior to and during the Event. The Exhibitor agrees that their participation is not conditional on a specific placement within the fair and that any discussion otherwise is not binding.

9. EVENT APPEARANCE AND ALTERATION: The Organizer agrees to provide appropriate space to present Exhibitors works. Exhibitors are responsible for returning the space granted by Organizer to their original condition upon completion of the event. The Exhibitor understands and acknowledges that it may be responsible for additional fees to return the Event space allocated to Exhibitor to its original condition which shall be determined in Organizer's sole and exclusive discretion.

10. EXHIBITOR MOVE-IN/MOVE-OUT:

a. In the event that Exhibitor items are shipped to the Event, then prior to shipping any items, shipping details including size, weight, packing material, shipping vendor must be disclosed to ASAF in writing. Failure to do so may cause rejection of a delivery being rejected. Any costs associated with same shall be the sole obligation of Exhibitor. Further shipping information will be included by ASAF to Exhibitors.

b. Shipping Information via FedEx, USPS, or DHL: If you are shipping artwork directly to the Event through FedEx, UPS, DHL, or any independent shipper, please note that packages will only be accepted between September 23 and 24, 2019. Please send to the address below. Artwork may either be shipped in boxes, not exceeding 50 lbs. each, or on a standard pallet (or in a crate with fork/pallet jack holes) not exceeding 150 lbs. Please note that no forklift or other machinery will be available. If your piece cannot be maneuvered with the equipment Organizer has on site, it may be rejected. Additional shipping accommodations may be advised by Organizer.

c/o Nicholas Cohn Art Projects
Art and Social Activism Festival
Exhibitor Name
32 Orchard Street
New York, NY 10002

c. **Upon arrival to the Event for move-in and prior to beginning installation and alterations to Event space**, Exhibitor agrees to check in with the ASAF Management and review its curatorial plan.

d. All items must be picked up or shipped out by October 20, 2019. If there are any pieces left, there will be a minimum fine of \$500 per item.

e. Exhibitor is solely responsible for any and all shipping and handling costs both to and from the Event. In the event that Exhibitor is not present for return shipping, Organizer may retain a qualified handler to repackage merchandise and ship back to return address at the sole expense of the Exhibitor, to be charged to the credit card on file with Organizer. The Organizer specifically disclaims and assumes no liability for loss or damage to merchandise packed and shipped in the **absence of the Exhibitor. Exhibitor acknowledges and agrees that it is its sole right and responsibility to obtain suitable insurance to cover its property.**

11. INSTALLATION AND DISMANTLING: All installation of artwork will be performed solely by Organizer. Organizer shall not be obligated to provide any hardware, tools, or ladders to effect same.

12. ATTENDANCE AND OTHER ACTIVITIES AT THE EVENT: The Organizer shall have sole and exclusive control over admission policies for the Event. Any attendance inquiries or requests from the Exhibitor should be directed to Organizer. Exhibitor shall not schedule or conduct commercial activity, such as seminars or receptions, without prior written consent of the Organizer, which may be granted or denied at Organizers sole and exclusive discretion.

13. EXHIBITOR'S RELEASE OF RIGHTS FOR ORGANIZER'S USE OF EXHIBITOR'S INFORMATION FOR FILMING AND VIDEO RECORDING, AND USE OF MATERIALS:

a. The Exhibitor agrees that information provided on the Organizer's Application and these Conditions of Participation shall be used for marketing purposes by the Organizer. Organizer shall further be entitled to photograph, film and record the Event at its sole and exclusive discretion. Exhibitor shall not interfere.

b. The Exhibitor consents to the Organizer's use of photographs and recordings for all purposes, including but not limited to commercial purposes, including but not limited to marketing material and social media. Exhibitor grants to Organizer the irrevocable, unlimited, worldwide, perpetual, unrestricted license, right and permission to create, copyright, exploit, use, publish and distribute photographic images, portraits, pictures, moving images ("Images") at and of the Event and any personal or real property of the Exhibitor or to which Exhibitor has the right or authority to permit the taking of such Images ("Property") along with the negatives, transparencies, prints, or digital information and data pertaining to the Images, in any format or medium, including but not limited to still, single, multiple, moving or video format, and in a format or medium in which Exhibitor may be included in whole or in part, or composite, or where Exhibitor may appear may be distorted in any manner or form, and in any media or medium, including but not limited to digital, electronic, print, television, film, social media or any other media now known or yet to be invented ("Media") at Organizer's sole discretion, for advertising or any other lawful purpose. At the sole discretion of Organizer, the Images may or may not portray Exhibitor's age, sex, ethnicity and other physical attributes in their original form or in an altered form and the Images may be edited, stored, copied used and reused. The Images may or may not identify the Exhibitor or Exhibitor's property, or create or use a fictitious identification of same in connection therewith at the sole discretion of Organizer. Exhibitor expressly acknowledges and agrees that no further consideration is due to Exhibitor for Organizer's use and exploitation of the Images.

c. Exhibitor waives and relinquishes all possible rights to examine or approve the Images, whether finished or unfinished, or products or the advertising copy or Media that may be used in connection with the Images, or for any use to which the Images may be applied.

d. Exhibitor waives and relinquishes all ownership and publication rights to which Exhibitor may be entitled in connection with the Images, with the exception of the personal use of the Images as part of personal portfolio and posting of Images on social media provided that Organizer is attributed in such posting. Exhibitor agrees that Exhibitor has no right to sell, license or grant any rights to or for any of the Images to any person or entity.

