

## INDIARTIMES

## **Presents "Sculpture Exhibition, 2019"**

Venue - Radio Club Seafront, Colaba, Mumbai – 400005 Dates: 21<sup>st</sup> - 24<sup>th</sup> Feburary 2019.

## "Terms & Conditions"

## Contract for Exhibitor for India Art Times Sculpture Exhibition: 2019:

All the Exhibitor as well as Prospective Exhibitor for the India Art Times Sculpture Exhibition: 2019 must agree to observe and abide by the Terms & Conditions of participation in the India Art Times Sculpture Exhibition: 2019, as mentioned below:

- 1. An express approval from the Organisers (Organisers of India Art Times Sculpture Exhibition: 2019) is must for all the prospective exhibitor and on such approval, the selected exhibitor shall enter into a contract with the Organisers wherein the exhibitor agrees to participate and abide by the Terms & Conditions of participation in the India Art Times Sculpture Exhibition: 2019.
- 2. Applicants' applications, profiles and images will be reviewed by our internal selection panel. The decision of the selection panel will be final and binding. The Organisers reserve the right to remove any artwork or content which do not comply with laws. (Religious works or any other work that would hurt any religious/ social sentiments are prohibited)
- 3. The application will be considered valid only when full and final amount is received by the Organisers.
- 4. The exhibitor participation is confirmed after this terms and condition is agreed upon by the exhibitor and full and final amount is received by the Organisers.
- 5. Even when the booking is confirmed, the booking is liable to be cancelled if the artwork(s) has/have not reached the venue as per the scheduled time.
- 6. The exhibitors will get the possession of the space on the opening day of the event between 10 AM to 1 PM for set up/ display/installation of the exhibits and the same should be complete by 3 PM on the same day. The Sculpture/exhibits will be placed as per the overall aesthetics of the venue and the Organisers reserve the right for the placement of exhibits for the purpose.
- 7. No exhibitor may share, sublet or assign the space assigned to him/her either entirely or partially. Exhibitor will not be allowed to sell anything else other than artworks from this event.
- 8. The Exhibitor will also have to abide by the general rules of the venue authority.
- 9. The Organisers reserves the right to not return any documents or material submitted by the exhibitors for the event for any purpose.
- 10. The Organisers reserve the right to conduct a health and safety check once the exhibits have been installed. If any exhibit does not meet the health and safety requirements, the exhibitor concerned will be asked to remove the exhibit or take steps to ensure that they comply with the health and safety requirements.

