

VOLTA NEW YORK 2019

LEASE WITH MERCHANDISE MART PROPERTIES, INC. VOLTA – TERMS AND CONDITIONS

1. General

These Conditions of Participation and the attached Rules and Regulations govern the exhibitor's participation in VOLTA. Merchandise Mart Properties, Inc. ("Show Management") reserves the right to, at any time, issue other rules and regulations of participation.

2. Show Dates

VOLTA is scheduled to coincide with The Armory Show, **March 6–10, 2019.**

Precise dates and times, with set-up and breakdown schedule, will be provided upon acceptance to the fair. Once set-up, exhibition and breakdown dates and times are communicated, the exhibitor must abide by them.

3. Articles on Exhibit

Painting, Sculpture, Works on Paper, Photography, Video, Installation.

4. Admission to Exhibition

Show Management shall be the sole and final judge of all submissions and may accept or reject submissions in its sole discretion. The exhibitor guarantees that all information in his/her application is accurate and that all work submitted for exhibition is authentic. Confirmation of acceptance will be confirmed in writing **after Friday, December 14, 2018**, with booth allocation approximately 3 weeks thereafter. Show Management reserves the right to reject any submission that is accepted on the basis of false information or if the exhibitor fails to comply with these Terms and Conditions or Rules and Regulations and demand release of space allocated. Show Management reserves the right to re-allot space and to reject any and all applications at any time for any reason or no reason at all.

Exhibitors are obliged to use the booth space for the duration of the show and keep the booth space sufficiently manned at all times during exhibition hours. Set-up and dismantling of booths must take place during the allocated hours; exhibitors should arrange for shipment of works and arrival of their staff to ensure for adequate installation time. The exhibitor will indemnify, defend, and hold VOLTA, MMPI VOLTA LLC, Mart Trade Show LLC, Merchandise Mart Properties, Inc. and their affiliates (collectively "VOLTA") harmless, for and from any and all claims, losses or damage incurred by VOLTA that is a result of any breach of these Conditions. VOLTA shall be entitled to recover from exhibitor, VOLTA's expenses and attorney's fees in any action to enforce these Conditions.

Show Management has the right to require complete details of a proposed exhibit and reserves the right to prohibit the exhibition of any object, which does not meet the requirements of the exposition. If necessary, the removal of such objects will be at the sole risk and expense of the exhibitor. The New York City free code prohibits the use and

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display of all sources of heat inside the Building and may require fireproofing of certain materials. Exhibitors are solely responsible for any and all costs associated with necessary modifications or removal of objects as ordered by the NYFD.

5. Allocation of Space

Booth its location at the exhibition will be determined and allocated by Show Management in its sole discretion. Show Management may, in its discretion, change the location of allocated space, as well as alter the shape and size of the booth space if circumstances demand. Show Management reserves the right to rearrange the layout of unoccupied areas, and to alter entrances and exits to and from the exhibition space, halls and aisles.

6. Co-Exhibitors / Booth Sharing

No exhibitor may sublet booth space either entirely or partially. Products, exhibitors or individuals other than those specified in the exhibitor's application might not be shown or advertised in the booth space without written permission of Show Management.

7. Drayage Fee

Exhibitors are granted unlimited drayage and each Exhibitor must pay \$250 (Tax included) for this allowance. The same cost is applied for all Exhibitors regardless of booth size.

8. Conditions of Payment

The submission fee of **\$150** — strictly nonrefundable — is due by **Friday, December 14, 2018**, and applications will not be considered until this fee is received. The second part of the application fee, **\$145**, will ONLY be charged if the candidate is accepted into the fair.

The deposit fee (based on booth size – details see below), together with the remaining \$145 of the application fee and the \$250 drayage fee, will be due **upon receipt of booth placement**; the remaining amount bringing the booth fee balance to zero, must be paid no later than **Friday, February 15, 2019**. A third and final invoice will be issued in case of extra orders, customizations, on-site needs, and will be due upon receipt.

A late payment fee of 10% will be assessed for any payment received after the due date.

