

APPLICATION FORM - PUBLISHERS - THE OTHERS FAIR

Application Deadline	21 July 2017
Exhibitor's Set Up	1 November 2017 - 9.00am / 7.00pm _ 2 November 2017 - 9.00am / 2.00pm
Press Preview	2 November 2017 - 2.00pm / 4.00pm
Opening	2 November 2017 - 8.00pm / 01.00am
Opening time	3-4 November 2017 - 5.00pm / 01.00am _ 5 November 2017 - 11.00am / 8.00pm
Exhibitor's Dismantling	5 November 2017 - 9.00pm / 11.00pm _ 6 November 2017 - 9.00am / 3.00pm

APPLICATION FORM PUBLISHERS

Characteristics: The Others is the only Italian fair dedicated to the international emerging art conceived to valorize the new creative energies. Characterized by an innovative format - use of non-conventional venues, evening opening hours, a program of crossover events - is a unique exhibition platform: a fair and a curatorial project, a meeting point between market and cultural innovation, a place for exhibition and site specific projects that step beyond the concept of booth to become actual exhibitions per se. A pioneering model, which has given up the typical schemes and barriers of the most traditional art fairs to develop a more direct immediate dialogue between the artistic proposal and its understanding.

Terms of participation: Participation is based on a trade-exchange agreement: advertising for The Others on the publisher participant / exhibit space in the Fvent. The Organizer, along with Curatorial Committee, reserves the right to give definitive confirmation of acceptance of the Application. The Application form must be completed, signed and sent to: application@theothersfair.com.

The Organizer can provide the following spaces for Magazines and Web Magazines:

Exclusive Single booth or **Collective booth:** details on page 2.

Specs and deadlines will be communicated behind the acceptance of the Application Form. Should the Application for a single booth not be accepted, the Organizer reserves the right to propose the participation in the collective booth. Printing layouts for ads will be sent by the Organizer via email in digital format. Publishers are subject to the Event's General Conditions of Participation that they declare to have read and accepted in full. Copies of the publication and any further material for the booth (both single or collective) must be supplied by the Publisher.

Delivery: Publications must be delivered exclusively on November 2nd 2017. Shipping and delivery costs are totally at Publishers' expenses.

Invoicing: For the participation to The Others the Organizer will issue a trade-exchange invoice corresponding to the same amount of the Publisher's invoice for The Others advertisements. The Publisher's invoice shall be addressed to: The Others Srl - Via Valprato, 68 - IT - 10155 Turin - P.Iva 10840770019

Withdrawal: Withdrawal is not allowed after the Curatorial Committee's acceptance. The Publisher shall be required to respect the advertising agreements and, in addition, the liquidated damages as per art. 22 / General Conditions of Participation.

Acceptance: Please note that this Application will become a binding contract upon written notice of acceptance in the Event by the Organizer and by the Curatorial Committee. By signing and submitting this Application to The Others, the Exhibitor agrees to be bound by the terms and conditions of participation described herein and in the General Conditions of Participation.

The Publisher makes request to take part in The Others binding itself to observe all the articles of the General Conditions of Participation and declares that has read them and that fully agrees to them.

Publication data (please fill in all the requested datas and print or write in capital letters)

Publication	Publisher
Address	City Zipcode
State (USA only)	Country
Phone	Fax
Email	Website
Vat N.	Tax N.

Authorized Representative

Name	Surname
------------	---------------

Publication Contact

Name	Surname
Position	Direct Ph.
Mobile	Email

Date

COMPANY STAMP AND SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

X

APPLICATION FORM PUBLISHERS

The Publishers makes request to take part in The Others binding itself to observe all the articles of the General Conditions of Participation and declares that has read them and that fully agrees to them. The exhibition spaces required at the conditions reported hereunder:

Exclusive Single booth:

Magazine in exchange for The Others: n.1 banner on the website's home page for min 2 weeks, n.1 dedicated newsletter sent to its subscribers, n.1 full page 4 / colours (or submultiples for the total amount) in the dates agreed with the Organizer.

The publisher agrees to publish on his social pages (Facebook, Twitter, Instagram, Pinterest etc) his presence during the event. The Publisher undertakes to share its minimum n. 2 post (with picture) dedicated to the event, on his social pages, one of which the evening of the opening.

Web Magazine: in exchange for The Others: n.1 banner on the website's home page for min 3 weeks, n.2 dedicated newsletter sent to its subscribers in the dates agreed with the Organizer.

