

ART MARKET BUDAPEST 2023
INTERNATIONAL CONTEMPORARY ART FAIR

OCTOBER 19-22, 2023
BUDAPEST, HUNGARY

**INFORMATION AND RULES OF APPLICATION
FOR PARTICIPATION AT THE FAIR**

Art Market Budapest (hereinafter referred to as the Fair) and its supplementary programs aim to concentrate on the art of the 21st century, and are intended to pay particular attention to fresh authors and new tendencies that inspire the global art world. While actively promoting internationally less exposed geographical sources of high quality artistic content, the Fair welcomes artworks and exhibitors regardless of their countries of origin, so long as they meet the high standards and innovative or trendsetting character set forth by Art Market Budapest.

The Fair is built on a comprehensive art program, and its central element is the high quality exhibition content presented by our selected exhibitors. We count on your expertise and dedicated co-operation, in order to make Art Market Budapest a sophisticated and attractive showcase of contemporary art.

We thank you for your attention, interest and participation.

FINAL DEADLINE FOR APPLICATIONS: MAY 31, 2023.

RULES AND PRE-CONDITIONS OF PARTICIPATION AT THE FAIR

Exhibitors of the Fair are expected to carry out activities connected to the professional presentation, representation and popularization of contemporary art.

As a contemporary art fair, Art Market Budapest intends to present artworks predominantly from the 21st century and the late 20th century, and to a lesser extent, artworks originating from the earlier period of the second half of the 20th century. The exhibition of particularly significant artworks dated earlier may be allowed, in the case that the Applicant is suitable for participation, and these early works do not represent more than 40% of the artworks the Applicant intends to exhibit.

The Fair is divided into various SECTIONS. Exhibitors are free to apply to any of these sections, in accordance with the below detailed pre-conditions and the type of art they intend to present. Exhibitors may participate in more than one section: in addition to the ART GALLERIES, ART PHOTO BUDAPEST and ART PROJECTS sections, they may also apply to participate in ART EXTRA section.

ART GALLERIES section

In an integrated exhibition area of individual exhibition booths this section presents commercial galleries without any restrictions in the form or technique of the exhibited works. Applicants who intend to exhibit in the ART GALLERIES section are expected to meet the following criteria:

- to maintain a permanent exhibition space that is open to the public with regular opening hours;
- to have a concept and carry out a continuous program of temporary art exhibitions;
- to deal in artworks as a commercial activity;
- to professionally manage and represent their contracted artists;
- to operate an officially registered enterprise implementing an art dealership in accordance with the relevant legal regulations.

ART PHOTO BUDAPEST – the photography section

In an integrated exhibition area of individual exhibition booths this section presents exclusively art photography, photo-based artworks, and video art. Applicants who intend to exhibit in the ART PHOTO BUDAPEST section are expected to be:

- *either* commercial galleries specialized in art photography,
- *or* regular galleries as defined above (see ART GALLERIES), who intend to exhibit art photography, photo-based artworks, or video art,
- *or* not-for-profit galleries or for-profit galleries not covered by the above ART GALLERIES definition, or independent art organizations open to the public that regularly or continuously carry out some form of dealership or presentation of art photography and are capable of presenting photographic artworks on a level of quality fit for proper exhibition.

ART PROJECTS section

In an integrated exhibition area of individual exhibition booths this section presents applicants who meet the following criteria:

- not-for-profit galleries or for-profit galleries not covered by the above ART GALLERIES definition, or independent art organizations open to the public that regularly or continuously carry out some form of art dealership or presentation of artistic production, and are capable of presenting artworks on a level of quality fit for proper exhibition;
- civil (NGO) organizations, institutions or enterprises registered as a private or legal entity and created by an individual or collective for the above purpose.

ART EXTRA – presentation booths

In an integrated exhibition area the Fair provides so called *presentation booths* for miscellaneous institutions and enterprises with activities connected to art (e.g., magazines, art periodicals, publishers, professional associations and institutions, museums, collections, other enterprises and services, etc.), and fit for participation at the Fair.

It is not allowed to sell artworks at presentation booths!