- 11. The Organisers will provide security on 24-hour basis, from the start of the event till the dismantling of the exhibits on the last day of the event.
- 12. The exhibitors must begin to remove all the exhibits after 9 PM on the last day and finish the same by 11:45 PM on the same day.
- 13. The Organisers will provide only general security at the event venue and will not be responsible for each individual exhibits or stalls.
- 14. The exhibitor must cover all the costs and risks associated with the transport, display & removal of their exhibits and goods. Exhibitor must insure their exhibits & belongings against loss, damage, theft, fire or any other risks including natural calamity for the total duration of the event at their own cost. While the Organisers would employ adequate security and take all the precautionary measures, the Organisers cannot be held liable for any loss, theft or damage. The exhibitor must insure their exhibits in the manner they think fit.
- 15. There is very limited extra storage space available and accordingly the Organisers will try its best to provide storage facilities for packing cases, crates, boxes or other belongings of the exhibitors on "First come first serve basis".
- 16. The Exhibitor are not allowed to encroach on open space other than the allotted space. The Exhibitor shall display or distribute their own promotional material only from their stall. The Organisers reserve the right to forcibly remove such material if they feel it is encroaching on the general space.
- 17. The exhibitor will only exhibit in their allotted space. The Organisers reserve the right to remove works of those artists whose names are not mentioned in the application form.
- 18. Although the Organisers can suggest a good courier/transporter company but Organisers are not liable for any dealings between exhibitor and the courier/transporter company. Exhibitor are free to use any courier/transporter service.
- 19. The Exhibitors shall take utmost care not to damage floor or structure. The cost of damage, if any, specified by Organisers/Venue Authority will have to borne by the exhibitors and will have to be paid by the exhibitor
- 20. The Organisers will provide passage, open space, general lighting and spotlight for the exhibits but shall not be liable for any loss or damage due to failure or interruption of electrical services. The exhibitors will not be allowed to install any power sockets on their own for safety reasons.
- 21. The participation in the official (digital or manual) catalogue published by the Organisers is obligatory for the exhibitors. The Organisers reserve the right to edit/modify/re-size any information/ document/ text/ images supplied for the catalogue.
- 22. The Organisers does not take any responsibility regarding accommodation/ hospitality services. However, Organisers can provide contact numbers of budget hotels on request by exhibitor but Organisers will not be liable for any dealings between exhibitor and hospitality company.
- 23. The Organisers and those authorized by them have a right to enter any part of the event premises at any point of time to execute works, repairs and alteration and for other purposes.
- 24. The Organisers reserve the right to alter the floor layout, model of the event, location of the allocated space and shape of the booth, if circumstances demand.
- 25. Although utmost care will be taken to tackle any adversity but inspite of that if the event is abandoned, cancelled due to war, terrorist attacks, fire, natural calamity, national emergency etc. or any other cause not within the control of the Organisers, the Organisers will duly inform the exhibitors accordingly and in such circumstances will not be able to make any refund. The Organisers will have a right to relocate/change location or postpone the Fair if the circumstances demand.
- 26. The Organisers reserve the right to modify, change or issue new terms, condition & rules of participation, at any point of time to supplement these terms & conditions, mainly for the efficient and safe operation of the event.
- 27. The decision of the Organisers will be final and binding.
- 28. The exhibitors once booked for the event, can not cancel or reduce the booking space.
- 29. In case of an advance paid for tentative booking and if full amount not paid by the due date, Organisers reserve the right to allocate that space to others and the amount paid will not be refunded. Please note that there will be no refund in case of cancellation and the Organisers reserve the right to give that booth space to anyone of our choice.

- 30. Videography is prohibited in the event, other than by the Organisers. Exhibitor are not allowed to do video coverage of the fair or the Venue premises. However, photography of the fair is allowed but it should not cause any inconvenience to others. The Organisers have the right to use the photos/ videos of the vent for any promotional or commercial purposes in future.
- 31. Exhibitor will not use logo of the venue authority and misuse their brand name. However, the exhibitor can use the India Art Times logo (in their invites, catalogue and social and digital media or any other literature).
- 32. Payments for the space booking can be made by bank transfer, wire transfer or demand draft favoring Ghanshyam G. Art and Design (Studio). Account details will be provided through e-mail/Whatsapp.
- 33. In case of non-fulfillment of the contractual obligations by the Exhibitor, the Organisers reserve the right to retain the Exhibitor' property/exhibit till all dues are settled in full.
- 34. It is mandatory to sign and mail the terms/conditions' contract to the Organisers along with payment for space booking. If not done so, the space will not be allotted to the exhibitor even after confirmation and the amount will be forfeited.
- 35. Upon any breach or non-compliance of contract by the Exhibitor, the Organisers reserve the right to cancel the booth booking and amount will be forfeited.
- 36. We expect all the exhibitor to conduct with dignity and maintain the decorum at the venue. No nuisance will be tolerated in the event. Organisers and venue authorities will take joint action in case of any nuisance. The Organisers reserve the right to restrict the entry of anyone who is detrimental to the smooth functioning of the event, even if that person is known to the exhibitor. It is advisable that Exhibitor provide the list of their invitees beforehand to the Organisers. Organisers' decision will be final in this regard.
- 37. If any grievances, it will be addressed through mail. In case of any dispute, it will be settled under the jurisdiction of greater Mumbai.

I have read all the terms & conditions (mentioned in the contract from 1 to 37 points) of India Art Times Sculpture Exhibition: 2019 and I accept them to participate in the fair.

(Signature of the Exhibitor)

(Name / Address and contact no of exhibitor)

The India Art Times Sculpture Exhibition: 2019 is being managed by Ghanshyam G. Art and Design (Studio) and is being supported by Poonam Singh, Prop. Art House.

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