

# **VIEN NAFAIR**®

**THE INTERNATIONAL  
CONTEMPORARY ART FAIR  
FOCUSED ON CEE**

**6 MAY PREVIEW  
7 – 10 MAY 2009  
MESSE WIEN**

**CONDITIONS FOR ADMISSION  
AND PARTICIPATION  
FOR ZONE1**

## PARTICIPATION APPLICATION ZONE1 FOR SOLO-SHOWS

Return fax +43 (0)1 727 20-384

Closing Date: **12 Dec 08**

*Punctually submitted, correctly filled out, and officially signed participation applications do not entitle applicants to admission, but are merely applications. An international admissions committee is responsible for selection decisions. An exhibition contract between the applicant gallery and Reed Messe Wien GmbH can only be valid on receipt of written admission confirmation.*

First initial exhibitor listing

General company data Corp. reg. number ARA number VAT number

### Registration Please use block capitals

Official company name			
First name/surname, acad. title, owner / management			
First name/surname, acad. title administrator			
Street/PO box			
Country, region, postcode, town or city			
Area code	Telephone	Area code	Telefax
Internet address			
E-mail address - company			
E-mail address - administrator			
Gallery opening hours / Year of foundation			
Exhibitor at other art shows?			

**We would like to exhibit the following artist at the VIENNAFAIR:**  
(Please use block capitals to indicate name, year of birth and nationality of the artist)

Please read the enclosed conditions of acceptance very carefully, especially II.2.b and d

Name of the artist

Year of birth of the artist

Nationality of the artist

### Stand type Corner stand

2 partition walls included

20 sqm

Space rental

€ 3,360.00

### Registration fee (obligatory)

€ 618.00

Includes a standard entry in the official exhibition catalogue, a standard entry in the online listing (including active link), copyright fees, exhibitor promotional material, 2 exhibitor passes, 1 parking ticket and one exhibition catalogue per exhibitor.

All prices excluding taxes and fees.

### Basic facility (included in stand rental):

- space rental
- 2 stand separation wall panels – height 350 cm, white
- 1 seat box (white) with lettering (name of the artist)
- 1 halogen spot 1000 W
- mains electricity supply up to 2.2 kW
- daily stand cleaning
- stand sign (max. 20 characters)
- 10 VIP invitations

The stand area price is the net price per sqm, along with legal duties, tax and contributions, to be paid in the stated amount. The stand area rental price includes unitary stand construction in a turn-key solution completely fitted and furnished, according to the basic furnishing model above.

One particular task of the VIENNAFAIR is to provide excellent galleries and institutions with international standards and reputations, working interregionally, an opportunity to present themselves commercially. We want to enable our clients of this show to establish and capitalise on their business contacts on a person-to-person level. To this purpose Reed seeks and identifies the concrete needs of various markets in terms of presentation, information exchange and contacts. Exhibitors and visitors take advantage of these business platforms to generate new commercial opportunities.

Along with the participation application an admissions fee of € 133.30 (incl. 20% VAT and 1% legal duties) must also be paid, which shall not be refunded even on rejection of an application. A cheque or proof of transfer of funds must be attached to the application form (the date of the transfer of funds to the Reed Messe Wien GmbH account shall be considered significant).

An exhibitor contract with Reed Messe Wien GmbH can only be realised on receipt of written admission confirmation from Reed Messe Wien GmbH.

**We confirm receipt of the admission and participation conditions, and accept their validity. Should differences arise between admission conditions and participation conditions, the admission conditions shall be of premier validity.**

Town or city, date

Corporate stamp / invoice recipient signature

## I. Essential basics

### 1. Goals

- a) The VIENNAFAIR is an exhibition for trading and contact creation in internationally recognised modern art of the 20<sup>th</sup> and 21<sup>st</sup> centuries. The special task assigned to this international art exhibition is to provide a commercial platform for excellent, trans-regionally operating galleries fulfilling international standards of prestige and importance. Particular attention should be paid to the holistic and authentic presentation of the work of galleries, clarity of structure of the event as a whole and accordance with the respective themes set for the various sections of the fair. The REED MESSE WIEN GmbH (aka „REED“) will invite galleries, museum directors and collectors, in cooperation with the show advisory committee and the Exhibition director, whose participation they consider to benefit the goals of the VIENNAFAIR. Decisions as to which galleries are ultimately admitted and what they may exhibit, shall be the prerogative of an admission committee.
- b) The VIENNAFAIR offers
- an overview of the international modern galleries
  - contact care and intensification with collectors and museums and growth in the potential numbers of collectors of contemporary art of all ages
  - an expansion of the domestic and foreign groups of people interested in art and, above all the introduction of young people to the art world
  - special attention to the involvement of galleries from Central Europe in line with trade fair conceptual guidelines
  - support for the establishment of a European centre for modern art in Vienna.

### 2. Organisers

The Exhibition director is responsible for the design and forming of the VIENNAFAIR, in cooperation with the exhibition advisory committee and REED. The fair is carried out by REED.

## II. Customer acquisition

### 1. Application to participate

The handing over or distribution of application forms by Reed does not constitute an invitation to the VIENNAFAIR and shall not be considered a basis for claims to a right for admission. Applications received after the **12<sup>th</sup> December 2008** will not be considered.

### 2. Admission requirements

- a) The VIENNAFAIR is only open to applicants dealing in art produced in the 20<sup>th</sup> and 21<sup>st</sup> century, and whose agendas (including the registered programme) comply with the stated quality requirements.

#### b) Admission requirements for ZONE1:

- presentation of only one artist
- age restriction of the artist of 40 years
- presentation of installation-based work and sculptures

- c) Galleries will only be admitted on production of suitable evidence to prove that the registered programme corresponds with the requirements and the goals of the VIENNAFAIR (point I.1.).

