

## **PINTA EDITIONS**

### **APPLICATION DEADLINE – JUNE 30, 2018**

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DEAR EXHIBITOR:

Thank you for choosing to apply for the 2018 edition of PINTA Miami. For this edition of PINTA Miami, galleries can submit their proposals to different sections, each directed by a specific curator. This is the application for the PINTA Editions section

**[PG] PINTA Galleries**

**PINTA EDITIONS**

We look forward to reviewing your proposal.

The **PINTA Miami** 2018 Team

Questions can be directed to: [info@pintamiami.com](mailto:info@pintamiami.com)

For more information, please visit our web site: [www.pintamiami.com](http://www.pintamiami.com)

#### **KEY DATES**

Exhibitor Applications CLOSE: June 30th, 2018

List of Exhibitors ANNOUNCED: November 2018

#### **SHOW DATES**

Tuesday, **DECEMBER 4TH**, to Sunday, **DECEMBER 9TH, 2018**

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#### APPLICATION CHECKLIST

**DEADLINE PINTA** Miami must be in receipt of this application by June 30th, 2018. The number of participating galleries is limited, so please note that applications received after the deadline may be automatically waitlisted or not considered.

**APPLICATION DOCUMENTATION** The following items are required for all applicants to PINTA Miami 2018. Applications will not be considered unless ALL required materials are submitted in the order below:

- Completed + signed application form (2 pages)
- Short description of your booth proposal in English (no more than 1 page)
- List of artists currently represented
- Gallery profile and exhibition history for 2017 - 2018
- List of all art fair participation for 2017 - 2018
- Visual documentation:
  - Maximum of ten (10) digital images including no more than four each for proposed artist(s), recent installations, and special exhibitions.
  - Video/Digital Art: Link to an extract or complete work.
  - Video/Digital Art: Link(s) to other works by the same artist.

Please be sure label all attached documentation with proper captions (artist, title, year) and the gallery's name.

**E-MAIL DIGITAL IMAGES ONLY (e.g. JPG, BMP, PNG, PDF, etc.) – Do not send CD-ROMS, catalogues, or other reference materials.**

**SUBMISSION.** Please submit all application materials electronically via e-mail to: [info@pintamiami.com](mailto:info@pintamiami.com)

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**SPECIFICATIONS FOR DIGITAL IMAGES – IMAGES NOT PROPERLY FORMATTED WILL NOT BE ACCEPTED**

Low-resolution images are necessary due to the large volume of images received from applicants. Images will be incorporated into digital presentation and projected to the Selection Committee. The Selection Committee acknowledges that low-resolution images do not always reproduce artworks to their maximum advantage and the quality of projected images is not a factor in their deliberations.

|            |  |
|------------|--|
| Resolution | 50 pixels/inch<br>(59 pixels/cm)   |
| Image Size | 7.5 x 10 inches, max<br>(19 x 25 cm, max)  |
| File Names | Be sure to rename all individual files to include the gallery and artist name. Please also affix the appropriate file extension to the file name. For example, the correct format for MAP Gallery with artist John Smith is: <b>MAP.jsmith01.jpg, MAP.jsmith02.jpg, etc.</b> |

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**REQUIRED INFORMATION** (Please print or type)

GALLERY

NAME.....

ADDRESS.....

CITY + STATE or

PROVINCE.....

COUNTRY ..... | POSTAL CODE .....

TELEPHONE ..... | FAX .....

PRIMARY CONTACT .....

E-MAIL .....

GALLERY OWNER .....

E-MAIL .....

WEB SITE .....

YEAR FOUNDED .....

LIST ARTIST(S) TO BE EXHIBITED.....

.....

**BOOTH REQUEST**

Please select your desired booth size

- PINTA EDITIONS Size 1 ..... (200 sq. ft. /~ 18 m2) US\$6,000 + Tax
- PINTA EDITIONS Size 2 ..... (300 sq.ft / 27 m2) US\$9,000 + Tax

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**INCLUDED IN BOOTH RENTAL PRICE** Standard flooring; Full color, one-page entry in the exhibition catalogue; Promotion on the PINTA Miami web site with gallery information; Exhibitor cards and invitations to exclusive events; Marketing and public relations undertaken by PINTA Miami.