The Organization will render available an exclusive single room with 1 desk and 2 chairs.. Publishers are invited to present a creative and artistic design projects in order to render the assigned space an attractive place to live, attractive and liveable to the public and to ensure greater communication of the audience and the best possible representation of their publishing project. Furthermore, the Editor will be entitled to

- Listing in the The Others catalogue;
- Website entry on The Others website;
- Listing on The Others social networks (Facebook and Twitter)
- N. 1 catalogue copy;
- N. 3 exhibitors badges.

Conditions of participation

The booth must be occupied and settled up not later than 2 november 2017 at 2.00 pm. Should the booth not be occupied, the Organizer has the right to use the space previously assigned to the publication at its own discretion. The sale/offer of subscriptions and/or publications/items not property of the exhibiting publisher and/or of artworks is strictly forbidden. Any exception to the above requires the Organizer's approval.

Single booths shall be manned throughout the entire Event's opening time. The presence of a representative of the publisher at the booth shall be ensured for the whole period above indicated, otherwise the publisher shall be requested to pay a penalty fee of € 1.000,00. The exhibiting spaces must be handed back in the same conditions as they were assigned, free from any material not of the Organizer's property. Restoration costs for any damage made to the equipments and structures or disposal of any paper material will be charged to the Exhibitor.

Collective booth:

Magazine: in exchange for The Others: n.1 banner on the website's home page for min one week and n.1 full page 4 / colours (or submultiples for the total amount) in the dates agreed with the Organizer.

The publisher agrees to publish on his social pages (Facebook, Twitter, Instagram, Pinterest etc) his presence during the event. The Publisher undertakes to share its minimum n. 1 post (with picture) dedicated to the event, on his social pages.

Web Magazine: : in exchange for The Others: n.1 banner on the website's home page for min 10 days.

The publisher agrees to publish on his social pages (Facebook, Twitter, Instagram, Pinterest etc) his presence during the event. The Publisher undertakes to share its minimum n. 1 post (with picture) dedicated to the event, on his social pages.

For the collective booth, the followings are provided:

- Display of the publication in the collective booth and distribution service.
- A maximum of 50 copies per publication may be displayed.
- Website entry in The Others' website.
- Listing on The Others' social networks (Facebook, Twitter, Instagram).
- N. 1 catalogue (if requested).

Publication data and printing details (please fill in all the requested datas and print or write in capital letters).

Magazine Web Magazine

Published

Weekly Monthly Bimonthly Quarterly
 Biannually Annally Other

Adv Bleed Page Size (width x height) mm Bleed mm

Trim Page size (width x height) mm

Printing layouts for ads will be sent by the Organizer via email in digital format. Please specify your email address and fill in the requested format.

Email

File Format

PDF EPS Tiff Jpg
 Quarkxpress Illustrator Freehand

Notes

Banner Size pixel format resolution

Notes

Date

COMPANY STAMP AND SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

X

GENERAL CONDITION OF PARTICIPATION

Art. 1 – Show Name, location, Organizer and purpose

“The Others” - hereunder quoted as Exhibition - takes place in Turin. The Others Srl, hereunder quoted as Organizer, organizes the Exhibition as a whole. The Organizer relies on a Curatorial Committee formed by outstanding representatives of the contemporary art world, hereunder quoted as Curatorial Committee. The aim of this initiative is to realize, in special exhibiting spaces assigned exclusively to the Exhibitors, a co-ordinated display of works and objects of contemporary art.

Art. 2 – Admission eligibility

The admission to “The Others” is reserved to publishers, magazines and web-sites operating mainly in contemporary art.

Art. 3 – Application procedure

3.1 The contract is constituted both of the Application Form and the present General Conditions of Participation. For convenience Application Form and General Conditions of Participation will be under here quoted as “Application”. Application must be signed and duly stamped by the authorized representative of the applicant company and such a request will be valid only if fully filled in and presented according to the terms that are fixed every time;

3.2 The Exhibitor guarantees that all the information in his own Application are accurate and authentic;

3.3 Application must be sent to The Others Srl – Via Valprato, 68 - 10155 Turin (Italy) – by mail or fax within the date indicated in the Application.

