

# VOLTA 12

## LEASE WITH MART TRADE SHOW L.L.C. VOLTA – TERMS AND CONDITIONS

### **1. General**

These Terms and Conditions govern the exhibitor's participation in VOLTA. Merchandise Mart Properties, Inc. and the Show Management of VOLTA reserve the right to, at any time, issue other rules and regulations of participation.

### **2. Show Dates**

VOLTA is scheduled to coincide with the main fair in Basel during the week of **June 13-18, 2016**. Precise dates and times, with set-up and breakdown schedule, will be provided upon acceptance to the fair. Once set-up, exhibition and breakdown dates and times are communicated, the exhibitor must abide by them.

### **3. Articles on Exhibit**

Painting, Sculpture, Works on Paper, Photography, Video, Installation.

### **4. Admission to Exhibition**

VOLTA shall be the sole and final judge of all applications and may accept or reject applications in its sole discretion. The applicant guarantees that all information in his/her application is accurate and that all work submitted for exhibition is authentic. Admission will be confirmed in writing **after March 25, 2016**, with booth allocation approximately three weeks thereafter. VOLTA reserves the right to cancel any application that is accepted on the basis of false information or if the exhibitor fails to comply with these Conditions.

Previous participation does not guarantee admission to a subsequent show. Exhibitors are obliged to use the booth space for the duration of the show and keep the booth space sufficiently manned at all times during exhibition hours. Set-up and dismantling of booths must take place during the allocated hours; exhibitors should arrange for shipment of works and arrival of their staff to ensure for adequate installation time. The exhibitor will indemnify, defend, and hold VOLTA, MMPI VOLTA LLC and their affiliates (collectively "VOLTA") harmless, for and from any and all loss or damage incurred by VOLTA that is a result of any breach of these Conditions. VOLTA shall be entitled to recover from exhibitor, VOLTA's expenses and attorney's fees in any action to enforce these Conditions.

VOLTA has the right to require complete details of a proposed exhibit and reserves the right to prohibit the exhibition of any object which does not meet the requirements of the exposition. If necessary, the removal of such objects will be at the sole risk and expense of the exhibitor.

### **5. Allocation of Space**

Booth space and booth allocation at the exhibition will be determined by VOLTA at its own discretion. VOLTA may, at any time, change the location of allocated space, as well as alter the shape and size of the booth space if circumstances demand. VOLTA reserves the right to rearrange the layout of unoccupied areas, and to alter entrances and exits to and from the exhibition space, halls and aisles.

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## 6. Co-Exhibitors / Booth Sharing

No exhibitor may sublet booth space either entirely or partially. Products, exhibitors or individuals other than those specified in the exhibitor's application may not be shown or advertised in the booth space without written permission of VOLTA.

## 7. Conditions of Payment

After acceptance, exhibitors will be required to pay 50% of the booth fee by **April 30, 2016** and the remaining 50% of the booth fee will be due no later than **May 22, 2016**.

Payments are non-refundable unless VOLTA otherwise agrees in its discretion. Any exhibitor whose booth space has not been paid in full by **May 22, 2016**, will not be permitted to exhibit unless pre-negotiated and confirmed in writing; and in such event VOLTA may cancel the exhibitor's contract, reallocate the space and retain any payments made without any further liability or obligation to the exhibitor. **A late payment fee of 10% of the amount due will be assessed for failure to pay the required amounts by the due date. All invoices will be issued in Swiss Francs (CHF).**

VOLTA requires a credit card authorization to guarantee payments in connection with the show. Without further authorization, VOLTA may charge your card for failure to make subsequent payments by deadlines as well as for other services including labor, material handling, or any additional and unpaid charges incurred at the show. All payments are non-refundable and non-transferable.

## 8. Prices and Participation Package

A surcharge may be levied for privileged stand locations, such as stands in the entrance zone or ones located along the central aisle. The price always includes basic stand equipment in the form of walls and lighting (calculated in proportion to the size of the stand), cleaning, entry in the online catalog, inclusion in the catalog's list of artists, VIP cards, advertising material, marketing and advertising activities, and inclusion on the VOLTA website. The prices for additional services can be consulted in the Exhibitor Manual.

If your booth has an opposite-facing or exterior exhibition wall, we kindly ask you to maintain the same high standards of presentation on these walls as inside your booth. Exterior exhibition walls are generally charged at CHF 175/meter and added to the respective booth invoice. This price includes 1 spotlight per 2 meters of wall. Corner booths with access to two aisles, are kindly requested to be designed with two open sides, to allow an ideal flow of visitors.

