

1. THE OBJECTIVE OF SPARK ART FAIR VIENNA (SPARK)

The SPARK Art Fair Vienna is a trade fair whose objective is to disseminate and sell internationally recognised works of modern and contemporary art and in which internationally renowned galleries which reflect these standards and significance can participate.

SPARK aims to:

- a) provide a clear, representative and balanced overview of modern and contemporary art and of the effectiveness of international galleries active in this field
- b) maintain and cultivate contact with collectors and museums
- c) expand the circle of people interested in modern and contemporary art at home and abroad and, above all, get young people interested in modern and contemporary art through the outstanding quality of its exhibits

These goals of SPARK require therefore:

- a) international exhibits of the highest quality
- b) a clearly defined structure for the event
- c) a limit on the number of exhibitors

2. THE ORGANISER

The Organiser of the SPARK Art Fair Vienna is Spark Art GmbH, Landstraßer Hauptstraße 123/6, A-1030 Vienna, Austria – hereinafter referred to as SPARK or the Organiser.

3. REQUIREMENTS FOR PARTICIPATION

Participation in SPARK is limited to galleries which deal exclusively (or at least predominantly in their gallery programme) with modern and contemporary art. Their works (including their registered programme) and the form of their presentation, both in the galleries' own spaces and at fairs and exhibitions, must satisfy the requirements of outstanding quality.

GENERAL TERMS AND CONDITIONS

The opportunity to exhibit shall be limited to galleries whose operators can demonstrate the permanent exhibition and continuous dissemination of modern and contemporary art under the following conditions:

- a) The gallery must be a registered trade
- b) The operation of the gallery must be the chief activity
- c) The gallery presents at least four exhibitions per year. All exhibitions must be open to the public without restriction during regular opening hours

3.1. Each gallery can submit artists for a maximum of two sections.

3.2. Galleries:

- a) Must contribute to contemporary artistic discourse through the quality of their exhibitions, original exhibition ideas and other gallery events such as lectures, etc.
- b) Produce high-quality, well-designed catalogues and other publications to document their programmes
- c) Act as mediators, not just as sellers, on behalf of the artists they represent, in their dealings with museums, art associations and similar institutions

3.3. Only works that are examples of international modern and contemporary visual art will be admitted.

These shall include:

- a) Paintings, watercolours, gouaches and drawings
- b) Original prints; editions must not exceed 100 pieces
- c) Original sculptures and objects; in the case of sculptural works posthumous castings must be declared as such
- d) Works of experimental and avant-garde contemporary art as well as artistic photography and videos
- e) Digitally produced works of art
- f) Editions that appear in limited or numbered series (up to a maximum of 100 pieces)

3.4. The following are not permitted:

- a) counterfeit works
- b) substantially restored, damaged or reworked works
- c) prints originating from published book editions after 1950 (it is prohibited to show these in isolation)
- d) works from the mail-order art business
- e) editions that are not published in limited or numbered series
- f) works from the field of applied art (ceramics, glass, jewellery, design, etc.)
- g) ethnographic and folk art
- h) works created by the gallery or its living relatives

4. PARTICIPATION IN SPARK 2021

SPARK shall contact selected galleries that meet these quality requirements.

A contract between SPARK and the exhibitor shall be concluded if:

- SPARK has invited the gallery to participate in writing by sending a link to the online registration
- The exhibitor has submitted the necessary information about the solo presentation, as well as a fully completed registration form including a link to the biography of the proposed artist in good time exclusively via the online registration process. By submitting this, the exhibitor confirms that it accepts these General Terms and Conditions
- SPARK shall confirm the participation of the gallery including the name of the artist and the conditions agreed between the parties. An artist can only be presented once at the fair. In case two or more galleries are proposing the same artist, SPARK reserves the right to decide what gallery is going to present the artist. Confirmation of participation can only be given to invited galleries (applications from galleries not invited by SPARK will not be considered. No further explanation will be given)

5. VENUE, DURATION AND ORGANISATION

5.1. SPARK Art Fair Vienna 2021 will take place from Friday, 25 June to Sunday, 27 June 2021 at Marx Halle, Vienna – the opening will be on Thursday, 24 June 2021.