**NOT INCLUDED** Tables; chairs; projectors, Monitors, and other display equipment; DVD players or other media players; Speakers, headphones, and other sound equipment; lights and custom walls; custom flooring; custom carpeting; additional signage; miscellaneous electrical services; shelving; pedestals; assigned lights Booth signage and labor furnished for exhibitor-supplied materials are available at additional charge.

**PLACEMENT REQUEST** Special requests concerning location will be considered whenever possible, but cannot be made a condition of participation or relieve any applicant from any payment obligation under its agreements with PINTA Miami.

**ACCEPTANCE** Please note that this application will become a binding contract upon the issuance of written notice of acceptance from PINTA Miami. By signing and submitting this application to PINTA Miami, the applicant agrees to be bound by the terms and conditions of participation described herein.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

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#### **PAYMENT OPTIONS & CREDIT CARD GUARANTEE**

Gallery Name .....

Please indicate how you will pay amounts due to PINTA Miami 2018.

BOOTH FEE: Check Wire Transfer Credit Card

**CREDIT CARD AUTHORIZATION AND GUARANTEE is required regardless of payment option.**

Failure to make payments by deadlines will result in automatic charges to your credit card.

Mastercard |  Visa |  American Express

Cardholder's Name.....

Account Number.....

Expiration Date ..... | Security Code .....

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

#### **PAYMENT TERMS**

After acceptance by the Selection Committee, exhibitors will be invoiced for the total booth rental amount, which is to be paid in three installments: 40% is due upon signing the application and represents a non-refundable deposit; 30% is due on or before July 5th, 2018; and the 30% balance is due on or before September 5th, 2018. There are strict rules about withdrawal of applications. These rules affect the ability to obtain a refund, so please read the below very carefully. The Exhibitor agrees that in the event that the total amount has not been received by PINTA ART LLC by October 7th, 2018, PINTA ART LLC shall have the right to treat Exhibitor's failure to pay as a material breach of the contract, retain any payments previously made to PINTA ART LLC, and recover from Exhibitor the total booth rental amount, plus any collection costs incurred by PINTA ART LLC (including attorneys'

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fees) in enforcing its rights to collect such payment and costs. PINTA ART LLC shall have the right to impose a late charge of up to 10% if the Exhibitor has not paid in full by October 7th, 2018. The exhibitor agrees that in the event that it has failed to make the required payments, its non-payment will constitute a material breach of its agreement with PINTA ART LLC, and PINTA ART LLC may reallocate the space formerly devoted to that exhibitor as PINTA ART LLC sees fit. Failure to make payments by deadlines will result in automatic charges to your credit card, and by signing below you irrevocably authorize and accept such automatic charges.

HAVING READ THIS AGREEMENT IN ITS ENTIRETY, INCLUDING ALL RULES AND REGULATIONS, TERMS AND CONDITIONS, AS AGENT(S) OF EXHIBITOR, I, THE UNDERSIGNED, AGREE THAT EXHIBITOR SHALL BE BOUND BY THE TERMS AND CONDITIONS HEREIN. I FURTHER REPRESENT THAT I AM LEGALLY AUTHORIZED TO MAKE THIS COMMITMENT ON BEHALF OF THE EXHIBITOR WHOSE NAME APPEARS AT THE LAST PAGE OF THIS DOCUMENT.

**[www.pintamiami.com](http://www.pintamiami.com)**

PINTA ART LLC

1110 Brickell Avenue • Suite 802 | Miami, Florida 33131 • USA

Ph +1 (305) 373-8110 • | [info@pintamiami.com](mailto:info@pintamiami.com)

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### **TERMS AND CONDITIONS OF PARTICIPATION**

#### **GENERAL**

PINTA Miami 2018 is a project of PINTA ART LLC. These Conditions of Participation govern the Exhibitor's participation in PINTA Miami 2018 ("the Show"). PINTA ART LLC reserves the right, at any time, without notice, to make any additional conditions or rules for participation. PINTA ART LLC reserves the right to change the dates of the fair. The Exhibitor agrees to be bound by the conditions set forth below and by any subsequent conditions that PINTA ART LLC may institute in connection with the Show. Submission of an application to participate in the Show constitutes the Exhibitor's acceptance of the conditions set forth below and of any subsequent conditions related to the Show.