We also request that all booth corners facing the aisles be designed as openly as possible.

Walls, spotlights, doors and furniture are the property of VOLTA and may not be moved or damaged. Any damage will be charged on the final invoice without further notice.

## 9. Withdrawal from the Contract

In the event of withdrawal from the contract after acceptance, a termination fee will be charged. Upon the signing of this agreement you herewith agree to pay the termination fee as follows:

<b>Cancellation after April 30, 2016</b>	<b>50%</b>	<b>of the space rental fee</b>
<b>Cancellation after May 22, 2016</b>	<b>100%</b>	<b>of the space rental fee</b>

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## 10. Insurance and Exemption from Liability

Each exhibitor should obtain insurance coverage for damage or loss to articles exhibited or to be exhibited, due to fire, theft, burglary, breakage, leakage, accident or water damage, and the risks of transport to and from the exhibitor's booth space and from any other cause whatsoever. The exhibitor assumes all risk of loss related thereto. VOLTA will not be liable to any exhibitor for any direct, incidental or consequential damages or loss to exhibitor or his/her property arising from or connected with exhibitor's participation. Prior to admission to the show, each exhibitor will be asked to show proof of insurance and will be required to sign a form releasing VOLTA and their agents from liability.

## 11. Security

A guard service for the show and the show areas will be provided 24 hours a day. Security service will commence on the first day of installation and continue until the end of dismantling. Nevertheless, VOLTA shall not be liable for any loss or damage due to theft.

To maintain security, once set-up begins, nothing can be removed from the show premises unless accompanied by a merchandise removal and/or security pass, through the dismantling period. Only exhibitors may bring articles onto the premises throughout the duration of the show.

Exhibitors recognize that by participating in VOLTA they assume security risks that cannot be eliminated by security services provided by VOLTA. Security for individual booths is not included. Exhibitors are strongly advised to sufficiently protect all exhibition works and obtain adequate insurance coverage.

Show Management will not be providing exhibitor/booth specific security and Show Management shall not be liable for any loss or damage due to theft. Notwithstanding this, however, Show Management will hire a guard service for general security tasks during the show, beginning the first day of installation and continue until the end of dismantling. To maintain security, once set-up begins, nothing can be removed from the show premises unless accompanied by a merchandise and/or security pass, through the dismantling period. Only exhibitors may bring articles onto the premises throughout the duration of the show. Exhibitors recognize that by participating in VOLTA they assume all security risks for themselves and their works. Exhibitors are strongly advised to sufficiently secure all exhibition works and obtain adequate insurance coverage.

## 12. Electrical Services

VOLTA will use its best efforts to provide common area lighting and electrical service, but shall not be liable for any loss of damage due to failure or interruption of service. No exhibitor is allowed to install his/her own power connections. Fire, safety and security regulations must be adhered to.

## 13. Maintenance

VOLTA will be responsible for keeping the common areas of the show site clean. Each exhibitor is responsible for the maintenance of his/her booth space and will leave the booth space in the same condition in which it was found, reasonable wear and tear excepted. All hanging devices must be removed from the wall when dismantling the booth space and any wall treatments (wallpaper or self-applied paint color other than white) must be removed or restored or an extra charge will be levied.

## 14. Electronic Signatures

Signatures of Exhibitor on copies of the exhibitor contract transmitted by electronic or telephonic means shall be deemed originals for all purposes hereunder, shall have the same legal effect as an originally drawn signature, and shall be binding upon Exhibitor.

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## 15. Marketing

Exhibitor hereby grants to VOLTA an irrevocable, non-exclusive license to use exhibitor's trade name, together with a description of the nature of Exhibitor's business, in any television, radio, print, electronic or other media advertising or marketing programs of VOLTA and exhibitor shall cooperate with VOLTA in carrying out such advertising and marketing.

## 16. General Remarks

VOLTA is entitled in the case of compelling reasons or Acts of God to postpone, reschedule, shorten or extend the exhibition without liability or obligation to the exhibitor. VOLTA reserves the right to expel from the show any exhibitor who violates the rules stated herein. The exhibitor will remain liable for the full amount of booth space rental and any additional charges incurred.

September 2015  
VOLTA Basel