#### d) The following are necessary and valid requirements:

- Evidence of continuous activity as a gallery
  - for at least the last 2 years
  - in self-owned exhibition facilities
  - with regular opening hours at least 5 days a week
  - the public must have unlimited gallery access during the stated regular opening hours
- The applicants are obliged to be constantly involved in gallery activities on a full time basis
- Gallery activity must be confirmed by proof of
  - at least 4 exhibitions annually in the rooms of the gallery
  - original invitation cards to such public exhibitions
- Fulfilment of the admission and selection criteria must be backed up with
  - the registered programme in which the artist has to be described and commented on
  - the gallery schedule
  - a maximum of two exhibition catalogues per registered artist
  - a maximum of five pictures of recent works of the registered artist
  - an up-to-date biography with the relevant exhibition information about each artist

At the same time it is also necessary to prove that the € 133.30 admission fee (incl. 20% VAT and 1% contract fee) has been paid to the REED account with the proof of transfer accompanying the registration forms. On rejection of an application the admission fee remains the property of REED. On acceptance the admission fee is accredited to the applicant. Application documents will not be returned.

- e) Applicants who register for a **joint stand** with not more than one other gallery must individually meet all of the admission requirements. They may not make reference to the documents submitted by their partner gallery. Applications for a joint stand are treated separately for the purposes of the approval process. Each application can be approved or rejected separately. Minimum size of the joint stand is 75 sqm. At least one of the partner galleries has to have its head office abroad.

## III. Admission and selection process

### 1. Admissions committee

A selection procedure is installed in order to check admission conditions have been fulfilled and in order to reach decisions on the evaluation and selection of applications if the sum of applications to exhibit at the show exceeds the amount of floor space available at the show, or if the clear structuration of the show is thus endangered.

- a) An admissions committee is responsible for admitting applicants to the VIENNAFAIR based on the show's stated goals and the following conditions.  
Decisions made by the admissions committee are binding, both for REED and the applicant.
- b) Applicants will be given details of the team making up the admissions committee on receiving the decision of the said jury.
- c) Responsibility for the admissions committee is shared between the Exhibition director and the exhibition advisory committee. REED has the ultimate power to decide who is admitted or dropped from the admissions committee, although there have to be particularly severe reasons to justify the ejection of a committee member. Membership of, and activities connected to the admissions committee are unpaid.
- d) The additional **non-voting** members of the admissions committee are:
- the Exhibition Director
  - two REED representatives
- e) On meeting for the first time, the admissions committee has to choose a chairperson. This position can only be filled by an Austrian gallery owner/manager. The chairperson decides on the details of the selection process not already determined by the admission conditions.
- f) Vote results on the admissions committee are valid when at least two thirds of the voting members are present. All decisions and the reasons will be recorded by the chairperson.
- g) The admissions committee can use its own judgement within the freedoms allowed between the event goals and admission requirements. A simple majority of votes cast is necessary to pass a decision. Should voting be even, one application counts as rejected.

### 2. Admission decisions

- a) The admissions committee decides on the basis of documents submitted under point II.2. until the deadline stipulated in point II.1. **A reference of the applicant to documents submitted for an earlier VIENNAFAIR is not permitted.** Documents or information submitted after the deadline can no longer be considered.
- b) Applicants who don't fulfil certain admission requirements as in point II.2., may exceptionally be admitted if the admissions committee unanimously votes for the applicant and states its reasoning that
- the gallery programme supports the focal points of the fair concept
  - participation would constitute a significant benefit to the show
- c) Should a place at the event become available again, the admissions committee will offer the space to another applicant, taking the waiting list and the type of applicant who has dropped out and their exhibition programme into consideration. Should the applicant offered the position turn down the offer or not respond within a limit of 14 days, the position will then be offered to another applicant.
- d) The entire application will be judged. The admissions committee is not obliged to make any changes to any parts of a registered programme which may be ineligible. However, it is permitted to authorise admission within certain restrictions, and to set certain conditions should individual parts of the registered programme not conform to admission requirements. Moreover, the committee is authorised to limit the number of artists to ensure that the presentation of the entire event is clearly arranged and that the highest quality of exhibits is maintained.
- e) Admissions may also be refused if, at a previous art exhibition, the applicant
- did not adequately deal with complaints about goods sold at the show,
  - displayed and sold fake, doubtful or faulty objects, or objects not entirely described and declared,
  - failed to pay the fees or stand rent,
  - had a registered programme which is essentially different to the rest of the gallery's exhibits,
  - came into conflict with or acted against the interests of the goals of the event
  - the design and appearance of the stand or the standard of the exhibits did not comply with the requirements of the admissions committee.
- f) REED provides the applicant with written confirmation of the decision of the admissions committee (by fax or e-mail to the addresses given by the applicant in the application). Along with written admission confirmation, a contract between REED and the applicant, based on the application requirements, is sent to the applicant.

### 3. Statement of reasons for decision

- a) Applicants whose applications are turned down have the right to make a written demand the reasons for the admission committee's decision within one week of REED having posted the results.
- b) Decisions of the admissions committee made using the prerogative of the jury in the room between the intended event goals and admission requirements are not accessible for detailed analysis. **Only in the case that a rejection can be proven to be, or is obviously based upon irrelevant, incorrect or arbitrary considerations, is there a case for a renewed claim for an examination and a decision.**
- c) The right to a renewed analysis of the rejection of application must be ordered within two weeks of the posting of the rejection, or in the case that the posting by REED of the reasons for a decision, within one week of the said posting by REED. **All claims must be justified.**
- d) Applications in compliance with a) and c) shall be sent to REED in written/printed form only. It is essential for applications to arrive at REED on time. Belated applications will be rejected.
- e) The admissions committee bases its decisions on the applications received. New information and documents will not be considered. If the admissions committee upholds its decision, the applicant will be given written confirmation without statement of reason. This decision is then final.

### 4. Liability committee

- a) If an application is turned down, neither REED, the admission committee, nor the Exhibition director are liable for the costs incurred by an applicant.
- b) Applicant claims for compensation raised against REED, against the admissions committee, advisory committee or the Exhibition director, in connection with the rejection of an application to exhibit, shall not be considered – unless gross negligence or wilful manipulation can be proven. Neither will liability claims for associated indirect loss or damages be entertained.