GENERAL INFORMATION FOR EXHIBITORS

Section	Standard booth equipment*	Booth size (sq. m.)**	Rental fee*** (net + VAT)
ART GALLERIES	3 internal walls, painted white, 2.80 m high	30 – 100	EUR 85 / m²
ART PHOTO BUDAPEST	3 spotlights (for booths over 30 sq.m. 1 additional spotlight per every extra 20 sq.m.)	20 – 80	EUR 85 / m²
ART PROJECTS	1 booth signage 1 electric supply socket (for booths over 60 sq.m. 1 additional socket)	20 – 80	EUR 85 / m²
ART EXTRA	1 table and 1 stool 1 spotlight 1 booth signage 1 electric socket	5	EUR 570 / booth

Discounted rental fees	
EARLY BIRD for applications received until March 31, 2023 (ART GALLERIES, ART PHOTO BUDAPEST, ART PROJECTS)	EUR 75 / sq.m.
ART PHOTO BUDAPEST section for those also exhibiting in the ART GALLERIES section at a full rental fee	EUR 60 / sq.m.

* In addition to the above listed standard equipment, Exhibitors may order further booth elements. Detailed information on these additionally available items will be forwarded to Exhibitors upon acceptance of their application.

External wall surfaces of the booths are not included in the standard equipment! In case a booth has an external wall, the Exhibitor may rent it as an additional booth element.

** The floor space of each exhibition booth includes the width of the wall built on and belonging to the booth.

Actual booth size may slightly differ from the designed floor plan due to constructional modalities of the exhibition halls. However, maximum difference between the floor plan and the actual booth size is 5%.

*** The above prices do not include VAT. According to relevant regulations, in case the legal entity representing the Exhibitor is not based in Hungary, and has a valid EU tax number, the amount of VAT is 0%. If the Exhibitor fails to provide a valid EU tax number, the invoice will contain a VAT of 27% added to the net participation fee.

FURTHER INFORMATION FOR EXHIBITORS

SPECIAL SERVICES PROVIDED FOR THE EXHIBITORS:

- Two full pages in the Fair's official catalogue
- Exhibitor package:
 - o 1 free copy of the Fair catalogue (further copies are available at a discounted price)
 - o 5 exhibitor passes with the following benefits: access to the exhibition area during opening hours and 1 hour before the official daily opening time, access to the exhibitors' storage area, access to the VIP LOUNGE and its services, free participation at all events organized by Art Market Budapest 2023, including VIP events
 - o invitation of 5 VIP guests and collectors who will be given full access of all VIP programs and VIP services provided by the Fair
- Special offers by the Fair's partners (including hotels and restaurants)

PAYMENT SCHEDULE, INVOICING:

- PARTICIPATION FEE / FIRST INSTALLMENT
Applicants will be informed about the acceptance of their application following the evaluation of all applications. Along with that information, the first installment of the participation fee – 50% of the total participation fee - will be invoiced to all accepted applicants. Payment of the invoice is due within 8 days after date of issue. *The application of those failing to pay the first installment by due date may be cancelled. In case of cancellation by the Exhibitor, participation fees of already accepted applicants are non-refundable.*
- PARTICIPATION FEE / SECOND INSTALLMENT
The second (remaining) installment of the participation fee will be invoiced once the final information with the floor plan and the allocation of booths is provided to the Exhibitor. Payment of the invoice is due within 8 after date of issue.

*Instead of payment in two installments, Exhibitors may settle their participation fee **in one amount**, in which case the Fair will issue a single invoice upon acceptance of the application. Please indicate in your application in advance if you prefer to receive a single invoice.*

PLEASE NOTE that

- all applicants will be informed in writing by the Fair of the acceptance or rejection of their application after the applications have been assessed;
- in case of cancellation by the Exhibitor, participation fees of already accepted applicants are non-refundable;
- the Fair will make the layout of the exhibition stands at its own discretion, taking into account only the comments of the Professional Board;
- the participation fee covers the standard equipment of the exhibition booth; a detailed offer on further technical services and additional booth elements will be forwarded to the Exhibitors in due course.

FURTHER COMMUNICATION WITH OUR EXHIBITORS:

- Exhibitors will be contacted for information and materials to be provided for the Fair catalogue after their applications are accepted.