3.4 Application is subject to acceptance as described in Art. 5.

3.5 The submittance of the Application constitutes an irrevocable commitment on the part of the applicant, as well as of the Technical Norms and of any other rule relating to the Organization and running of the show and the Exhibition venues.

Art. 4 – Terms of payment

For the participation to The Others the Organizer will issue a trade exchange invoice corresponding to the same amount of the Publisher’s invoice for The Others’ advertisements. The Publisher’s invoice shall be addressed to: The Others Srl - Via Valprato, 68 - 10155 Turin (Italy - VAT number 11585870014.

Art. 5 – Admission

5.1 The Curatorial Committee, in accordance with the Organizer, shall make the selection of all applications and may accept or reject applications at their unrestricted discretion.

5.2 The Organizer has the right to modify the participation terms and conditions as well as to displace or reduce an exhibiting space already allotted, nor shall this give the Exhibitor the right of compensation or damages of any kind.

5.3 The admission can be cancelled at any time, depending on the unobjectable decision of the Curatorial Committee in accordance with the Organizer

Art. 6 – Space allotment

Exhibiting space will be assigned by the Organizer in accordance with the Curatorial Committee and in consideration of the exhibition project presented by the applicant. Any placement preference will be taken into account whenever possible but such a request may not bind or condition the Application. The Organizer, in accordance with the Curatorial Committee, has the right to displace, reduce or increase the exhibition space already allotted, nor shall this give the Exhibitor the right of compensation or damages of any kind. It is understood that the Exhibitor will be charged the amount equivalent to the assigned area.

Art. 7 – Withdrawal

Withdrawal is not allowed after the Curatorial Committee’s acceptance. The Publisher shall be required to respect the advertising agreements and, in addition, the liquidated damages as per Art. 22.

Art. 8 – Abandonment

The Exhibitor cannot abandon the assigned exhibiting area during the fair. Should the Exhibitor abandon the assigned exhibiting space for any reason, the Organizer shall have the right to take away any material and goods left by the Exhibitor at Exhibitor’s risk and expenses.

Art. 9 – Display of goods

Only Exhibitor’s artworks and publications can be displayed in the assigned exhibiting area. The Exhibitor guarantees for the authenticity and origin as well as for the correspondence to the description of what is exhibited. Should the Exhibitor infringe the above, the Organizer may terminate the contract pursuant to ex Art. 1456 of the Italian civil code and the Exhibitor shall pay the full price and the damages as per Art. 22.

Art. 10 – Postponement, reduction or cancellation of the Exhibition

It is the Organizer’s irrevocable right to change venue, dates, opening hours, procedures, as well as to determine any other variation in the exhibition. Furthermore the Organizer may postpone, reduce or even cancel the Exhibition, without being required to pay any kind of compensations or damages; the Organizer shall give written notification and only the down-payment amounts will be refunded, without interest. Should the event be cancelled or suspended before its natural termination, for reasons beyond the Organizer’s control, the Exhibitor shall not be entitled to claim any kind of reimbursement or damages.

Art. 11 – Surveillance and cleaning

11.1 The Organizer shall provide a general surveillance service, including the days for the exhibition area set up and dismantling.

11.2 The Organizer shall not be held responsible for materials and goods left unguarded inside the exhibition area during the Fair’s opening hours. The Organizer shall not be held responsible for materials and goods inside the exhibition area during the Fair’s closing hours.

11.3 The Organizer – although providing a general surveillance service including the days for the set up and dismantling is exempted from whatever liability relating to thefts and / or damages that may be suffered by the Exhibitor.

11.4 The Organizer will never be bound to pay any kind of compensation to the Exhibitor. The Exhibitor shall attend personally to the assigned exhibiting area during set up, opening hours and dismantling.

11.5 The Exhibitor shall control the assigned exhibition area from one hour before the opening of the Fair until the evening closing.

11.6 The Organizer reserves the right to terminate the contract as per Art. 1456 of the Italian Civil Code and to ask for damages, should the assigned exhibition area be unattended by qualified personnel or should the dismantling be started before the indicated date.

11.7 The Organizer shall provide a cleaning service exclusively for the public area. The Exhibitor shall take care of the cleaning of the assigned exhibiting area.