# FAIR TERMS AND CONDITIONS

last update July 2008

## **1. Registration**

Registration constitutes a legally binding and irrevocable offer on the part of the exhibitor. Registrations with limiting conditions shall not be valid. Deletions, additions, and amendments to the registration form or the Terms and Conditions shall be null and void. Failure to complete any sections of the registration form shall never be construed to the disadvantage of the organizer. By submitting of the registration, the exhibitor fully accepts the Terms of Participation. The Terms and Conditions shall also apply analogously to supplementary services and additional orders, e.g. advertisements in the catalogue/fair magazine, the assembly and dismantling of stands, the rental of equipment, electronic fair guide, power, the providing of electricity, water, telephone and other utilities.

## **2. Stand Rental**

Upon receipt (by mail, fax) of the registration by the organizer, the exhibitor shall be obligated to participate in the fair, subject to acceptance by the organizer. Registrations by e-mail are not accepted and shall be void. This shall apply to the rental rates quoted on the registration form for the duration of the event. Each square meter or portion thereof shall be included in the calculations. All rental rates shall be understood to be exclusive of value-added tax and other taxes and charges (fees for legal transactions and for termination, etc.). A separate registration fee may be stipulated. The organizer reserves the right to change the commencement and duration of the fair without any claim in connection therewith arising on the part of the exhibitor against the organizer (e.g. cancellation, damages).

## **3. Permit and Space Assignment**

The organizer shall not be obligated to accept the registration. The decision regarding the granting of a permit to an exhibitor (i.e. acceptance of the registration), as well as the special space assignment, shall be made exclusively by the organizer. The organizer reserves the right to at any time reject registrations for a permit to exhibit, without having to provide justification. The permit, and therefore acceptance of the registration shall be confirmed in writing by the organizer, as will be the space assignment, which may take place at the same time as or after the acceptance of registration. Exhibitors from Austria and abroad whose exhibit goods are in keeping with the theme of the fair may be permitted. Trade representatives and importers may exhibit on behalf of the companies which they represent. In the event that the exhibitor takes part in the fair as representative of a manufacturer, he shall so notify the organizer at the time of registration. The organizer may request that the exhibitor submit an inventory of goods exhibited; in such case the specification of exhibit goods as listed on the inventory of goods shall be a prerequisite for the processing of the registration. Products other than those listed on the inventory of goods shall not be allowed to be exhibited. Used goods of any kind shall not be allowed as exhibit goods at the fair. The exhibitor shall be obligated to exhibit the registered products for the entire duration of the fair, without limitation. Early closing of the fair stand and/or early dismantling of the fair stand shall be excluded. Any infringement of these obligations shall entail claims for damages. The exhibitor shall refrain from exhibiting any form of political propaganda.

No legal entitlement to exhibit at any additional fair (i.e. the acceptance of another registration at a fair) shall arise from the acceptance of the registration (i.e. from the permit to exhibit at the fair). Notwithstanding the confirmation of a permit (acceptance of registration) and space assignment, in the interest of the event (the fair) the organizer shall be authorized to assign a space to a location other than that foreseen by the original space assignment, to make modifications to the stand area, to relocate or close entrances and exits to the fairgrounds and the halls, or to undertake other structural changes. In this regard, if the rental rate is reduced, then the difference shall either be credited or refunded to the exhibitor, at the discretion of the organizer. Any additional claims, in particular compensation claims, shall be excluded. If for any reason the organizer cannot make available a stand which has already been assigned, the exhibitor shall be entitled only to a refund of the rent actually paid.

Even only a partial assignment of space shall require the express written consent of the organizer and is permitted only in return for payment of a co-exhibitor's lump-sum charge.

## **4. Withdrawal of Registration**

In the event of cancellation (withdrawal) of the registration, the exhibitor shall pay the organizer the following cancellation fees:

Up to 8 weeks before the beginning of the fair, 50% of the agreed rent; within 8 weeks or less before the beginning of the fair, 100% of the agreed rent; in each case plus any taxes, fees, or other additional costs and any costs which have already arisen for technical and other services ordered.

The cancellation fee is to be paid as lump-sum compensation, regardless of any fault, in which case the exhibitor waives a reduction of compensation, in particular to a right of reduction by the court for whatever reason, including a claim to favorable settlement.

The exhibitor acknowledges that the cancellation fee shall also be payable in the event that the organizer sells or leases the fair stand to a third party. In such case the assertion of any claim for damages which extend beyond the cancellation fee shall remain unaffected. The due date of the cancellation fee, plus any additional payments, shall be as stated on the cancellation invoice.

## **5. Issuance of Invoices and Payment Terms**

After the time of permit (acceptance of the registration), the exhibitor shall receive an invoice, which shall be paid with sufficient time for the invoice amount to be credited to the account in full at latest by 6 weeks before the beginning of the event. Any invoices issued after this date shall be immediately payable. The exhibitor shall be obligated to pay all costs for additional services (intent 1.), due on presentation of the invoices, whereby the organizer shall also be entitled to require advance payments for these services. In any case, an invoice may state different payment terms and dates which are binding on the exhibitor. The punctual payment of the invoices and any registration fee due, as well as the settlement of any amounts still owing from earlier events, shall be a prerequisite for the handing over of the stand assigned.

Any complaints regarding the invoice must be made within 8 days after receipt. Thereafter the invoice shall be considered approved, and any complaints received shall be invalid.

In the event of a delay in payment, 12% interest per annum shall be agreed, calculated from the due date, in addition to EUR 7.27 for each letter of reminder, exclusive of value-added tax. The exhibitor shall be obligated to reimburse the organizer for any costs in connection with collection and/or recovery; in such case, the maximum rates thereof shall be agreed pursuant to Regulation BGBl No. 141/1996 or the regulation replacing it, regardless of whether collection proceedings are being carried out by the exhibitor itself or by a third party. The costs of the legal action and execution determined and to be determined by the courts shall remain unaffected by this. The expenses for collection and recovery charged to the organizer by third parties shall in any case be borne by the exhibitor.

The exhibitor shall not be entitled to retain the payment of any invoiced amounts due against any counterclaims of any kind, to refuse payment, or to charge such payment against counterclaims.

### **5a. Taxes, Fees, and Charges**

All taxes, fees, and charges, and in particular value-added tax and advertising charges, shall be borne by the exhibitor. All prices given are net.