All payments are non-refundable and non-transferable unless Show Management otherwise agrees at its sole discretion. Any exhibitor whose booth space has not been paid in full by **Friday, February 15, 2019**, will not be permitted to exhibit unless pre-negotiated and confirmed in writing; and in such event Show Management may cancel the exhibitor's contract, reallocate the space and retain any payments made without any further liability or obligation to the exhibitor. A late payment fee of 10% of the amount due will be assessed for failure to pay the required amounts by the due date.

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Upon acceptance Show Management will require that you provide a credit card authorization to guarantee payments in connection with the show. Upon receipt of an invoice or statement from MMPI, the completed credit card authorization form allows Show Management, without further authorization, to charge your card for failure to make subsequent payments by the given deadlines as well as for other services including labor, material handling, or any additional and unpaid charges incurred at the show. All payments are non-refundable and non-transferable.

9. Withdrawal from the Contract:

In the event of withdrawal from the contract after acceptance, a termination fee will be charged. Upon the signing the acceptance of participation letter you herewith agree to pay the termination fee as follows:

Cancellation after booth allocation has been assigned:	25%	of the space rental fee
Cancellation after January 18, 2019:	50%	of the space rental fee
Cancellation after February 8, 2019:	100%	of the space rental fee

10. Insurance and Exemption from Liability

Each exhibitor should obtain insurance coverage for any damage or loss, howsoever caused, to articles exhibited or to be exhibited, including but not limited to fire, theft, burglary, breakage, leakage, accident or water damage, and the risks of transport to and from the exhibitor's booth space and from any other cause whatsoever. The exhibitor assumes all risk of loss related thereto. VOLTA will not be liable to any exhibitor for any direct, incidental or consequential damages or loss to exhibitor or his/her property arising from or connected with exhibitor's participation. Prior to admission to the show, each exhibitor will be asked to show proof of insurance and will be required to sign a form releasing VOLTA and their agents from liability.

11. Security

General guard service for the show and the show areas will be provided 24 hours a day, but no individual services will be provided. Security service will commence the first day of installation and continue until the end of dismantling. Nevertheless, VOLTA shall not be liable for any loss or damage due to theft. To maintain security, once set-up begins, nothing can be removed from the show premises unless accompanied by a merchandise and/or security pass, through the dismantling period. Only exhibitors may bring articles onto the premises throughout the duration of the show.

Exhibitors recognize that by participating in VOLTA NY they assume security risks that cannot be eliminated by security services provided by Show Management. Security for individual booths is not included. Exhibitors are strongly advised to sufficiently protect all exhibition works and obtain adequate insurance coverage.

12. Electrical Services

Show Management will provide common area lighting and electrical service, but shall not be liable for any loss of damage due to failure or interruption of service. No exhibitor is allowed to install his/her own power connections. Fire, safety and security regulations must be strictly adhered to.

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13. Maintenance

Show Management will be responsible for keeping the common areas of the show site clean. Each exhibitor is responsible for the maintenance of his/her booth space and will leave the booth space in the same condition in which it was found, reasonable wear and tear accepted. All hanging devices (nails, screws, hooks) must be removed from the wall when dismantling the booth space and any wall treatments (wallpaper or self-applied paint color other than white) must be removed or restored or an extra restoration or labor charge will be levied. Any damage to walls (larger than average holes, scratches, tears, etc.) will incur a panel charge fee; the hole sizes and description of possible damages are clearly listed in the Exhibitor Manual. Any potential damages with costs clearly listed in the Exhibitor Manual will not be negotiated at a later date.

14. Electronic Signatures

Signatures of Exhibitor on copies of the exhibitor contract transmitted by electronic or telephonic means shall be deemed originals for all purposes hereunder, shall have the same legal effect as an originally drawn signature, and shall be binding upon Exhibitor.

15. Marketing

Exhibitor hereby grants to Show Management an irrevocable, non-exclusive license to use exhibitor's trade name, together with a description of the nature of Exhibitor's business, in any television, radio, print, electronic or other media advertising or marketing programs of Show Management and exhibitor shall cooperate with Show Management in carrying out such advertising and marketing.

16. General Remarks

Show Management is entitled in the case of compelling reasons or Acts of God to postpone, reschedule, shorten or extend the exhibition without liability or obligation to the exhibitor. Show Management reserves the right to expel from the show any exhibitor who violates the rules stated herein. The exhibitor will remain liable for the full amount of booth space rental and any additional charges incurred.

New York
September 2018