#### **SHOW DATES**

TUESDAY, **DECEMBER 4TH**, to Sunday, **DECEMBER 9TH, 2018**

#### **LOCATION**

Mana Wynwood. 2217 NW 5TH AVE. Miami, FL 33127

#### **ACCEPTANCE OF EXHIBITORS**

PINTA ART LLC's Selection Committee shall act as the sole and final judge of all applications and may accept or reject applications at its sole discretion on any basis permitted by law. The Exhibitor guarantees that all information submitted in connection with this application is complete and accurate, and that all work submitted for exhibition is authentic. Exhibitor shall indemnify PINTA ART LLC and its principals, agents, and employees against any and all damages, costs and expenses, including attorneys' fees, in connection with any claim whatsoever, including copyright infringement claims, for which PINTA ART LLC may be sued or held liable relating to work submitted by or through Exhibitor.

Acceptance of the application will be sent in writing promptly after acceptance and no later than August 2018. PINTA ART LLC has the right to cancel acceptance of the application at any time, including during the Show, if the Exhibitor is found to have provided any material false, inaccurate, or misleading information in connection with its application or if the Exhibitor fails to comply with these Conditions or any additional or revised conditions that PINTA ART LLC's may institute in connection with the Exhibition. In any event, PINTA ART LLC shall have the right to revoke acceptance of any Exhibitor if it reasonably appears at any time that all or part of the Exhibitor's display violates the legal rights of any person or entity and the exhibitor fails to remove that aspect of its display immediately upon PINTA ART LLC's request.

PINTA ART LLC has the right to request complete details of the proposed exhibit and reserves the right to prohibit the exhibition of any artworks or other display which is not consistent with the nature and purpose of the event. The expense of the removal of such objects, if any, will be the responsibility of the Exhibitor. PINTA ART LLC reserves the right to revoke acceptance of the application, in accordance with the preceding terms, at any time, and the exhibitor shall nonetheless be responsible for all monies otherwise payable under this agreement, including the entire booth rental fee.



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Exhibitors shall be obliged to use the booth for the duration of the show and keep the booth sufficiently manned at all times.

#### **ALLOCATION OF SPACE**

PINTA ART LLC will allocate Booth space for the event. Reasonable efforts will be made to accommodate Exhibitor requests concerning booth space. However, PINTA ART LLC may, at its sole discretion, change the location of allocated space, as well as alter the shape of the booth if in PINTA ART LLC's sole judgment, circumstances demand it. PINTA ART LLC reserves the right to rearrange the layout of unoccupied areas and alter the entrances and exits to and from the exhibition space, halls and aisles as it deems necessary or advisable.

#### **SETUP, DISMANTLING, AND DECOR**

The Exhibitor shall begin and complete all set-ups and dismantling only during the specified hours. To maintain the collectively desired overall appearance of the event, no additional lighting, furniture, or other equipment desired by the Exhibitor shall be used unless approved in writing in advance by PINTA ART LLC. No additional walls, storage areas, etc. may be added to the booth without the prior written consent of PINTA ART LLC.

#### **BOOTH SHARING**

No Exhibitor may share, sublet or assign a booth either entirely or partially without written consent of PINTA ART LLC. Decisions on the approval of shared booths rest solely with PINTA ART LLC. A shared booth will only be approved on condition that all the applicants applying for the booth have already been accepted to the Show. Exhibitors sharing booths shall be joint and severally liable to PINTA ART LLC.

#### **CATALOGUE**

PINTA ART LLC will publish a catalogue in connection with the fair; participation in the catalogue by exhibiting galleries is obligatory. Every exhibitor is entitled to two full pages in the exhibition catalogue. Exhibitor pages in the catalogue must include at least one image; text only pages are not acceptable. Exhibitors have the option to purchase additional catalogue pages and/or include multiple images. There is a mandatory production charge of \$500 for each additional page.