### **5b. Registration and internet fee**

The exhibitor shall be obligated to pay the registration and internet fee. They include the obligatory standard catalogue entry, the standard entry in the online exhibitor database (with active link), exhibitor advertising material, copyright fees, one parking ticket within the exhibition premises and exhibitor passes according to the booth size.

## **6. Rescission of the Agreement**

The organizer shall be entitled to rescind the agreement without prior notice and with immediate effect in the event that:

- the exhibitor does not meet its payment obligation on a timely basis, or
- in the meantime, bankruptcy proceedings, out-of-court settlement proceedings, or winding-up proceedings take place or are pending against the exhibitor, or
- outstanding claims still exist from previous fairs, or
- the exhibits are not or are no longer in keeping with the theme of the fair.

In these cases, a penalty fee shall be payable by the exhibitor to the organizer in the amount of the cancellation fee set forth in Point 4 hereinabove. The penalty fee shall be paid independent of any fault; the exhibitor waives any reduction in the claim for damages, particularly to judicial restraint on any grounds whatsoever. In the event of the organizer's rescission of the agreement, it shall be within the organizer's

discretion to make the assigned stand available without further notice. It shall be sufficient if one of the above described points exists.

## **7. Force Majeure; Material Cause**

If the event cannot be carried on due to force majeure, strikes, political events or other material cause which has not been brought about either intentionally or negligently by the organizer, claims for compensation of any kind against the organizer shall be excluded. The organizer shall notify the exhibitor without delay in the event that the fair cannot take place.

## **8. Sale regulations**

At trade fairs, the sale and/or delivery of goods of any kind, including samples, shall be prohibited. At fairs open to the public, the exhibitor shall be permitted to sell goods directly and to effect delivery to the buyer immediately, in compliance with the applicable provisions of law. The exhibitor shall be obligated to not conduct the sale in a loud, conspicuous fashion.

Restaurant and catering services will be operated exclusively by the organizer or a business partner of the organizer. Exceptions thereto require the express written consent of the organizer.

In the event of any infringement of these Terms and Conditions, after making a prior request on short notice to stop the direct-sale (direct supply) operation or the restaurant (catering) services, the organizer shall be authorized to close down the stand.

## **9. Exhibitor Identification**

Each exhibitor shall at no cost receive exhibitor identification passes for itself and its personnel at the stand, according to the booth size, defined by the organizer. Additional exhibitor identification passes may be purchased for a fee.

## **10. Stand assembly, dismantling, and presentation**

The exhibition spaces shall basically not include stand walls and assembly, except by ordering a full package and/or special agreement with the organizer. The exhibitor's stands shall not be allowed to exceed a height of 250 cm (the standard stand height). Greater stand heights shall be possible only after submitting the plans to the organizer and upon written agreement with the organizer; such plans must be submitted to the fair management by at latest 2 months before the beginning of the fair. For possibly double-decker stands, a surface of 50% will be added to the space fee per square meter of the overbuilt surface. Prior to the assembly of such a stand (with the exception of island stands), written consent must also be obtained from the neighboring exhibitor and the proper construction must be confirmed by a civil engineer with Austrian license. For reasons of safety, glass structures shall be allowed only if place 50 centimeters from the edge of the stand. This regulation, however, shall not apply to safety glass.

The use of nails, drills, and glue on PVC-coated walls, which are owned by the organizer, is prohibited. In the event of damages, the invoice shall be calculated on the basis of replacement value. Decoration pens may be used on painted walls, but only if they do not go through to the wall. Painted walls may be covered with wallpaper on the condition that the wallpaper be removed by the exhibitor immediately after the fair. If the wallpaper is not removed, this work will be undertaken by the organizer at the exhibitor's expense. In the event of damages, the invoice shall be calculated on the basis of replacement value.

The announced time for assembly and dismantling shall be precisely adhered to. Infringements of these fixed times shall be separately charged for. Stand assembly must begin at latest by 12 noon one day before the beginning of the fair. If the rented area has not been used by this time or no notification has been given, the organizer reserves the right to make the space available for other purposes from this time, without further notice; in such case however, the entire stand rental shall be payable, plus the registration fee. The assembly work must be completed by at latest 6 pm of the final assembly day. Any infringement of the assembly and dismantling times is expressly excluded. In the event of an infringement of the assembly and dismantling times, claims of any kind on the part of the exhibitor against the organizer shall be excluded.

In the event of infringement of the dismantling time, the organizer shall be authorized to undertake the clearing of the stand and its storage at the cost and risk of the exhibitor. After dismantling, the original condition of the space is to be restored. Damages which are caused by improper handling shall be reimbursed to the organizer by the exhibitor.

## **11. Technical Stand Equipment**

General installations for electricity and water shall be carried out solely by contractual partners of the organizer. Electricity, water, and other technical connections shall be possible in return for payment of a fee for connection and use. All electrical equipment, facilities and installations must comply with the regulations of the Austrian Electrotechnical Association and the regulations and requirements customary in Vienna as well as those legally binding for events. Electrical installations shall only be allowed to be installed by licensed companies. Connection and supervision shall be carried out exclusively by licensed fair electricians. The technical regulations for exhibitors and those building stands shall form an integrated part of this Agreement.

### **11a. Exhibiting Machines**

Machines being exhibited must be furnished with a CE stamp of approval and comply with the MSV (306) ordinance on machine safety. In the event that machines, safety components, or parts thereof do not conform to the MSV, this must be clearly indicated by means of a visible sign.

### **11b. Tips and conditions for technical services**

#### **Rules for the operation of wireless infrastructure (WLAN)**

Exhibitors must observe the following rules when operating their own WLAN transmitters:

- The WLAN transmitter (access point) may only be operated on channel 11 (in IEEE 802.11b/g standard).
- The WLAN transmitter must be switched to the minimum transmission setting possible in order to ensure the broadcast range is limited to the smallest area possible within or beyond the boundaries of the stand.

An exhibitor may be denied the right to operate his/her own WLAN transmitter, despite compliance with the above rules, if the operation of technical infrastructure required for general trade fair activity is affected or restricted, particularly as regards WLAN systems run by the organisers or companies working in association with the organisers.

