

**Virtual Fair Dec. 2 to 15, 2020**

## **PINTA GALLERIES**

### **APPLICATION DEADLINE – OCTOBER 10, 2020**

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DEAR EXHIBITOR:

Thank you for choosing to apply for the 2020 edition of PINTA Miami. For this edition of PINTA Miami, galleries can submit their proposals to different sections, each directed by a specific curator.

**[ ] PINTA MIAMI Virtual - December 2 - 15, 2020**

**[ ] Design** ..... Coordinated by Marta Michelle

**[ ] PINTA Online Platform - Annual Subscription**

**PINTA Virtual Show** is the virtual exhibition of PINTA Miami, giving galleries access and reach to collectors worldwide. The virtual platform will be open from December 2 to December 15.

The virtual exhibition will give galleries 21 or 30 images, with 5 scheduled changes during the exhibition.

PINTA Galleries is the main exhibition sector of PINTA Miami, presenting leading art galleries exhibiting Modern and Contemporary art. Proposals for the Modern & Contemporary section will be considered by the Curatorial Committee.

#### **PINTA Online Platform**

Annual Subscription to Pinta's virtual platform, providing galleries with year round visibility, promotion and access to Pinta's global collector database. Only galleries participating in the fair have access to the platform.

We look forward to reviewing your proposal,  
The **PINTA Miami** 2020 Team

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#### **KEY DATES**

Exhibitor Applications CLOSE: October 10, 2020

List of Exhibitors ANNOUNCED: October 30, 2020

#### **SHOW DATES**

PINTA MIAMI VIRTUAL

Preview, Tuesday, **DECEMBER 1st**

Open Wednesday, **DECEMBER 2ND** to Sunday, **DECEMBER 15TH, 2020**

The application requirements are the same for Pinta Miami Virtual and Pinta Online Subscription

#### **APPLICATION CHECKLIST**

##### **DEADLINE**

**PINTA MIAMI VIRTUAL** must be in receipt of this application by October 10, 2020. 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 2020. 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 2018 - 2020
- List of all art fair participation for 2018 - 2020
- Visual documentation:

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- 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: Links) to other works by the same artist.

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

#### SUBMISSION

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

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

#### 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 .....

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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	(59 pixels/cm)
Image Size	7.5 x 10 inches, max	(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>	

Please indicate how would will be joining us:

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**[ ] \$1,000** 21 images, 5 scheduled changes during show time, social media post in Pinta Miami platforms

**[ ] \$1,500** 30 images, 5 scheduled changes during show time, social media post in Pinta Miami platforms

**December 2 - 6, Miami, To be confirmed due to the Covid-19**

**[ ] Design** ..... Coordinated by Marta Michelle

**[ ] PINTA Online Platform - Annual Subscription**

**\$1,200** 12 months subscription to Pinta digital platform, 30 images, unlimited changes, 4 exhibition promotion, 1 home page feature, social media post in Pinta Miami platforms

Only available for galleries participating in Pinta Art Shows

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Signature \_\_\_\_\_

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

Date \_\_\_\_\_

**PAYMENT OPTIONS & CREDIT CARD GUARANTEE**

Gallery Name .....

Please indicate how you will pay amounts due to PINTA Miami 2020.

Check       Wire Transfer       Credit Card

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

A 3% processing fee is added to all credit card payments. 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 of your cost. For virtual show and annual subscription, the total can be paid in two installments: 100% of payment is due upon

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confirmation. 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 if the total amount has not been received by PINTA ART LLC by October 30th, 2020, 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' 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 30th, 2020. 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. Credit card fees (3%), wire, and transfer fee if any will be paid by the gallery.

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.

PINTA ART LLC

## **TERMS AND CONDITIONS OF PARTICIPATION**

### **GENERAL**

PINTA Miami 2020 is a project of PINTA ART LLC. These Conditions of Participation govern the Exhibitor's participation in PINTA Miami 2020 ("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**

Virtual Art Show: **DECEMBER 2ND to DECEMBER 15TH, 2020**

### **LOCATION**

Virtual exhibition

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#### **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 October 25, 2020. 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, and any time, and the exhibitor shall nonetheless be responsible for all monies otherwise payable under this agreement, including the entire booth rental fee.

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

#### **CATALOGUE**

PINTA ART LLC will publish an online 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 online catalogue. Exhibitor pages in the catalogue must include at least one image; text only pages are not acceptable.

#### **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 October 20, 2020. Any applicant who withdraws after acceptance but before October 25, 2020 shall forfeit a deposit of 40%, but is refunded the remaining 60%. After 5 p.m. Eastern Daylight Time on October 29, 2020, no cancellations are permitted. Any exhibitor who withdraws or cancels his/her contract after that time will remain obligated to pay the full amount, and

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any further costs that may have been incurred by PINTA ART LLC as liquidated damages. Any exhibitor who fails to upload his/her artwork images by 3:00 pm on December 1, 2020 will forfeit his/her right to occupy the online space and PINTA ART LLC will claim full rights to that space. In such an event, the exhibitor shall remain liable for the full payment and any additional costs incurred by PINTA ART LLC.

#### **PINTA MIAMI VIRTUAL and PINTA PLATFORM Liabilities**

You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. PINTA ART LLC is not responsible for any content posted or forwarded on the PINTA ART LLC Platform by any user.

If PINTA ART LLC finds that a user is abusing the PINTA ART LLC Platform and/or the services provided by us in any way, we may, in our sole discretion and without limiting other remedies, limit, suspend, or terminate that user's account and access to our services, as well as delay or remove any content provided by that user.

Views and opinions expressed by users on the PINTA ART LLC Platform are those of the users and do not reflect the official policy or position of PINTA ART LLC.

PINTA ART LLC may cancel unconfirmed accounts or accounts that have been inactive for a long time. Additionally, PINTA ART LLC reserves the right to refuse, modify, or terminate all or part of our services to anyone for any reason at our discretion.

When buying products on the PINTA ART LLC Platform, the contracts for the sale are directly between the Seller (Galleries/consulting) and the Purchaser. While PINTA ART LLC may provide pricing, listing, and other guidance as part of our services, such guidance is solely informational and indicative, and you may decide to follow it or not.

While PINTA ART LLC helps facilitate transactions that are carried out on the PINTA ART LLC Platform, PINTA ART LLC is neither the Purchaser nor the Seller of the Seller's items. PINTA ART LLC provides a venue for Sellers and Purchasers to complete transactions related to artwork. Accordingly, the contract formed at the completion of a sale for these third party products is solely between the Seller and the Purchaser. PINTA ART LLC is not a party to such Agreement nor assumes PINTA ART LLC any responsibility or liability arising out of or in connection with it.

The Seller is responsible for the sale of the products and for dealing with any claims from the Purchaser or any other issue arising out of or in connection with the Agreement between the Parties.

PINTA ART LLC is not to be considered a representative of neither the Seller nor the Purchaser.

PINTA ART LLC may not be held liable for any loss or any damage inflicted on either party due to the Agreement. PINTA ART LLC reserves the right to assign the identity of either Party to the other in case of a conflict.

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

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

#### **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. Exhibitors agree to comply with the rules and conditions required by all applicable authorities of Miami City and the online platform. 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 2020**

**Virtual Show: Wednesday, DECEMBER 2ND to Sunday, DECEMBER 15TH, 2020**

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

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