

## EXHIBITOR APPLICATION FORM:

### Gallery/Artist Information

Gallery/Artist Name	_____	Phone number	_____
Year of Established	_____	Fax number	_____
Director's Name	_____		_____
Address	_____		
	_____		
Post code	_____		
Website Address	_____		
E-Mail Address	_____		

### Booth Selection and Fee

Final booth size may vary and will depend on booth available for the exhibition.  
Please indicate your choice of booth.

### Name of participating artists

Please include 3 digital images (72dpi, jpegs) of works by artists that will be presented at the event.

Room Type	size	Fee
<input type="checkbox"/> Deluxe Room	27 sqm	US\$1,930.00 / HK\$15,000.00
<input type="checkbox"/> Superior Room	25 sqm	US\$1,670.00 / HK\$13,000.00

### Contact person for HKC Budget 2013

Name	_____
Telephone	_____
Job Title	_____
E-Mail Address	_____

### Completed application can be sent:

By Email [application@hkc.com.co](mailto:application@hkc.com.co)  
By Fax +852 2736 6361

### Agreement and Signature

By submitting this application, I affirm that the facts set forth in it are true and complete.  
I have read and agree the terms and conditions.

Signature	_____
Name (printed)	_____
Date	_____

Company chop (If applicable)

**Application deadline: 19th July, 2013**

### Acceptance and Payment method of booth fee

Full payment should be made within 30 days of receipt of notification from HKC Budget 2013 Management confirming your acceptance to the Fair.

Payment details of wire transfer (TT) will notify to the gallery with acceptance notification.

We advise applicants to apply early to avoid disappointment.

For any question please contact at [info@hkc.com.co](mailto:info@hkc.com.co) or +852 2858 1771 (GMT+8)

# TERMS AND CONDITIONS OF PARTICIAPTION IN HKC Budget 2013

## 1 DEFINITION

- 1.1 In these Terms and Conditions, the following words will have the following meanings: "Exhibitor Application Form " refers to the form overleaf; "Exhibition" means the exhibition referred to overleaf; "Fee" means the aggregate amount to be paid by the Exhibitor to the Organizer for the Space as shown on the Booth Rental Agreement; "Exhibitor" means the company, person, organization or other entity identified as the party making the application for Space at the Exhibition; "Exhibition Manual" means the handbook produced by the Organizer containing such regulations as may deem reasonable to the Organizer relating to the Exhibition, the Venue and the Exhibitor's attendance and conduct at the Exhibition; "Organizer" means Concrete Wall Creation LTD( hereafter "CWC") and its successors and assigns; "Booth" means the area of the room space at the Exhibition licensed by the Organizer to the Exhibitor; "Terms" means these terms and conditions together with the contents of the Exhibition Manual; and "Venue" means
- 1.2 the events location where the Exhibition takes place;  
References to Clauses shall be to clauses of these Terms.

## 2 AGREEMENTS

- 2.1 These Terms shall govern the provision of the Booth by the Organizer to the Exhibitor to the exclusion of any other terms and conditions.
- 2.2 A binding contract is formed between the Exhibitor and the Organizer immediately upon the Organizer's written acceptance of the Exhibitor Application Form.
- 2.3 Except as otherwise stated herein, these Terms should not be modified unless in writing signed by the party to be bound.

## 3 FEE

- 3.1 The Exhibitor shall promptly pay the Booth rental Fee in full as shown on the Exhibitor Application Form.
- 3.2 The Exhibitor shall in addition to the Fee promptly pay any additional charges relating to the Exhibitor's participation in the Exhibition in accordance with the Exhibition Manual or in respect of all goods and services supplied at the request of the Exhibitor.
- 3.3 The Fee is payable without any deduction, withholding or set-off whatsoever. If the Fee is not paid when due in accordance with the Exhibitor Application Form, then without prejudice to the Organizer's other rights or remedies:
  - 3.3.1. Exhibitor shall be liable to pay interest on the overdue amount at an annual rate of 4%, such interest to accrue daily from the date on which payment becomes overdue until the date the payment is made; and
  - 3.3.1.2. Exhibitor shall be liable for the Organizer's reasonable costs of collection and recovery of amounts due, including but not limited to full reimbursement of reasonable attorneys fees and disbursements basis before and after commencement of legal proceedings.

