

## Application

**Please send to:**

POSITIONS BERLIN GmbH  
Potsdamer Strasse 8 | a  
10785 Berlin  
Fon: 030 / 740 737 88  
Email: info@paperpositions.com

### Exhibitor information and billing address

Gallery

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Owner

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Street

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Postal code, City

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Country

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Phone

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Email

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Contact person

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Mobile

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Internet

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### Positions (max. two artists)

Artist 1

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Artist 2

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Herewith we agree to the enclosed participation and exhibition conditions in its entirety.

**Deadline: 19 September 2017**

**Location Paper Positions:**

Alte Bayerische Staatsbank Munich  
Kardinal-Faulhaber-Str. 1  
80333 Munich

Date: 26 - 29 September 2017

### Wall options

4,00 linear metres wall space:  
3.500 € excl.VAT\*

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5,00 linear metres wall space:  
xx € excl.VAT\*

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6,00 linear metres wall space:  
xx € excl.VAT\*

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Wall height: approx. 280 cm.

All rates are incl. our standard services (lighting, catalogue, printed matters, storage etc.) mentioned in our general terms and conditions.

Sending of the application forms does not constitute an explicit invitation of the gallery to PAPER POSITIONS, nor does it imply a right to admission.

\* Companies with head office in Germany pay 19% VAT; companies with head office in the EU which can present a valid VAT registration number (VAT number) do not pay VAT. Companies from non-EU countries do not pay VAT if they can present a certificate from the relevant tax office stating that they are commercially active.

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City, Date

Signature, company stamp

## GENERAL TERMS AND CONDITIONS

From 26 - 29 October 2017 POSITIONS BERLIN GmbH organizes PAPER POSITIONS MUNICH. PAPER POSITIONS is an independently organized exhibition and fair platform for contemporary and modern art with the focus on the medium paper.

For participation in PAPER POSITIONS you have to apply by using the attached application form. This must be sent to the POSITIONS BERLIN office - completely, honestly filled in and signed - by post or scanned in by e-mail. When sending the application, you are declaring your intention to participate in PAPER POSITIONS. The dispatch or handing out or the sending of a corresponding online-link of the application forms by the organizer does not constitute an explicit invitation of the gallery to PAPER POSITIONS, nor does it imply a right to admission.

After participation in the event has been confirmed by POSITIONS Berlin the contract becomes valid. The contract is concluded between the applicant and the organiser of the art fair Positions Berlin GmbH, in the following named as Positions Berlin.

Application deadline: 19 September 2017

Applications that are received after this date cannot be considered.

On signing the application, the applicants accept the general terms and conditions and the additional conditions of participation and exhibition in the following.

Conditions of Participation and Exhibition:

### 1. Organizer

PAPER POSITIONS is organized by the Positions Berlin GmbH  
Positions Berlin GmbH  
Potsdamer Straße 81a  
10785 Berlin

### 2. Application

Application can only be made with the attached application form. This must be sent to the POSITIONS BERLIN office by post or scanned in (info@paperpositions.com) by 19 September 2017.

### 3. Exhibited artworks

All presented artworks have to consist either completely or partially paper as material or broach the issue of the medium paper.

### 4. Dates

Wednesday, 25 October 2017, exhibitors set-up  
Thursday, 26 October 2017, exhibitors set-up and opening reception at 2 pm  
Friday, 27 October 2017, 11 am-7 pm  
Saturday, 28 October 2017, 11 am-7 pm  
Sunday, 29 October 2017, 11 am-6 pm  
Sunday, 29 October 2017, 6-9 pm, dismantling (tbc)  
Monday, 30 October 2017, 10-12 am, dismantling (tbc)

### 5. Participation Fee and Conditions of Payment

Wall space with variable size is available.

4,00 linear metres of wall space (wall height approx. 260 cm), 3.500,- € excl.VAT\*

5,00 linear metres of wall space (wall height approx. 260 cm), ,- € excl.VAT\*

An application fee is not collected.

\* Companies with head office in Germany pay 19% VAT; companies with head office in the EU which can present a valid VAT registration number (VAT number) do not pay VAT. Companies from non-EU countries do not pay VAT if they can present a certificate from the relevant tax office stating that they are commercially active.