Art. 12 – Insurance and exemption of Organizer from liability

12.1 The Organizer will stipulate with a leading insurance company a public liability insurance policy covering damages caused to third parties within the exhibition area

12.2 Each Exhibitor, with regard to the goods and fittings brought into the Exhibition's exhibiting area shall stipulate with a leading insurance company, at his own expenses, and taking upon himself any exemptions and exclusions agreed upon with the insurer, an insurance against all risks, including theft, burglary, breakage (as defined by the Art. 624 of the Italian Penal Code) and damages, in any form and kind whatsoever, fire, leakage and water damage, vandalism, as well as the risks of transport to and from the Exhibition's grounds. The Exhibitor shall also stipulate an appropriate third parties liability insurance policy. All the insurance coverage stated above should be valid throughout the stay of the Exhibitor or of his properties inside the exhibition area, including the exhibition closing time and all the days required for set up and dismantling; such coverage shall include a declaration by the insurer specifically renouncing any recourse or claim for compensation against the Organizer, the exhibition venues or any individual or company entrusted by the same and against any third part which may be held liable thereof.

12.3 The Exhibitor will be required to deposit a copy of his insurance policies at the offices of the Administrative Department, whenever requested even during the Exhibition

12.4 The Exhibitor shall be exclusively liable for any damages whatsoever caused by any means to third parties, including other Exhibitors, during the Exhibition. The Exhibitor will also be liable towards the Organizers for all direct and indirect damages which, for whatever reason, could be attributed to him or to the staff operating on his behalf, including damages caused by furnishing or systems installed either by the Exhibitor or by third parties engaged by him, even though they have been inspected by the Organizer.

12.5 By signing the Application, the Exhibitor guarantees he will grant a form releasing the Organization from any liability and renouncing any recourse or claim for compensation.

Art. 13 – Exhibiting space equipment and release

13.1 The signing of this contract implies the acceptance of the Technical Norms which will be communicated to Exhibitors after the acceptance of their Application.

13.2 The set up of the assigned exhibition area will be allowed during the period indicated by the Organizer and shall be absolutely completed within the day and at the time indicated on the Application Form; the dismantling may start in the days and at the time indicated by the Organizer and shall be absolutely completed within the date and at the time indicated by the Organizer.

13.3 Exhibiting spaces must be handed back in the same condition as they were assigned, free from any material not of the Organizer's property. All damages made to the equipments and structures will be charged to the Exhibitor.

Art. 14 – Catalogue

14.1 An official catalogue will be published for the Exhibition. Participation in the Exhibition includes a catalogue entry.

14.2 The Catalogue Form must be sent within the date fixed on the Form.

14.3 The Exhibitor guarantees for the truthfulness of the information published in the catalogue, keeping the Organizer uninformed with respect to any third part.

14.4 The Organizer and/or printers and/or third parties will not be held responsible for the result as well as for any mistake and/or omissions in the catalogue, except for willful misconduct or great negligence.

Art. 15 – Prohibitions

It is strictly forbidden:

- A) exhibition of materials of any non-exhibiting company;
- B) any kind of advertising or itinerant sale inside the exhibition area;
- C) any advertising, and the use, for whatever purpose, of loudspeakers and/or any other advertising sound device;
- D) to attract visitors to one's own exhibiting space by any means;
- E) to dismantle the exhibition space before the day and the time fixed by the Organizer;
- F) to occupy the passages with any material or structure jutting out of the exhibiting area;
- G) the entrance of any animal in the exhibition venues.

Art. 16 – Reproduction rights

The Exhibitor may not object to any graphic, photographic or video reproduction of the exhibition areas and of their content, not to the sale of such reproductions, if ordered or authorized by the Organizer.

Art. 17 – Advertisement

Advertisement inside the exhibition area, in any form, is reserved exclusively to the Organizer or to persons authorized by the same. Any form of advertising as specified in Art. 15 is forbidden. It is also forbidden any activity outside the exhibition area that may create troubles or may damage the Organizer or the Exhibition. If the Exhibitor will infringe the above the Organizer may terminate the contract as stated in ex Art. 1456 of the Italian Civil Code and can ask for damages.

Art. 18 – Privacy Consent D.L. n. 196/2003

The data supplied by the Exhibitor in the Application Form will be treated according to the provisions indicated in the Italian Law Decree. n. 196/2003. The Exhibitor agrees that all the information contained in the Application Form can be used for administrative (invoicing), statistical (in anonymous way) and promotional purposes (catalogue and other printed material).