In the case of WLAN systems causing interference with the technical infrastructure required for the trade fair, the organiser reserves the right to take all necessary steps, including the capping of stand supply networks (internet, power supply), to ensure interference free operation of trade fair equipment. Exhibitors are obliged to obey any such instructions given by the organisers. If required the exhibitor shall be instructed to shut down his/her WLAN. Failure to comply with this demand shall result in the costs for the localisation and remedying of the situation being passed on to the exhibitor.

## **12. Liability and Damages**

The organizer undertakes no liability of any kind for theft, for goods exhibited or left behind by the exhibitor or third parties in the event that such goods are damaged or missing; this shall apply in particular to exhibition and stand equipment and furnishings.

The organizer shall not be obligated to take out insurance policies of any kind. The organizer undertakes no liability of any kind for vehicles parked on the fairgrounds by the exhibitor, its employees, or its business partners. The exhibitor shall be liable for any damages to persons or things which are caused by it, its employees, or its business partners or by its exhibit objects and equipment. The organizer shall be indemnified and held harmless. During assembly and dismantling, each exhibitor has an increased duty of care for the safety of its goods. Valuable and easily moveable exhibit goods are to be removed from the fair stand during hours when the fair is not open (particularly at night) and kept in safekeeping by the exhibitor itself at its own risk. The organizer shall not be liable for damages to health or property or other damages of any kind which may be incurred on the part of the exhibitor, its personnel, or third parties for whatever reason in connection with the preparation, carrying on, or completion of an exhibit. The organizer shall not be liable for any lost profits.

This exclusion of liability shall also apply in the event that damages are caused by defects to the buildings or equipment of the organizer. The organizer shall in general assume liability only when damages

# FAIR TERMS AND CONDITIONS

last update July 2008

have been brought about by it or its personnel intentionally; in such case the party which has incurred the damage must produce evidence thereof.

The exhibitor shall not be able to derive claims of any kind against the organizer from the act or failure to act on the part of other exhibitors, their personnel, or their business partners.

The exhibitor shall lodge complaints concerning any defects promptly and in writing and shall give the organizer the possibility of removing the defect, otherwise the exhibitor waives any rights in respect to these defects. Any claims on the part of the exhibitor must be submitted to the organizer immediately; otherwise they shall be considered invalid. No liability shall be assumed for incorrect inclusions or entries in the official fair catalogue and/or other printed materials related to the fair (typographical errors, syntactic errors, incorrect order, omission, etc.).

The organizer shall not receive certain shipments on behalf of the exhibitor, and shall assume no liability for possible losses, or for incorrect or late delivery thereof. The fair's forwarding agent shall store exhibit goods and packing materials at the cost and risk of the exhibitor.

It shall be forbidden to spend the right in the halls or the grounds.

## 12a. Fair Insurance

The stand rental shall not include insurance for objects brought in to the fair stand, the stand itself, and all other fair equipment. If an insurance policy is taken out with the organizer or an insurance company, the separate written terms and conditions related to the insurance policy shall apply.

## 13. Advertising Materials of the Organizer

Each exhibitor (including any co-exhibitors and sub-exhibitors) shall be obligated to be included in the fair catalogue and/or fair magazine published. The minimum entries, as set forth in the catalogue form, shall be made at the cost of the exhibitor even if an explicit order in this regard has not been made by the exhibitor. The organizer shall make published advertising materials available to the exhibitor upon its request under the terms and conditions (i.e. prices) given. The exhibitor shall thereby be given the possibility of making its customers aware of its participation in the event and inviting them (e.g. with stickers and invitation cards).

## 14. Exhibitor's Advertising at the Event Location

Transmissions from the site and advertising in visual, sound, or written form on behalf of companies other than the exhibitor shall require the express written consent of the organizer.

Banners, company signs, advertising inscriptions, and other advertising materials shall not be placed or dispersed outside the exhibition stand, extend out into walkways, or exceed a height of 250 cm. The placing of advertising signs, posters, or other advertising materials outside the stand, in particular the parking areas, as well as the distribution of advertising material, shall be permissible only after separate agreement with the organizer, to be billed separately. In the event of unfair advertising vis-à-vis other exhibitors, the organizer is authorized to immediately close the stand; in such case a reduction of stand rental and other costs shall be excluded.

## 15. Distribution of advertising materials, retail trading, samples

The distribution of advertising materials, samples, printed material and other means of advertising as well as retail sales may be effected only within the stand allocated. All off-stand advertising activities are chargeable and require official permission, and are to be conducted exclusively in the foyers, linking passageways and open-air exhibition space. Outside companies are not permitted to conduct opinion polls within the exhibition premises. The sale of goods or services by the exhibitor or by a third party traceable to the exhibitor is prohibited on the exhibition premises unless the organizers give their express written authorization, even if payment for the goods or services is not made during the fair but at a later date. Failure to comply shall result in the exhibitor being obliged to reimburse to the organizers all costs, fees and taxes (in particular entertainment tax) arising or becoming due in connection with this violation, regardless of fault. In the event of violation by several exhibitors, such exhibitors shall be jointly liable for the said costs, fees and taxes. The distribution of samples against charge is subject to permission by the organizer. The free distribution of samples is permitted.

## 16. Special Events and Presentations

All types of special events and presentations at the stands or the fairgrounds shall require the written permission of the organizer. Regardless of prior permission granted, the organizer shall be authorized to limit or prohibit presentations which cause noise, dirt, dust, the emission of gases, etc. or which impair the orderly proceeding of the fair through any other type of disturbance.

Flashing signs at the fair stand are prohibited. The use of gases and vapours (dry ice, etc.) is subject to the issue of a permit (the halls are equipped with fire alarm facilities, and the costs of false alarms resulting in the fire brigade being summoned will be charged to those responsible). Application for laser systems must be submitted to: City of Vienna Department (Magistratsabteilung) 36, Dresdner Strasse 75, A-1200 Vienna. Tel: (+43 1) 4000-99 922 83.

Sound or audio-visual presentations at the fair stand must be designed in such a way that any sound measured at the edge of the stand shall not be allowed to exceed 70 dBA. If despite the request of the fair's management, a level of sound greater than that permitted is not immediately eliminated, the management reserves the right to take appropriate measures - including, if necessary, the closing of the stand. Registrations with the AKM (the Austrian artists' association) must be made by the individual company itself.