5.2. Opening times:

- Exhibitors: daily from 10 am to 8 pm
- Press conference on the opening day on 24 June 2021, from 10 am to 12 pm
- Preview for invited guests on the opening day on 24 June 2021, from 12 pm to 5 pm. Vernissage from 5 pm to 8 pm
- Public visitor days: 25 June to 27 June 2021 from 11 am to 7 pm

5.3. SPARK 2021 comprises the following categories:

- Established: for galleries founded before 2015
- Young: for galleries founded in 2015 or later
- Post-war: for galleries showing works from 1945
- Digital Media: for galleries showing art works created or generated through digital processes

5.4. SPARK 2021 will have three curated sections:

- 1) International - a selection of 10-12 individual presentations by European (non-Austrian) galleries – galleries from the Young and Established categories can participate in this section.
- 2) Digital Media, a selection of 12 individual gallery presentations (international and Austrian) – galleries from the Young and Established categories can participate in this section.
- 3) Post-War, a selection of 16 individual or group presentations (international and Austrian).

The selection for all three sections is made by an independent curator.

6. PARTICIPATION FEES

The participation fee covers the rental of the exhibition space for the entire duration of the event, including the prescribed set-up and dismantling periods, the use of technical and service facilities offered on the exhibition premises, general security on the exhibition site, cleaning of the generally accessible hall areas, advice on organisation, general advertising and public relations work for the participation, as well as the following services:

- up to three standard stand partition walls
- general hall lighting
- stand signage
- one page per individual presentation in the online catalogue SPARK Art Fair Vienna 2021
- three exhibitor passes
- one artist ticket valid for one person
- 30 VIP invitation cards
- 10 day tickets for the public visitor days
- free Wi-Fi

The terms and conditions for additional services such as additional walls, additional lighting, electrical connections, rental furniture, etc. can be found in the technical guidelines provided to the participating gallery together with the login for the service online tool.

All prices indicated are net prices. The statutory value-added tax and any levies and fees shall be invoiced additionally. All invoices from the Organiser shall be due for payment immediately upon receipt; in the event of late payment, interest on arrears of 9% will be charged.

After confirmation of participation in the SPARK Art Fair Vienna, the exhibitor will receive an invoice for the participation fee.

The exhibitor may only offset or assert a right of retention with counterclaims other than its contractual claims insofar as these claims are undisputed or have been legally established.

If an invoice is sent to a third party at the request of the exhibitor, this shall not constitute a waiver of the assertion of the claim against the exhibitor. The latter shall remain obliged to pay until the claim has been settled in full.

7. RIGHTS AND OBLIGATIONS OF THE ORGANISER

7.1. Allocation of stand space

The Organiser shall allocate the stand areas. The allocation of stand space is primarily governed by Section 5.4. Exhibitors shall have no entitlement to the allocation of a stand space of a specific size, in a specific hall or in a specific area within a hall. The exhibitor cannot object to deviations from the desired stand type or location.

The Organiser shall ensure an orderly and clear layout of the SPARK Art Fair Vienna. The Organiser may veto individual stand designs. Transfer of the allocated stand areas or parts thereof to third parties against payment or free of charge is not permitted. The exhibitor shall be notified immediately if, for reasons beyond the Organiser's control, the stand area is not available.

In individual cases and if there is good reason to do so, the Organiser shall be entitled to assign an exhibitor a stand area other than the one already allocated, to change the dimensions of the stand area, to relocate or close entrances and exits, without the exhibitor being able to derive any rights from this. If the size of the stand area is reduced, the difference in the participation fee will be refunded to the exhibitor.

7.2. Right to control access

The Organiser has the right to determine who is allowed or denied access to the entire event site. The Organiser is entitled to have exhibits removed from a stand if their content and/or presentation violates applicable laws or is morally offensive or does not correspond to the registered event programme. Advertising of an ideological or political nature is prohibited.

In the event of serious violations of these conditions of participation, the Organiser has the right to close the stand or remove the exhibits.

7.3. Online catalogue

An online catalogue will be published for the event. The exhibitor's entry in this catalogue is obligatory and is covered by the participation fee. In the interest of an appealing and aesthetically pleasing catalogue design that meets art historical standards, the exhibitor shall accept the Organiser's judgement regarding the texts and illustrations submitted for the catalogue, including the overall concept for the entry.

The exhibitor is responsible for providing the catalogue entry via an online tool. By submitting and approving the entry, the exhibitor consents to the content and images contained in the catalogue being passed on to third parties and that this information may be used by SPARK for press purposes and advertising.

7.4. Security

The Organiser shall commission security companies with uniformed security guards and control staff in plain clothes with general surveillance of the exhibition halls as well as surveillance of the outdoor area and control of the entrances.

Every visitor and exhibitor present in the exhibition halls must be in possession of a valid admission ticket or exhibitor's pass and must present these when requested by the security staff. This general surveillance shall not extend to the guarding and securing of individual stands or parts of stands nor of the exhibits, stand equipment or property of stand personnel. Stand security personnel may be hired only from the security companies commissioned by the Organiser.