#### **WITHDRAWAL BY AN EXHIBITOR**

Any applicant may withdraw his/her application prior to acceptance. Once accepted, any exhibitor may cancel his/her contract until 5 p.m. Eastern Daylight Time on July 5, 2018. Any applicant who withdraws after acceptance but before July 5, 2018 shall forfeit his/her initial deposit of 40%, but is not obligated to pay remaining 60% of the booth rental amount. After 5 p.m. Eastern Daylight Time on July 5, 2018, no cancellations are permitted. Any exhibitor who withdraws or cancels his/her contract after that time will remain obligated to pay the full booth rental amount, and any further costs that may have been incurred by

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PINTA ART LLC as liquidated damages. Any exhibitor who fails to occupy his/her booth by 3:00 pm on December 4, 2018 will forfeit his/her right to occupy the space and PINTA ART LLC will claim full rights to that space.

In such event, the exhibitor shall remain liable for the full rental and any additional costs incurred by PINTA ART LLC.

#### **INSURANCE AND EXCEPTION FROM LIABILITY**

Exhibitors must insure all their property and any and all property entrusted to them for display or other use in connection with the Show against the risks of fire, theft, burglary, breakage, leakage and water damage, and the risks of transport to and from the show. PINTA ART LLC will not be liable for any loss or damage sustained by the Exhibitor in connection with the Show, or for the failure of the Exhibitor to obtain insurance, or for the failure of insurance to cover any loss sustained. The Exhibitor hereby agrees to execute promptly at the request of PINTA ART LLC any additional documents releasing PINTA ART LLC from such liability as PINTA ART LLC may request prior or subsequent to the Show. The Exhibitor agrees to indemnify and hold PINTA ART LLC harmless from and against any claim whatsoever for injury, loss or damage resulting from any action or omission of the Exhibitor or its employees, agents, or representatives including but not limited to any property damage or personal injury caused by the Exhibitor, its employees, agents, or representatives

#### **SECURITY**

PINTA ART LLC will provide guards or security services for the show and show areas. Exhibitors will be required to comply with any security procedures requested by PINTA ART LLC or the security service retained by PINTA ART LLC. Exhibitor recognizes that, by participating in PINTA Miami 2018, it assumes security risks that cannot be eliminated by security services to be provided by PINTA ART LLC. Security for individual booths is not included under this paragraph. PINTA ART LLC does not secure insurance coverage for any individual booth.

#### **ELECTRICAL SERVICES**

PINTA ART LLC will provide common area lighting, but shall not be liable for any loss or damage due to failure or interruption of electrical service. No Exhibitor will be allowed to install its own power connections. Each Exhibitor (including all employees, agents, contractors or representatives) will strictly adhere to any and all applicable law and any requirements of the municipal and/or venue Miami Building fire, safety and security regulations.

#### **MAINTENANCE**

Each Exhibitor is responsible for the maintenance of its booth and will leave the booth in the same condition in which it was found, reasonable wear and tear expected. Cleaning services will be available at an additional charge for individual booths. Arrangements may be made in advance with PINTA ART LLC.

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### **ADDITIONAL CONDITIONS**

PINTA ART LLC may, if required by force majeure or other reasons beyond its control, cancel, postpone, shorten, or extend the Show. The Exhibitor shall have no right or claim for any damages of any kind, arising or alleged to arise by reason of any postponement, shortening or cancellation of the Show. Exhibitor agrees to comply with the rules and conditions required by all applicable authorities of Miami City and the venue. PINTA ART LLC reserves the right to treat any violation of these and any subsequent conditions as a material breach of this contract and to require any Exhibitor to withdraw from the Exhibition as a result. The Exhibitor agrees that in the event of such a violation, PINTA ART LLC will be entitled to recover damages from the Exhibitor, including without limitation, any losses sustained by PINTA ART LLC; and PINTA ART LLC shall also be entitled to retain the full booth rental cost and any fees otherwise payable by the Exhibitor to PINTA ART LLC under this agreement.

This Agreement shall be governed and construed exclusively in accordance with the laws of the state of Florida. All disputes under these regulations shall be resolved by the courts of the state of Florida including the United States District Court for the Southern District of Florida, and the parties all consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to it.

### **PINTA Miami 2018**

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