- An offer with details and costs of additional booth elements (walls, doors, furniture, lighting, etc.) available as supplementary to the standard booth equipment will be forwarded to the Exhibitors in due course. Prices of external wall surfaces (if and where available) will also be included.
- Information on the allocation of booths within the exhibition area, the specific location of the Exhibitor's booth will be sent to the Exhibitors once all applications are duly processed.
- The rules and conditions of moving in and out of the exhibition area will be sent to the Exhibitors shortly before the opening of the Fair.

If you need further information on applications, please contact the Fair's Exhibitors Relations Manager, Ms. Jázmin Aglája Kósa (jazmin@artmarketbudapest.hu, +36.1.2390007).

CONTENTS OF THE APPLICATION:

ART GALLERIES, ART PHOTO BUDAPEST, ART PROJECTS section:

1. **introduction of the Exhibitor, its history, aims and achievements in not more than 3,000 characters in English (galleries shall include a list of their previous history of international art fairs with years of participation);**
2. **list of completed exhibitions and/or programs in the last 2 years, with dates indicated, in English;**
3. **list of represented artists;**
4. **accurate list and introduction of artists intended to be exhibited at the Fair;**
5. **reproductions of the works of artists intended to be exhibited at the Fair;**

ART EXTRA section (presentation booths):

list and introduction of the materials and activities intended to be exhibited and carried out at the Fair.

Information and reproductions listed under 2., 3., 4., 5., 6. and 7. are expected to be attached to the Application.

You can indicate your intention to participate by sending the completed *Application Form*, but your application will be registered only after receipt of the requested documentation.

By sending the completed *Application Form*, the exhibitor accepts the conditions of entry set out in this document and the conditions of participation detailed on the following pages.

ART MARKET BUDAPEST 2023
INTERNATIONAL CONTEMPORARY ART FAIR

CONDITIONS OF PARTICIPATION

(Only those Exhibitors may participate at the Fair who accept the following Conditions for participation and acknowledge them by signing the Application / Order Form.)

DEFINITIONS: hereinafter the Applicant is referred to as 'Exhibitor'; the Art Market Budapest 2023 contemporary art fair as 'Fair'. 'Organizer' refers to the fair management of Art Market Budapest. 'Venue' refers to the location of the Fair and the company providing the venue for the 'Fair'.

AGREEMENT: The Application or Order Form (hereinafter referred to as 'Application') constitutes a formal, binding agreement between Exhibitor and Organizer once duly signed by Exhibitor. Organizer reserves the right to accept or refuse any Application. Organizer reserves the right to modify the terms of the agreement if the successful execution of the Fair makes it necessary. Organizer shall inform Exhibitor about these modifications, and Exhibitor has the right to submit his objection within 5 days after the information about these modifications is sent to him. If no objection is received by Organizer within 5 days, the modifications are considered approved by Exhibitor.

USE OF EXHIBITION SPACE: Organizer reserves the right to limit or expel any Exhibitor or ban any service or activity that does not fit, or is not appropriate to, the character of the Fair. This may apply to persons, objects, printed materials, products, behavior, noise level, etc. Exhibitor acknowledges that only those artworks are allowed to be exhibited that were approved by Organizer. Any artwork expelled for any reason by Organizer from the Fair is not allowed to be displayed at the Fair, to be brought in any connection with the Fair, or to be offered for sale at the Fair. Prior to the opening of the Fair, Organizer will investigate the material exhibited by the Exhibitor, and if it differs from the material detailed by Exhibitor in the Application and approved by Organizer, Organizer has the right to expel the differing artworks from the Fair.

The distribution of any material (catalogues, brochures, stickers, etc.) by Exhibitor is limited to Exhibitor's own booth. Exhibitor participating as 'Gallery' (ART GALLERIES and ART PHOTO BUDAPEST) is forbidden to place any direct advertisement or PR material of a party other than the Exhibitor at his booth. Exhibitor's exhibit or products may not extend beyond the limits of Exhibitor's booth (or the exhibition area designated to the Exhibitor); exhibited artworks or objects may not extend to the aisles. Exhibitor shall not arrange his booth so as to obscure, disturb or limit any other exhibitor. Furniture or arrangement of Exhibitor's booth shall not block any aisle or neighboring booth. Exhibitor shall not mark or use any territory without Organizer's written approval. Exhibitor cannot sublet or share the booth without Organizer's written approval.