## 17. Installation of amusement machines and juke boxes

Equipment whose operation can result in winnings of money or goods, or where the prize depends on luck, e.g. amusement machines, slot machines for peep shows, jokes or games of skill, and machines which display players' results, must be registered for amusement tax before the start of the fair. In addition to this, six weeks prior to the start of the fair an application must be made for a license for the fair stand. Not until a license has been issued may the equipment be operated. The council department responsible for applications is: City of Vienna Department (Magistratsabteilung) 4/7, Ebendorferstrasse 2, A-1010 Vienna. Tel: (+43 1) 4000 86385. The exhibitor shall indemnify and hold harmless Reed Messe Wien GmbH with respect to the operation of such equipment.

## 18. Films and Photographs

The organizer shall be granted the right to take photographs and to film on the fairgrounds and to use the resulting images for its own publications or general publications. In this regard the exhibitor shall waive the right to any and all objections arising out of industrial property rights, in particular copyright law and the law on unfair competition (UWG). Outside of its own stand, the exhibitor shall not be permitted to make or have made films, photographs, rawings, or other pictures of exhibited things and exhibited goods.

## 19. Cleaning

The organizer shall look after the cleaning of the premises and the walkways in the halls. The exhibitor shall be obliged to clean its own stand area. Upon the request of the exhibitor and at its own cost, cleaning companies admitted by the organizer shall undertake the cleaning of the stand. Packing materials and refuse which the exhibitor disposes of in the walkway or places on the side shall be removed at the cost of the exhibitor. The disposal of special waste must be arranged for by the exhibitor itself.

## 20. Transportation and Parking

It shall be forbidden to drive in the fair halls with motor vehicles of any kind. In the case of special transport vehicles, written permission is to be promptly obtained from the organizer. As of the end of the assembly period all vehicles, without limitation, shall be removed from the entrances, driveways, fire lanes, and parking spaces for the press. During the fair, trucks weighing over 3.5 tons shall not be allowed to be parked in the parking areas. Any infringement of this provision shall entail a case of unlawful disturbance, in which case the organizer shall be free to have the unlawfully parked vehicles towed at the owner's expense.

## 21. Stand Security

During the fair (including assembly and dismantling), the organizer shall undertake to provide security for the halls (external surveillance of the exhibition halls and hall entrances and periodic patrolling of

the halls by security personnel). The exhibitors shall have no legal right to demand that the organizer provide it with separate security personnel for its stand (theft security). Additional security personnel for individual stands shall be hired separately by the exhibitor and billed directly to the hired firm. Dates of any separate security company hired by the exhibitor during the opening times shall be notified to the organizer in writing. The hired use of outside security companies to monitor the stand at other times, must be permitted in advance and in writing by the organizer.

## 22. Right of Lien

With regard to all outstanding claims of the organizer against the exhibitor, the organizer shall have a contractual and legal right of lien to the objects brought into the stand by the exhibitor and all equipment at the stand. The institution of court proceedings shall not be required in order to exercise this right. In cases of recourse to this right of lien, the objects brought in to the stand and the stand, including equipment, may be removed and stored at the cost and risk of the exhibitor, without prior notice. The organizer shall be authorized to sell these objects at market prices (and conditions) and to credit the proceeds against the outstanding amounts.

## 23. Infringement of these Terms of Participation or of the Law

These Terms of Participation, all special notes in the service- folder, provisions, rules and regulations as well as the applicable provisions of law, and the regulations of the authorities regarding events shall be strictly adhered to. In particular, this includes all legal provisions with regard to fire protection, all provisions of trade law and local police regulations, as well as house rules. Actions ordered by representative of the authorities shall be carried out immediately by the exhibitor and at its own cost.

In the event of the failure to comply with or violation of these Terms of Participation, the contractual agreements, and the house rules, as well as the infringement of legal provisions (in particular the Order of the Vienna City Council of 29 December 1949, MA 7-4050/49 as amended) or provisions (ordinances) of the authorities, the organizer shall be authorized to immediately close the assigned stand at the cost of the exhibitor, and to effect removal without court proceedings. The orders and instructions of the organizer and those appointed by it shall be unconditionally obeyed by the exhibitor, its personnel, and its business partners. This shall apply in particular to the parking areas for the fairgrounds.

## 24. Data Protection

DECLARATION OF AGREEMENT ACCORDING TO THE DATA PROTECTION LAW:

The exhibitor authorises the use of details provided by him/herself in the registration form (exhibitor details) in the joint database shared by Reed Messe Wien GmbH (registered under DVR No. 2108555 with the Data Processing Register), Reed Messe Salzburg GmbH (DVR No. 0079944) and Reed CEE GmbH (DVR No. 3003805 ) for the marketing of events organised by the three aforementioned companies. These exhibitor details may also be passed on to the media and associate companies listed under www.messe.at/partnerwien for purposes connected to the trade fair. This agreement can be revoked at any time and making any further use of such data inadmissible.

DECLARATION OF CONSENT according to the TELECOMMUNICATION LAWS:

From this point on the exhibitor consents, subject to withdrawal of consent at any time, to the receipt of information via e-mail from Reed Messe Salzburg GmbH, Reed Messe Wien GmbH and Reed CEE GmbH on events staged by Reed Exhibitions.

## 25. Written Form, Common Law

Amendments, supplements, and additions are required to be in writing in order to be valid. This shall also apply to the abandonment of the requirement of written form. Oral collateral agreements shall be invalid. The exhibitor can not derive rights of any kind from prior events or agreements.

## 26. General Provisions, Court Jurisdiction, and Place of Performance

This Agreement shall be governed exclusively by the laws of Austria, except the conflict of law rules. The legal jurisdiction and place of performance for both parties shall be Vienna. The invalidity of individual provisions contained herein shall not affect the validity of the other provisions, and therefore shall not affect the validity of the Agreement as a whole.

# General Terms and Conditions for Stand Constructions of Reed Messe Wien

## 1. Orders

Orders shall be deemed to have been accepted by and be binding on Reed Messe Wien when:

- 1.1. they have been received by Reed Messe Wien in writing, duly signed with the corporate signature,
- 1.2. they have been confirmed by Reed Messe Wien in writing,
- 1.3. the down-payment of 50% of the net order value shall have been received by Reed Messe Wien.