### Conditions of Payment:

The amount must be transferred within 14 days of receipt of invoice, otherwise a participation at PAPER POSITIONS is not possible!

Together with the concluded contract, you will receive a detailed invoice. Please note that POSITIONS Berlin only accepts transfers onto the business account. All bank fees and transfer charges are borne by the event organiser.

## 6. Positions Berlin Services

- Organising the art fair PAPER POSITIONS with opening reception on 26 October 2017, at Alte Bayerische Staatsbank, Kardinal-Faulhaber-Str. 1, 80333 Munich
- Hiring the wall space incl. lighting and storage
- Advertisements in international art magazines
- Inclusion on the website paperpositions.com
- Personal invitation management and newsletter
- Guided tours for collectors and curators
- Press relations
- Catalogue and printed matters for each exhibitor
- Affiliate programs with our online partners
- Social Media Marketing on Facebook, Twitter and Instagram

## 7. Withdrawal from Contract

POSITIONS BERLIN is entitled to withdraw if:

- a) the conditions and deadlines of payment agreed under clause 5 are not adhered to;
- b) the organiser has an important cause. For example, if an admissible application to initiate insolvency proceedings was made on the exhibitor's assets or those made available to the gallery, or such an application is rejected due to the lack of assets, or insolvency proceedings have been initiated. The organiser must be informed of the above immediately.

## 8. Insurance and Exclusion of Liability

POSITIONS BERLIN guarantees access control to the art fair for the entire duration of the art fair and during set up and dismantling without assuming liability for loss or damage. Therefore, it is urgently recommended to take out commercial third party liability insurance cover.

POSITIONS BERLIN is not liable for damages suffered by persons or items in or at the art fair location. In no event is it liable for damage caused by natural hazards, accidents, vehicles and theft as well as all other damages. In particular, POSITIONS BERLIN assumes no liability for loss or damage to items brought in or left behind by third parties. The exhibitor undertakes to comply with and adhere to all legal, official, job-specific or other valid provisions on the prevention of accidents and any other safety provisions while setting up and dismantling his exhibition booth and for the duration of the art fair.

### 8.1. Liability in the event of gross negligence

According to the provisions in paragraphs 8.2 and 8.3, POSITIONS BERLIN is only liable for damage caused intentionally or gross negligently by POSITIONS BERLIN, its legal representatives or managing employees, irrespective of the legal reasons.

### 8.2. Liability for damage caused by vicarious agents

For damages caused by intentional or gross negligent conduct on the part of other vicarious agents, liability is limited to damages that should typically be expected to arise in the context of concluding a contract such as the present one.

### 8.3. Material contractual obligation

With regard to damages that were caused neither intentionally nor gross negligently by POSITIONS BERLIN, its legal representatives or managing employees, POSITIONS BERLIN is only liable if an obligation was violated which is of particular importance for fulfilling the contract in the first place, and which the contracting party generally depends on or can depend on being adhered to (material contractual obligation).

### 8.4. Indemnity liability

Positions Berlin's liability for defects to the hired property regardless of culpability (indemnity liability) is excluded.

### 8.5. Liability for Lack of Promised Features (pursuant to product liability law)

Possible liability for a lack of promised features (pursuant to the product liability law) remains unaffected.

## 9. Force Majeure

In all events of force majeure, POSITIONS BERLIN is entitled to move the art fair to another date or place, to shorten or extend it, or completely cancel it. This does not give rise to any rights on behalf of the exhibitor; in particular, claims for compensation against the organiser.

## 10. Statute of Limitation, Exclusion Deadline

Possible claims against POSITIONS BERLIN must be communicated to POSITIONS BERLIN in writing no later than 14 workdays after the end of the art fair, otherwise the claims become statute bound. Claims that could arise from the participation contract and from any other legal circumstances associated with it become statute bound within six months. The limitation period starts from the moment of possible notice.

## 11. Place of Performance and Legal Venue

Place of performance and legal venue for all reciprocal obligations is Berlin. Only the German version of the provisions and German law apply to the contract.