7.5. Cleaning

The Organiser shall be responsible for cleaning the exhibition site, the halls and the aisles. The exhibitor shall be responsible for cleaning its own stand area and stand. Cleaning must be completed in good time before the admission of visitors and the press on the event days. If the exhibitor does not wish to have the cleaning carried out by its own staff, cleaning services may only be booked from companies approved by the exhibition management.

7.6. Storage

A communal guarded storage area for reserve exhibits shall be provided by the organiser. Access to this storage area shall only be permitted to persons wearing a valid exhibitor pass. The exhibitor shall be responsible for the stored items.

8. RIGHTS AND OBLIGATIONS OF THE EXHIBITOR

8.1. Set-up, dismantling and event time

Set-up can begin at 8 am on Wednesday, 23 June 2021. Exhibits must be at the stand or in the communal storage area by 10 am on Thursday, 24 June 2021.

Set-up must be completed no later than by 10 am on Thursday, 24 June (start of the press tour). The aisles must be completely cleared by this time.

Dismantling of the exhibition stand and exhibits may not begin before the end of the event at 7 pm on Sunday, 27 June 2021. Dismantling may take place on this day from 7 pm until midnight. Dismantling may resume at 8 am on Monday, 28 June 2021 and must be completed by 12 pm on that day.

Event times:

- Press conference on the opening day on 24 June 2021, from 10 am to 12 pm.
- Preview for invited guests on the opening day on 24 June 2021, from 12 pm to 5 pm.
- Vernissage on 24 June 2021 from 5 pm to 8 pm.
- Public Visitor Days 25 June to 27 June 2021 from 11 am to 7 pm

The exhibitor is obliged to participate in the fair during the event days with the approved concept/artist.

8.2. Cleaning

see Section 7.5.

8.3. Security

see Section 7.4.

8.4. Insurance

Exhibitors are strongly advised to secure all exhibits appropriately and to take out adequate exhibition insurance for the period of the set-up, the event days and the dismantling. The Organiser shall not provide any insurance cover in respect of this.

8.5. Covid-19 plan

The exhibitor, its employees and the companies commissioned by the exhibitor are obliged to strictly adhere to any Covid-19 plan.

8.6. Fire, police and safety regulations, legal regulations and house rules of MARX HALLE

The Organiser is obliged to comply with all legal regulations of the event venue, in particular fire, police and safety regulations. Moreover, the exhibitor undertakes to observe the house rules of MARX HALLE (<https://marxhalle.at/wp-content/uploads/2019/10/HAUSORDNUNG-MARX-HALLE.pdf>).

8.7. Exhibitor passes

Each exhibitor shall receive three exhibitor passes per stand area free of charge, which shall be valid for the period from the first set-up day to the last dismantling day. If additional exhibitor passes are required, these must be requested in advance from the Organiser.

The exhibition management shall enter the gallery name as well as a photo and the name of the user on the pass. The passes shall also be valid for the set-up and dismantling periods and shall be handed to the exhibitor upon arrival at the exhibitors' office. They are intended exclusively for exhibitors and their employees and are not transferable.

Exhibitor passes are not valid for carriers or other workers; these will receive separate passes upon request.

Misuse of exhibitor passes may result in immediate exclusion from the Art Fair. Regular checks will be carried out for security purposes.

8.8. Stand design

In order to ensure an impressive and homogeneous appearance for the SPARK Art Fair Vienna, the following guidelines shall be binding for the construction and design of the stands:

- Use of the white exhibition walls and uniform floor covering provided
- The stand signage will be installed by the Organiser in a uniform design
- The technical guidelines are part of the contract
- The relevant legal and administrative rules shall be binding for the exhibitor
- The exhibitor is not entitled to make any modifications to the exhibition walls provided; this applies in particular to colour changes, holes, non-removable stickers of any kind, spraying, painting, any action art and also to the attachment of exhibits to the walls. In the event of violations, the damaged exhibition walls will be invoiced at the original price

GENERAL TERMS AND CONDITIONS

- The halls are sufficiently illuminated. Additional lighting is possible and can be ordered via the order form in the service online tool
- Mains electrical connections may only be installed by companies authorised by the Organiser to carry out such work. The exhibitor may have installation work within its stand carried out by other companies. At the request of the Organiser, these companies must be named. The exhibitor shall be liable for all damage caused by a defective electrical installation

8.9. Transportation

There is a general ban on driving and parking motor vehicles in the whole of MARX HALLE. Motor vehicles may drive into MARX HALLE at walking speed only for transporting items during assembly and dismantling activities. Only electric machines with white tyres may be used. Special transports must be approved in advance in writing by the Organiser.

Subsequent deliveries of large-format exhibits must take place outside opening hours.