e. Exhibitor expressly agrees and acknowledges that Organizer is not obliged to copyright, exploit, use or publish the Images at all in any Media or medium for any commercial or non-commercial purpose, and Exhibitor acknowledges that SHP may, in its sole discretion, not do so at all. However, Organizer has the irrevocable, unlimited, worldwide, perpetual, unrestricted license, right and permission to copyright, exploit, use, publish and distribute the Images in any Media, including but not limited to any websites or in any publication, video or film, for any commercial or non-commercial purposes. For the avoidance of doubt the Organizer may, at its sole discretion, create and sell the Images to a third party for the reproduction and/or distribution of the Images by that third party in any Media or medium throughout the world for any purpose.

f. The Exhibitor understands that information provided on the organizer's Application and these Conditions of Participation shall be used for marketing purposes by the Organizer. In conjunction with Exhibitor's event participation, the Organizer agrees to leverage their marketing capabilities in order to showcase the talents of the Exhibitors. As such, the Organizer may request the Exhibitor to furnish images to be utilized for commercial purposes. The Exhibitor understands that if requested images or information is not furnished within the timeframe specified by the Organizer that they may potentially forfeit their opportunity to be included in marketing material, show programming, and other critical event collateral. It is the sole responsibility of the Exhibitor to furnish requested images and information to the Organizer, and the Organizer shall not be deemed liable for any perceived damage resulting from exclusion from marketing material.

14. INSURANCE AND LIABILITY:

a. Exhibitor agrees that they may independently obtain insurance coverage for damage to or loss of any article at the show due to any reason, including fire, theft, burglary, breakage, leakage and water damage, terrorism, Acts of God, or transport to or from the venue. In any event, the Exhibitor assumes all risk of loss or damage to any of property and/or artwork. The Organizers and Venue will not be liable for any direct, incidental or consequential damages or loss incurred to the Exhibitor, the Exhibitor's property or artwork arising in any way from or connected with event participation.

b. Specifically, Organizer and/or the Venue shall not be responsible for:

i. The theft, damage and safety of any goods, decorations and other items of Exhibitor its agents, employees, sub-contractors; or

ii. The supply to the Exhibitor of any goods or services by any third parties at ASAF, including the operator or owner of the Venue, designated contractors and the Organizer's contractors; or

iii. Any delay or damage or loss caused by any act of God, terrorist activity, political unrest or other event, fact or circumstance beyond the Organizer's reasonable control.

c. In any event, the Organizer and the Venue's liability shall be limited as follows:

i. Organizer and the Venue's maximum aggregate liability under or in connection with these Terms shall not exceed the total amount of the Participation Fee actually paid by the Exhibitor; and

ii. Neither Organizer nor Venue shall 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.

d. It is the Exhibitor's sole obligation to secure and maintain insurance policies, at its sole cost and expense, with respect to any risks including but not limited to against loss, theft or damage to Exhibitor's property. If so requested by the Organizer the Exhibitor shall produce to the Organizer details of such policies and sufficient evidence that they will be in force for such period as is required to provide the abovementioned insurance coverage.

e. The insurance policies referred to above shall not entitle insurers to exercise any subrogation rights against Organizer and/or Venue. Without prejudice to the foregoing, in the event of the Organizer and/or the Venue have any liability, the claimant shall first recover any money payable by the insurers under the insurance policies concerning the subject matter or event from which Organizer and/or Venue's liability arises and the claimant's claim against the Organizer and/or Venue is limited in all respects, at a maximum, 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.

15. SAFETY, RIGHT TO REMOVE, COMPLIANCE WITH LAWS AND REGULATIONS

a. Exhibitor confirms and acknowledges that that all material brought to the event space for ASAF is within fire and safety codes.

b. Organizer retains the right to remove any item that impedes attendee, employee, and agent safety or impinges on safety regulations. The Organizer retains the right to remove any persons or property from the event space.

c. The Exhibitor shall comply with all applicable laws, regulations and codes of practice relating to ASAF, including but not limited to, rules and regulations promulgated by Organizer or the Venue.

d. The Exhibitor shall not bring in, or cause to bring in, any highly flammable materials, explosives, detonating or fulminating compounds or other dangerous materials to ASAF.

16. LAW, JURISDICTION AND VENUE

a. This these Conditions of Participation and all actions concerning or relating to ASAF shall be governed by and interpreted and enforced in accordance with the laws of the State of New York, without regard to New York's choice of law principles.

b. The Supreme Court of the State of New York, County of New York, shall have sole and exclusive jurisdiction over any dispute arising under these Conditions of Participation.

17. GENERAL:

a. The failure of either party to enforce any terms of or right arising pursuant to these Conditions of Participation does not constitute a waiver of such form or right and shall

in no way affect that party's right later to enforce or exercise **each and every term in** these Conditions of Participation.

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

c. These Conditions of Participation **constitute the entire understanding and agreement between the Organizer and Exhibitor with respect to the subject matter hereof, and supersedes any and all prior agreements and understandings, whether written or oral, with respect to such subject matter. Any prior agreements or understandings regarding the subject matter of these Conditions of Participation are hereby merged into and made part of these Conditions of Participation.**

d. **Except as otherwise provided for herein, any modifications, revisions or amendments to these Conditions of Participation must be in writing, and executed by Organizer and Exhibitor.**

e. Nothing in these Conditions of Participation shall confer on any third party any benefit or right to enforce any of the Terms whether pursuant to any statute or otherwise.