## 2. Leased Objects

- 2.1. The objects leased shall be returned as they were handed over; leased objects shall neither be worked nor changed. In particular, the nailing, screwing, welding and glueing of anything to metal objects is prohibited, as is also the paintingover of, the covering with non-detachable wallcovering of, the affixing of non-detachable adhesive strips for carpet etc. to, wooden and plastic arts.
- 2.2. Except for the utilisation at the leased space, any objects leased shall remain outside the power of disposition of Lessee and may not be removed except with Lessor's express consent.
- 2.3. Lessee shall be liable to pay at least the replacement value for the loss and for any and all, even accidental, damage to the objects leased. Irrespective thereof, 100% of the price of the lease shall be charged for loss of profit.
- 2.4. For removal of detachable wallcovering, foils and decorative fabrics, etc. € 4.00 per sqm plus 20% VAT shall be charged.

## 3. Complaints

After the leased object has been handed over and the fact confirmed, any complaints shall be excluded.

## 4. Terms of Payment

- 4.1. Simultaneously with the signing of the order, 50% of the prospective amount of the invoice shall be remitted. The remainder, plus 20% VAT, shall be due and payable upon rendering of accounts, at the latest.
- 4.2. In cases of payment delays, interest on arrears of 1 % per month shall be invoiced.
- 4.3. Reed Messe Wien shall not be bound to accept any bills or notes.
- 4.4. Lessor shall be liable and his objects of exhibition and his entire equipment and furnishings as well as goods exhibited shall be security for all of Reed Messe Wien's claims under the present of any past agreements.
- 4.5. Counterclaims, if any, cannot be offset. Any objections on the grounds of gross disparity of give and take are hereby waived.

5. It is agreed that the Commercial Court in Vienna shall be the venue.



Reed Messe Wien GmbH, Messeplatz 1, P.O.Box 277, A-1021 Vienna

# HOUSE RULES

## 1.1 Admission to the fair site

Access to the fair site requires a valid admission ticket issued by Reed Messe Wien GmbH ("the Company"). Visitors may only enter the fair site during opening hours; exhibitors and their staff may gain admission at the times indicated in the Technical Services Kit.

Children under 14 are only admitted in the company of an adult. Visitors may not take prams or bulky goods into the halls.

Animals are not permitted on the fair site.

## 1.2 Vehicular traffic on the fair site

Drivers must observe traffic restrictions indicated by one-way, direction, no stopping and no entry signs, etc., posted in accordance with the 1960 Highway Code and amendments, and the amended 1971 Road Traffic Act.

Officers of the police and emergency services responsible for supervision of the fair site are entitled to issue orders at variance with the above regulations.

## 2.1 Advertising

Billposting, distribution of leaflets and all forms of off-stand advertising activities must be reported to Reed Messe Wien GmbH and are subject to charges.

The use of loudspeaker equipment by exhibitors or third parties for advertising or announcements is prohibited.

No trading or advertising activities may be carried on within the fair site premises or areas for which the fair management is responsible without the permission of Reed Messe Wien GmbH.

The mounting, erection or installation of advertising billboards or other advertising artefacts of any kind, other than by Reed Messe Wien GmbH, shall be commissioned by, and at the expense of tenants, and shall be performed by licensed tradesmen. Written certification by the latter as to the storm-proof erection or immovable mounting and securing by dual fixtures of the item(s) in question shall be sent to the Company by registered mail not later than three days before the commencement of the event for presentation to the authorities.

Tenants are fully liable in civil and criminal law for any injury to persons or damage to property arising from advertising or advertising surfaces mounted, erected or installed at their instigation.

## 3.1 Supervision of stands

For safety reasons tenants, or their representatives identified by exhibitors', staff or move-in/move-out passes, shall inspect tenants' occupied stands prior to the commencement of the event. Only persons able to produce identification in the form of an exhibitor's, staff or move-in/move-out pass shall be employed at stands.

## 3.2 Packing materials and waste

Paper and other refuse may not be deposited on the floor but must be disposed of in the bins provided for this purpose.

For safety reasons packing materials may not be stored within the confines of stands, on stand roofs, behind pavilions or at other outdoor locations. Exhibitors are responsible for the daily removal of all their packaging materials from the premises of the fair site during assembly of their stands.

The use of wastepaper baskets or refuse bins made of inflammable materials is prohibited.

In the event of failure to remove packaging materials on a daily basis the fair management reserves the right to order the removal of all the materials concerned at the expense of the exhibitor. The latter shall have no right to compensation by Reed Messe Wien GmbH for the said materials.

## 3.3 Cleaning

Exhibitors shall keep the rental space in a clean and orderly condition. Cleaning shall be performed daily, starting two hours before the opening of the fair.

To this end exhibitors and their staff will be granted admission to the exhibition premises from this time onwards.

## 3.4 Conduct at the stand

Exhibitors undertake to employ trained personnel at their stands during the event. The good manners customary in business shall be observed. The rules of fair competition shall be strictly observed throughout the event.

Exhibitors and their agents shall desist from:

- noisy product demonstrations;
- calling out to visitors;
- announcing fair discounts, special price offers or hire purchase terms;
- arguments with competitors; and
- the use of live animals for advertising purposes, except at agricultural shows.

## 3.5 Consumer surveys, autograph sessions, photography, etc.

All consumer surveys, tests and competitions, visits by celebrities accompanied by autograph sessions, and filming, at trade fair premises, require the written consent of Reed Messe Wien GmbH. The photographing, drawing, copying or touching of exhibits is prohibited.

## 3.6 Noise prevention

In order to prevent excessive machine noise exhibitors shall, if necessary, use sound absorbers, exhaust silencers, soundproof confinements or shields. Demonstrations of machines, musical instruments, loudspeakers, bells, sirens, high-frequency appliances, etc., which are associated with noise or other forms of disturbance, may only take place at times reserved for this purpose by Reed Messe Wien GmbH.

The Company reserves the right to restrict or prohibit such demonstrations. Exhibitors shall have no claim to compensation in the event of such prohibition.