Exhibitor agrees to keep his booth open and properly staffed during the opening hours of the Fair (including the Preview and the Opening). Exhibitor's failure to comply with the regulations and rules of this agreement may result in the alteration or removal of Exhibitor's booth at Exhibitor's expense, or may bring other sanctions or legal charges.

Exhibitor may have additional walls, doors and other booth elements built or additional lighting or equipment installed at their booth. These additional equipment and services may be ordered from and invoiced by Organizer on the basis of a separate order form. Exhibitor will receive a detailed offer from Organizer regarding these additional equipment and services.

SPECIAL WALL ARRANGEMENTS, CUSTOMIZED BOOTHS: The Fair has a uniform look. Any alteration to the structure of the originally ordered booth (or rented exhibition space) shall be approved by Organizer in writing. Any charges or expenses related to such alterations shall be paid by Exhibitor. Requests for additional walls or specialized wall arrangement shall be submitted to Organizer by the deadline indicated on the "order form for additional booth equipment" to be sent to Exhibitor at a later date. The booth may only be altered upon written approval by Organizer; the plan of alteration or customized booth shall be submitted to Organizer for approval. In order to maintain the uniform look of the Fair and to guarantee an aesthetic arrangement and relevant content, on the booths, the furniture must reflect the nature and the overall uniform look of the Fair.

CHANGE OF LOCATION: Organizer has the right to change the location of Exhibitor's booth (or exhibition space) if it is in the best interest of the Fair. In case any such change becomes necessary, Organizer will inform Exhibitor. Organizer will make all reasonable efforts to avoid such changes, but if such changes become necessary, Organizer will do his best to provide a booth (or exhibition space) which is of the same style and size as originally ordered by Exhibitor. If reduction of the booth size or exhibition space is necessary, Exhibitor will be reimbursed on a pro-rata basis.

CANCELLATION / REDUCTION OF EXHIBITION SPACE BY EXHIBITOR: In the case that Exhibitor cancels his order, withdraws from participating at the Fair, or intends to reduce the size of the exhibition space, Exhibitor acknowledges the following. Cancellation, withdrawal or request for the reduction of exhibition space shall be submitted to Organizer via registered mail. If any time after the submission of the Application, Exhibitor withdraws his order and cancels his participation at the Fair, the cancellation fee is 100% of the rental fee. If Exhibitor intends to reduce the size of the originally ordered booth or exhibition space, already due parts of the rental fee are non-refundable. A pro-rata reduction of the remaining part of the rental fee is made possible by Organizer. After September 1, 2023, no request for size reduction can be considered.

CANCELLATION OF THE FAIR / DAMAGES: Under no circumstances will Organizer be liable to Exhibitor for the cancellation of the Fair, if non-delivery is due to any of the following reasons: fire, natural disaster, terrorism, war, uprising or strike. Insuring his own objects (including artworks) is Exhibitor's sole responsibility. This applies to the event of necessary cancellation, postponing, re-scheduling or relocating of the Fair. Exhibitor shall remain liable to and shall pay the full amount of the rental fee, if the cancellation, postponing, rescheduling or relocating of the Fair is due to any reason or cause beyond the control of Organizer. Under no circumstances will Organizer be liable for any loss of profits, loss of business, indirect or consequential damages of any kind resulting from any breach or cancellation of this agreement.

PROTECTION OF VENUE: It is forbidden to post, hang, staple, nail, screw, or otherwise attach anything to columns, walls, floor or other parts of the Fair building outside the rented exhibition space without Organizer's written approval. Damaging, caustic or staining fluids, or any other activity are strictly forbidden if they damage the floor or its covering. Exhibitor shall not paint or apply any other non-removable covering to any of the walls, floors, ceilings or other areas of the Fair building or its furnishings. Violation of the above implies compensation. Exhibitor takes full financial responsibility and will be charged accordingly for the cost of reparations of any damage caused by Exhibitor.

LIABILITY: Organizer shall not take any responsibility for any artwork, equipment, tools, property or material exhibited, held by, belonging to, or in the ownership of Exhibitor. All items are brought to the Fair and displayed at Exhibitor's own risk. It is Exhibitor's sole responsibility to participate and exhibit at the Fair, and to take care of insuring and safeguarding any item brought to the Fair by Exhibitor.

Cases not mentioned in this Agreement are under the authority of Hungarian Civil Law and its relevant regulations.