8.10. Event programme

During the entire exhibition period the exhibitor is obliged to present the complete programme it submitted.

8.11. Film and photography

The exhibitor shall grant the Organiser the transferable right to use the event, the stand and the stand area and the exhibits for advertising, publications of any kind by means of pictures, video recordings and other technical means in any form. The exhibitor waives all claims under any title whatsoever. The exhibitor is permitted to take and publish pictures and video recordings in any form outside its stand only with the express written consent of the Organiser.

9. LIABILITY, COVID-19 IMPACTS AND CHANGES TO THE EXHIBITION HOURS

9.1. Covid-19 impacts

In the event that SPARK 2021 has to be postponed to another date in 2021 (no later than 1 September 2021) because of the Covid-19 situation in June 2021, the contractual rights and obligations between the parties shall remain in force.

In the event that SPARK 2021 ultimately has to be cancelled in 2021 because of the Covid-19 situation, the following arrangement shall apply:

- Payments already received will be retained by SPARK as credit for the next SPARK event
- SPARK will refund payments already made if the gallery has not been invited to the next SPARK event (scheduled for March 2022) by no later than 31 December 2021, or if the gallery requests repayment within three months of cancellation

9.2. Changes to the exhibition times

Independently of and in supplementation of Section 9.1., the Organiser has the right to postpone, shorten, extend or cancel the event, as well as to close the event temporarily or permanently, if unforeseen events such as force majeure, natural disasters, wars, riots, strikes, failure or obstruction of transport and communication links make such a measure necessary.

In the event of a postponement, shortening, extension or termination, the exhibitor shall not be entitled to compensation. The exhibitor has the right to withdraw from the contract if for an important reason it is no longer interested in participating, thereby relinquishes the reservation for the stand space allocated to it. The withdrawal must be declared in writing immediately after becoming aware of such important reason. If the exhibitor withdraws from the event, the Organiser shall not be liable for any damage and/or other losses incurred by the exhibitor. The exhibitor shall be obliged to pay a reasonable share of the costs incurred in preparing the event, amounting to 20% of the participation fee plus any statutory VAT.

9.3. Liability of the Organiser

The Organiser accepts no liability for accidents, damage, theft, contamination etc. at or in the usage object. Its liability shall in any event be limited to intent and gross negligence. The exhibitor is obliged to assert any claims within a period of six months; the claims shall otherwise become statute-barred.

These limitations of liability shall also apply to the organs, employees, legal representatives, assistants, vicarious agents or any third parties commissioned or used by the Organiser.

9.4. Liability of the exhibitor

After receipt of the confirmation of participation, the exhibitor is obliged to participate in the fair. In the event of a breach of this contractual obligation, the exhibitor is obliged to pay a cancellation fee in the amount of the participation fee; this fee shall not be subject to judicial mitigation.

9.5. Termination of the contract

The Organiser may terminate the contract with immediate effect for good cause. Good cause shall include in particular any change to the registered programme without the written consent of the Organiser, a significant deterioration in the financial circumstances of the exhibitor, a severely detrimental use of the usage object, breach of the access rules (Section 7.2.), misuse of exhibitor passes (Section 8.7.), breaches of the obligation to participate (Section 8.10.) if the participation fee is not paid on time. In this case, the exhibitor shall owe the Organiser a cancellation fee in the amount of the participation fee; this cancellation fee shall not be subject to judicial mitigation.

10. GENERAL PROVISIONS

10.1. Written form requirement

Amendments, supplements and additions must be made in written form. This also applies to any waiver of the written form requirement.

10.2. Choice of law

This contract shall be subject to Austrian law with the exception of the regulations on international private law and the UN Convention on Contracts for the International Sale of Goods.

10.3. Place of jurisdiction

For any disputes arising from or in connection with the SPARK Art Fair Vienna, the exclusive jurisdiction of the competent court in 1030 Vienna is agreed.

10.4. Severability clauses

Should any provision of the contract be invalid, this shall not affect the validity of the remaining provisions. The parties undertake to replace the invalid provision with a provision that comes as close as possible to the economic purpose of this provision.

11. DATA PROTECTION STATEMENT

The exhibitor declares its express consent that the data disclosed in the registration form as well as in the solo presentation may be used by the Organiser for the purpose of promoting the event and may be transmitted to third parties / partner companies.

The exhibitor consents to receiving the Organiser's newsletter. The subscription to the newsletter can be cancelled at any time by sending an e-mail to: *info@spark-artfair.com*. Following cancellation, the data relating to the newsletter dispatch will be deleted immediately. The cancellation shall not affect the lawfulness of the processing carried out on the basis of the consent up until the cancellation.