## 4 CANCELLATIONS

- 4.1 Subject to this Clause, the Exhibitor may, by notice in writing delivered to the Organizer by recorded delivery to the Organizer ("the Cancellation Notice"), cancel its booking and reduce the Fee in accordance with the schedule set forth in Clause 4.2. below. The parties agree that Organizer is irreparably harmed by cancellations and may incur printer's fees, problems with catalogs, and loss of revenue, mitigation costs and loss of prestige by cancellations. Exhibitor acknowledges that Organizer "curates" the entire exhibition to try to ensure a diversity of offerings to make each Exhibitor's experience valuable, so finding suitable replacements is difficult. Since such damages are difficult to calculate, the parties agree that the schedule set forth in Clause 4.2 is a reasonable measure of such damages and is fair.
- 4.2 Upon cancellation in accordance with Clause 4.1, the cancellation fee payable by the Exhibitor to the Organizer will be as follows:

Cancellation Date	Cancellation Fee
Between June 1 and July 14, 2013	50% of the Fee
From July 15, 2013	100% of the Fee
- 4.3 Upon accepting the Cancellation Notice or Reduction Notice, the Organizer may resell or re-allocate the cancelled Space, without any obligation to refund any cancellation fees to the Exhibitor for the income from reselling or re-allocating the cancelled Space.

## 5 OCCUPATION OF SPACE

Exhibitor shall occupy the whole of its allocated Space at the commencement of the Exhibition and for the entire duration of the opening hours of the Exhibition. No Exhibitor may share or sublet a booth either partially or entirely without written permission of CWC. Decisions regarding the approval of shared booths rest solely with CWC. Exhibitors sharing booths will be joint and severally liable to CWC. The Exhibitor shall occupy the booth as Organizer's licensee, shall obtain no right of exclusive possession or occupation, and shall obtain proprietary interest in the booth. The Exhibitor's Booth shall be decorated in accordance with regulations set out in the Exhibition Manual. The Exhibitor shall comply with all instructions of the Organizer and/or its agents in respect of Booth construction. The location of the Booth shall be provisional and subject to change prior to the Exhibition. The Organizer shall be entitled to relocate the Exhibitor's Space at any time prior to the Exhibition.

## 6 EXHIBITOR'S OBLIGATIONS

The Exhibitor shall not supply from the Booth or elsewhere at the Exhibition any food, drink or tobacco. At the Exhibition the Exhibitor shall only conduct its business from the Booth and may not display or distribute its promotional publication or article of any kind other than from the Booth. The Exhibitor shall observe and comply with the Exhibition Manual at all times. The Exhibitor shall comply with and observe all laws and regulations relevant to its use of the Booth during the Exhibition, including but not limited to the house rules of the Venue and intellectual property laws. The Exhibitor shall indemnify the Organizer and hold the Organizer harmless against all loss, damages, claim and costs, including reasonable attorneys fees resulting from the Exhibitor's use of the Space and the acts and omissions committed by the Exhibitor and its agents, servants and invitees.