Exhibitors shall be liable for all damage arising from demonstrations in consequence of failure to observe prohibitions issued by Reed Messe Wien GmbH.

## 4.1 Special regulations concerning stand assembly and equipment

a) The erection of pavilions, kiosks, lean-to roofs, special advertising objects, towers, aerials, construction cranes, the installation of gas and water connections, particularly large stand or hall decorations, stand heating systems, the demonstration or operation of espresso machines, steam or pressure cookers, compressors, steam or compressed air driven machinery, lifting equipment and suchlike, industrial heaters, fryers, cookers or hot-plates, welding equipment, propane gas systems, gas or oil fired furnaces, h.v. fluorescent lighting systems, advertising films of 35 mm gauge upwards, operation of apparatus for payment, and the exhibition or use for exhibition purposes of inflammable, explosive, radioactive, burning or red-hot materials, must be reported to the Technical Services Department of Reed Messe Wien GmbH and shall require the Company's permission as well as an official permit, if applicable.

b) Electric radiators with exposed elements may only be operated for short periods, for demonstration purposes.

c) For safety, heating and ventilation reasons, it is officially forbidden to build over any areas of the stand walls containing power lines, or heating or ventilation vents.

d) In accordance with the by-laws of 1949 and amendments, only fireproof materials or materials impregnated with flame-proof substances may be used for stand furnishings. The authorities must be furnished with binding certification confirming the use of flame-proof paints and impregnations. The use of plastics or expanded plastic materials for stand decorations or lettering is conditional upon presentation of certification proving that the requirements of flammability standard B1, smoke emission standard Q1 and drop formation standard TR1 have been met.

e) For safety reasons welding and spraying work within the confines of the trade fair premises (exhibition halls, etc.) is officially prohibited. Only fireproof adhesives may be used for gluing work within the exhibition premises.

f) Only electric soldering irons may be used for soldering work.

g) No objects, including signs or advertisements, may project into the visitors' aisles.

h) All exits must be kept unlocked during the opening hours of the fair. Access to the doors, windows, fire alarms, hydrants, portable fire extinguishers, fuse boxes, line poles and circulation routes must be kept free from obstructions at all times.

i) The use of naked flames and open fires is prohibited.

j) The suspension of signs, displays or loads from exhibited cranes, masts, etc., is officially prohibited for safety reasons. Reed Messe Wien GmbH is entitled to restore exhibits to their previous state by requiring the immediate removal of objects suspended in a manner contravening the regulations. Failure of the exhibitor to remove such objects forthwith upon being required to do so shall entitle the Company to remove the said items at the expense and risk of the exhibitor, or to evict the exhibitor from the stand with immediate effect, in which case Paragraph 14 of the Organizers' Rules & Regulations shall apply.

k) Proof of the safety of double-decker stands, in the form of a report from a competent company, must be furnished.

l) Any structural or other modifications to stands, or specific operational procedures, required by the authorities (Mag.-Abt. 35/V, etc.) as a result of the official inspection of the fair premises performed before every event in the interests of public safety, must be carried out by the exhibitor without delay, before the opening of the event or at the latest prior to the next official inspection.

Stand lettering is at the discretion of exhibitors, but must include the company name and address, and may not extend beyond the agreed stand height or project into the visitors' aisles.

Stand furnishing shall comply with the current regulations of Reed Messe Wien GmbH and the Vienna City Council By-laws dated 29 Dec. 1949, Mag.-Abt. 7/4050/49

## 4.2 Exhibition and demonstration of vehicles

Vehicles may only be exhibited and demonstrated within the areas officially designated by the authorities, and in compliance with all official regulations. Steps must be taken to ensure the stability of vehicles displayed.

When being driven to and from demonstration areas moving parts of these vehicles, such as cranes, swivel arms or tippers, may not be actuated on routes frequented by visitors. Draught animals must be kept on reins or chains.

## 4.3 Smoking ban

Smoking is prohibited in all transit areas of halls. Signage to this effect shall be prominently displayed in a number of places.

Smoking is permitted at stands, provided that ashtrays are provided in prominent positions. However, the authorities may impose smoking bans.

## 4.4 Electrical installations

Exhibitors' notice is drawn to the need to observe the special regulations contained in the by-laws dated 29 Dec. 1949 and the Reed Messe Wien GmbH rules & regulations in respect of the installation of all forms of electrical equipment.

Installation work may only be performed by licensed companies which are answerable to the authorities.

Connection to fuse boxes may only be carried out by companies authorized by Reed Messe Wien GmbH.

The installation of neon lights and demonstration of electric ovens or heaters of all kinds require a written permit from Mag.-Abt. 36 and Mag.-Abt. 35, Dresdner Strasse 75, A-1200 Vienna, which must be obtained by the exhibitor.

Electric radiators and heaters with exposed elements may only be operated for short periods, for demonstration purposes.

Only three-phase 400/230 V 50 Hz current is available throughout the fair premises.

At the time of the official inspection the relevant reports on the wiring including official form VD 390 (information on connections) must be presented to the Technical Services Department for submission to the authorities.

## 4.5 Instructions by fair officials and obligation to provide information

Exhibitors are obliged to grant official supervisory staff and accredited representatives of Reed Messe Wien GmbH access to their stands.

Exhibitors, their staff and all visitors to the fair must obey the instructions of the above officers. In the event of a fire or other hazard all those present must leave the endangered area at once when directed to do so by a member of the safety and security staff.

Exhibitors are also obliged to provide reporters with accreditation from the Company's press office with information.

## 4.6 Penalties

Failure by organizers, exhibitors or visitors to comply with clauses 1.1, 1.2, 3.2, 3.6, 4.1, 4.2, 4.3 or 4.4 of the house rules is subject to the penalties stipulated by the Vienna City Council by-laws dated 29 Dec. 1949, Mag.-Abt. 7-4050/49, concerning local police regulations for trade fairs.

Approved by Magistratsabteilung 35 Ref. no. MA 35-V/2-18216/28/85  
of 5 March 1987 as per § 22 of the aforementioned by-laws.

Head of Department Dipl.-Ing. Lenz (Senatsrat)