Art. 19 – Integrative provisions

The Organizer reserves to itself the right of issuing, with immediate compulsory effect, further norms and regulations for the regular course of the Exhibition, with prior written warning. By signing the Application Form the Exhibitor binds himself to observe all further norms issued by the Organizer.

Art. 20 – Technical norms

The Exhibitor binds himself to take notice and comply with the Technical Norms concerning equipment, fire regulations and electrical apparatus. Should the Exhibitor not be already in possession of such regulations, it is up to him to request them to the Organizer as soon as possible. Should any of such provisions be infringed by the Exhibitor, the Organizer has the right to terminate the contract and to ask for the liquidated damages as per Art. 22.

Art. 21 – Provisions and regulations

The Exhibitor shall comply with all law provisions and applicable regulations, such as provisions regulating copyright, S.I.A.E. rules and norms, public security, fire accidents, health and accidents on working places, industrial safety, in particular as 626/94 DL. and as later changed and integrated. Any violation of any laws and regulations shall entitle the Organizer to terminate the contract pursuant to ex Art. 1456 of the Italian Civil Code and in such event the Exhibitor shall pay the full price and the liquidated damages as per Art. 22.

Art. 22 – Liquidated damages – Termination pursuant to Art. 1456 of the Italian Civil Code.

The violation of one of the clauses stated in these General Conditions of Participation may cause the immediate exclusion of the transgressor, without giving him the right to any reimbursement or indemnification by the Organizer and the Organizer will be entitled to the entire exhibition space rental fee and any further compensation for damages. In particular: if the Exhibitor will infringe any of the obligations as stated in Arts. 4 (Terms of Payment), 7 (Withdrawal), 9 (Abandonment), 9 (Display of goods), 11 (Surveillance), 17 (Advertisement), 20 (Technical Norms), 21 (Provisions and regulations) he shall pay to the Organizer the amount of € 5.000,00 as penalty fee for damages. In any case, the Organizer shall have the right to claim damages exceeding the amount of liquidated damages.

Whenever in this contract a termination right is granted to the Organizer pursuant to ex Art. 1456 of the Italian Civil Code, the contract may be terminated by the Organizer by means of a written notice. If a termination will be decided by the Organizer during the Exhibition, the Exhibitor shall be bound to immediately stop any business and

exhibition in the assigned exhibiting space and shall remove any good, thing and equipment, according to what the Organizer decides. In case of contract termination for violation of prescribed norms, the Organizer shall have the right to ask for damages.

Art. 23 – Provisional execution

Should a dispute arise between the Organizer and any Exhibitor, the Organizer will be entitled to begin the provisional execution of his measures.

Art. 24 – Joint and several obligations

The Exhibitor undertakes full obligation towards the Organizer.

The invalidity of any article of the present Regulations, General Conditions of Participation and Application Form or of any part of such articles will not determine the invalidity of the remaining articles or of the remaining parts of the articles.

Art. 26 – Prevalent language

Since the present Regulations, General Conditions of Participation and the Application Form are written in other languages in addition to Italian, in case of discordance, the Italian version will prevail.

Art. 27 – Competent Court

The Exhibitor accepts Italian jurisdiction and no other and acknowledges as competent exclusively the Law Court of Turin where the Organizer The Others Srl. has his legal venue, and no others Courts. Relations between the Organizer, the Exhibitor and any third part are governed exclusively by Italian law.

Date _____

COMPANY STAMP AND SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

X

By signing and submitting this document, the Exhibitor agrees to be bound by the terms and conditions of participation described herein (General Conditions of Participation) and in the Application Form. In the terms and for the purpose of Arts. 1341 and 1342 of the Italian Civil Code, he declares that he has read and that he agrees explicitly to the Arts. 4 (Terms of payment), 5 (Admission), 6 (Space Allotment), 7 (Withdrawal), 8 (Abandonment), 9 (Display of Goods), 10 (Postponement, Reduction or Cancellation of the Exhibition), 15 (Prohibitions), 17 (Advertisement), 19 (Integrative Provisions), 20 (Technical Norms), 21 (Provisions and Regulations), 22 (Liquidated Damages - Termination pursuant to ex Art. 1456 Italian Civil Law), 23 (Provisional Execution), 27 (Competent Court)

Date _____

COMPANY STAMP AND SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

X

According to Italian Law Decree n. 196, 30/6/2003, regarding privacy policy, we inform you that the data supplied will be exclusively used for administrative and promotional purposes and treated in the utmost secrecy.