## 7 LIABILITIES AND INSURANCE

- 7.1 Subject to Clause 7.3, the Organizer shall not be responsible for:
  - 7.1.1 the theft, damage and safety of all goods, decorations and other items brought into the Venue by the Exhibitor, its agents, employees or sub-contractors; or
  - 7.1.2 the supply to the Exhibitor of any goods or services any third parties at the Exhibition, including the operator and owner of the Venue, designated contractors and the Organizer's contractors.
- 7.2 Although all reasonable precautions shall be taken, subject to Clause 7.3. The Organizer's liability shall be limited as follows:
  - 7.2.1 the theft, damage and safety of all goods, decorations and other items brought into the Venue by the Exhibitor, its agents, employees or sub-contractors; or
  - 7.2.2 the supply to the Exhibitor of any goods or services any third parties at the Exhibition, including the operator and owner of the Venue, designated contractors and the Organizer's contractors.
- 7.3 Nothing in these Terms shall exclude or in any way limit the liability of the Organizer in a manner contrary to law. 7.3.1 The Organizer shall not be liable for any delay or damage or loss caused by any act of God, terrorist activity, political unrest, riot or other event, fact or circumstance beyond the Organizer's reasonable control.
- 7.4 The Exhibitor shall take out and maintain adequate insurance which shall not entitle the insurers to exercise any subrogation rights against the Organizer and the Exhibitor shall on demand provide sufficient evidence of such insurance to the Organizer. Without prejudice to the foregoing provisions in this Clause 7, in the event of the Organizer having any liability, the claimant shall first of all recover or procure to be recovered the money payable by the insurers under the insurance policies between the insurers and/or all relevant parties relating to the subject matter or event from which the Organizer's liability arises and the claimant's claim against the Organizer is limited 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.

## 8 TERMINATION

- 8.1 The Organizer may terminate this agreement forthwith by notice in writing to the Exhibitor or exclude the Exhibitor from the Exhibition, if the Exhibitor:
  - 8.1.1 commits a material or persistent breach(es) of any these Terms and, having received from the Organizer a notice giving full particulars of the breach(es) and requesting that the same be remedied, has failed to remedy such breach(es);
  - 8.1.2 becomes insolvent, enters into liquidation or bankruptcy, passes a resolution for its winding up, has a receiver or administrator appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt; or
  - 8.1.3 ceases, or threatens to cease, to carry on business; and
  - 8.1.4 in the course of preparation for the Exhibition or during the Exhibition, acts in violation of law, including but not limited to performing any act or committing any omission which is or is likely to be in violation of the intellectual property rights of third parties.
- 8.2 In the event that the Organizer exercises its right to terminate this agreement, the license by the Exhibitor over the Space will cease and the Exhibitor shall pay to the Organizer liquidated damages (and not as penalty) as follows:

Date of Termination	Liquidated Damages Amount
Between June 1 and July 14, 2013	50% of the Fee
From July 15, 2013	100% of the Fee

The Organizer shall be entitled to remove any person or thing or exclude the Exhibitor from the
- 8.3 Venue in the event that the Organizer considers such removal or exclusion to be in the interests of the Exhibition, the Venue or the other exhibitors or visitors at the Exhibition. In such event, the Fee shall be forfeited to the Organizer as liquidated damages (and not as penalty).

## 9 COMPLIANCE WITH LAWS AND REGULATIONS

- 9.1 The Exhibitor shall comply with all applicable laws, regulations and codes of practice relating to the Exhibition and the Exhibitor's attendance at the Exhibition, including without limitation, all local laws and fire and safety regulations, the rules and regulations set out in the Exhibition Manual and any additional rules imposed by the operator or owner of the Venue or the government.
- 9.2 All materials used for building, decorating and covering the Booth or forming part of the Booth must be inflammable. No explosives, detonating or fulminating compounds or other dangerous materials shall be brought into the Exhibition by or on behalf of the Exhibitor.

## 10 LAW AND JURISDICTION

- 10.1 These Terms shall be governed in all respects by the laws of Hong Kong and the courts of Hong Kong shall have exclusive jurisdiction to deliberate any disputes between the parties.

## 11 NOTICES

- 11.1 All notices and other communications served pursuant to with these Terms shall be sent by airmail, email or fax to the address as specified in the Booth Rental Agreement for each party or to such other address as either party may notify for such purpose.
- 11.2 Subject to Clause 4, notices shall be deemed served in accordance with the following; if sent by first class post to an address within Hong Kong, two working days after posting and if sent elsewhere, ten working days after posting; such as DHL and stipulate that proof by a tracking number to the relevant address is such service shall constitute proof of good and valid service on the date delivered. If sent by fax, on confirmation of transmission.