

NAPLES INTERNATIONAL ART & ANTIQUE FAIR

EXHIBITOR APPLICATION/AGREEMENT

Feb 24 - Mar 1, 2011

Please submit by June 15, 2010 for consideration

Gallery Name _____ Director _____
Address _____ Asst. Director _____
City _____ Telephone _____
State _____ Zip _____ Country _____ Facsimile _____
Email _____ Website _____

This application/agreement (the "Agreement"), when countersigned by both parties, becomes a binding agreement regarding participation in the fine art exhibition in Collier County, Florida known as the Naples International Art & Antique Fair (NIAAF). Application/agreements should be returned to IFAE at the address set forth on the signature page of this Agreement. An application received after this date will not guarantee consideration or placement due to space availability.

Booth Request:

Included in the booth cost: wall-to-wall carpeting, 12'-high hardwall dividers as per fair regulations and standard allocations, exhibitor sign and two catalogue pages. There are mandatory additional fees for booth lighting, required booth decoration, wall covering and cooperative advertising. Extra walls, special walls, walls higher than 12', custom flooring, booth trim, additional signage, furniture, custom drapery, miscellaneous electrical services, shelving, closets, sculpture pedestals, sculpture drayage and labor furnished for exhibitor-supplied materials are available at additional charge. Minimal booth size for furniture, paintings and haute couture jewelry is 300 sq.ft. (27.9 sq.m.).

250 - 449 sq ft: US \$65.00 per sq. ft. 23.23 - 41.71 sq m: US \$714.10 per sq. m.
450 - 649 sq ft: US \$62.50 per sq. ft. 41.81 - 60.29 sq m: US \$687.20 per sq. m.
650 - 799 sq ft: US \$60.00 per sq. ft. 74.32 - 83.52 sq m: US \$660.30 per sq. m.
800 - 899 sq ft: US \$58.00 per sq. ft. 60.39 - 74.23 sq m: US \$638.78 per sq. m.

High Jewelry Price: \$80.00 per square foot / US \$875.50 per square meter

We request a booth size of _____ sq. ft. or _____ sq. m.

We request an agreement of 1 2 3 4 5 years. Contracts of 3 or more years are eligible to serve on Dealer Committee.

Upon countersignature by IFAE this agreement shall be binding on both parties on the same terms and conditions, except for annual date adjustments, for the term indicated above.

Booth sizes indicated on this application are an approximation. Final booth size may vary and will depend on booth design and available floor space for the Exhibition. Final booth size will be charged accordingly at the rate applicable.

Booth prices for multi-year contracts are subject to annual increases not to exceed 10% in the event the Exhibition experiences additional operational costs.

Our proposed exhibition will be primarily:

- | | | | |
|---|---|---|---|
| <input type="checkbox"/> Old Master Paintings | <input type="checkbox"/> Textiles & Carpets | <input type="checkbox"/> High Jewelry | <input type="checkbox"/> Estate Jewelry |
| <input type="checkbox"/> 19th Century Paintings & Sculpture | <input type="checkbox"/> Antiquities | <input type="checkbox"/> Clocks & Watches | <input type="checkbox"/> Silver |
| <input type="checkbox"/> 20th Century Paintings & Sculpture | <input type="checkbox"/> 18th Century Furniture | <input type="checkbox"/> 19th Century Furniture | <input type="checkbox"/> 20th Century Furniture |
| <input type="checkbox"/> Books, Manuscripts & Maps | <input type="checkbox"/> Oriental Art | <input type="checkbox"/> Tribal Art | <input type="checkbox"/> Coins & Medals |
| <input type="checkbox"/> Other | | | |

Brief description _____

Deposit Requirements

Please remit a deposit of US \$5,000 with this application for booth space. US checks should be made payable to "IFAE" and delivered to IFAE at the address set forth on the signature page of this Agreement. Overseas wire transfer transactions should be made in US dollars to: Bank of America, ABA#: 026009593, Swift Code BOFAUS3N to credit the account of IFAE, 229029486596. Please include gallery name to ensure proper credit. No space will be reserved without receipt by IFAE of the required deposit. If IFAE is unable to accept your application, a full refund of the deposit will be issued.

Enclosed is our deposit of US \$5,000 related to this application. This deposit is to be applied toward exhibit booth fees.

CREDIT CARD INFORMATION

Please charge the deposit of US \$5,000 to our credit card.

Visa MasterCard American Express Card Number _____ Expires (mm/yy) _____

Name on Card (please print)

Authorized Signature

Date

APPLICATION/AGREEMENT TERMS AND CONDITIONS

This Agreement is between _____ (hereinafter referred to as the "Exhibitor") and International Fine Art Expositions, A Florida Limited Liability Corporation (hereinafter referred to as "IFAE"). The terms and conditions of this Agreement (and any addenda attached hereto) shall be the terms and conditions applicable to Exhibitor's lease of booth space at the Exhibition from IFAE, such Exhibition to be located at the International Pavilion in Naples, Florida, during the dates of February 24 - March 1, 2011 and/or such dates as may be modified or scheduled by IFAE in 2011 or in future years of a multi-year agreement. The terms and conditions of this Agreement shall also cover any additional days required for Exhibitor to move-in and move-out of the booth space at the Exhibition. Now therefore, in consideration of the terms and conditions contained herein, and other valuable consideration, the receipt of which each party acknowledges, Exhibitor and IFAE agree as follows:

1. IFAE strictly relies on all representations made by the Exhibitor in the fair Application/Agreement as well as adherence to all Rules and Regulations which are part of this Agreement. If representations are incorrect or untruthful or Exhibitor fails to observe the Rules and Regulations contained herein, IFAE reserves the right to immediately terminate this contract without refund and/or further obligation to the Exhibitor.
2. Exhibitor hereby leases the booth space at the rental price (both subject to adjustment as stated herein) described on page 1 of the Agreement, exclusive of applicable state and local taxes, plus decoration, cooperative advertising charges and other costs and charges as set forth below, all of which additional costs and charges shall be invoiced directly to Exhibitor and considered to be additional rent due to IFAE hereunder. All payments made pursuant to this Agreement shall be made exclusively in US currency. Payments made hereunder may be made by cash, credit card, check drawn on a US bank or bank wire transfer.
3. IFAE does not guarantee specific booth placements, booth configuration or booth square footage. IFAE reserves the right to make changes in booth assignments, booth placements, booth square footage and/or booth configuration within the Exhibition at its sole discretion at any time. The design and placement of booths shall be controlled and approved by IFAE exclusively, in its sole discretion. Furthermore, IFAE does not represent warrant or guarantee the final square footage of any booth space leased hereunder, it being expressly understood by Exhibitor the actual square footage of a booth leased hereunder shall be unknown until a final floor plan is received by IFAE. Should the final floor plan received by IFAE (depicting the actual booth size to be leased to Exhibitor) differ from the approximate booth square footage stated herein, the final floor plan shall control and same shall be deemed to amend and supplement this Agreement so that the square footage of the booth size depicted in the final floor plan shall replace the approximate square footage stated herein, and the rental payments hereunder will be adjusted accordingly.
4. The balance of the rental price (i.e. less the deposit already received by IFAE) shall be paid by Exhibitor in three equal installments, the first of which is due one hundred eighty (180) days prior to the start date of the Exhibition, the second of which is due one hundred twenty (120) days prior to the start date of the Exhibition, with the final payment being due sixty (60) days prior to the start date of the Exhibition. In the event Exhibitor fails to make any such scheduled payments and/or if any payment due hereunder is delinquent more than five (5) calendar days past the due date, the Exhibitor's booth location may be assigned to a non-preferential area or any other area at the sole discretion of IFAE and a late charge of \$1.00 per square foot service charge will be added to the delinquent payment.
5. In the event that Exhibitor fails to make rental payments as agreed herein or breaches any term or condition contained herein, Exhibitor shall be in default hereunder, and IFAE shall have the right to retain Exhibitor's deposit and all other monies paid hereunder, and reserves any other remedies it may have in law or in equity with respect to any default by Exhibitor hereunder. In the event of default by Exhibitor, IFAE shall have the right, but not the obligation, to lease the subject booth space to another exhibitor prior to the Exhibition. In the event IFAE is unable to lease all of the defaulting Exhibitor's booth space, Exhibitor shall remain liable for the full balance due under the terms of this Agreement, including any IFAE cooperative advertising fees, lighting and decorating fees, together with all costs of collection, including but not limited to, all reasonable attorneys' fees, court costs and interest. In addition to any other defaults enumerated herein, Exhibitor shall be in default hereunder if Exhibitor fails to observe or perform any of the other terms, covenants and conditions of this Agreement (or any other supplemental documents incorporated herein such as the Exhibitor Manual as referenced below) and such default shall continue for more than fifteen (15) days after written notice from IFAE to Exhibitor. Exhibitor shall have ten (10) days after written notice from IFAE to cure any monetary default. IFAE shall have all remedies available to IFAE at law and in equity in the event of Exhibitor's default under this Agreement, which remedies are cumulative and not mutually exclusive, including, but not limited to, the right of acceleration. In the event of such default, IFAE may recover from Exhibitor damages computed in accordance with the following formula, in addition to its other remedies: (a) any unpaid rent and other sums due under this Agreement which have been earned at the time of such default or termination; plus (b) the unpaid rent and other sums due under this Agreement for the balance of the term after the time of default; plus (c) any other amount necessary to compensate IFAE for all the detriment proximately caused by Exhibitor's failure to perform its obligation under this Agreement or which in the ordinary course of things would be likely to result therefrom, including, attorneys' fees and costs; plus (d) at IFAE's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of the State of Florida; plus (e) interest thereon at eighteen percent (18%) per annum.
6. Exhibitor agrees to abide by the aesthetic standards set forth by IFAE or as determined or promulgated by the organizers of the Exhibition, and Exhibitor agrees to be bound by all rules, regulations, terms and conditions contained in the Exhibitor's Manual, to be supplied to Exhibitor after this Agreement has been executed by IFAE and Exhibitor.
7. This Agreement when signed by Exhibitor shall constitute an agreement for exhibit space in IFAE but only when duly countersigned by IFAE or its agents and representatives. It is subject to review and approval by IFAE or its agents and representatives who reserve the right to reject any application for any reason. All applications will be accepted only in writing by IFAE and such decisions are at the sole discretion of IFAE. There exists no obligation by IFAE to any applicant until a completely executed Agreement has been signed by both the Exhibitor and IFAE.
8. Walls, lighting, fabric, design, labor, etc., are all furnished by IFAE to guarantee uniformity of overall design of the Exhibition. The booth will be integrated into the overall design of the Exhibition.
9. Included in the rental price of the booth shall be: wall-to-wall carpeting, 12'-high hardwall dividers as per fair regulations and standard allocations, exhibitor sign, and two catalogue pages. There are mandatory additional fees for booth lighting, required booth decoration, wall covering and IFAE cooperative advertising, all of which additional fees and costs shall be invoiced separately to Exhibitor and shall be in addition to any other rental fees and sums due hereunder. IFAE cooperative advertising fee is US \$4,000 for booths 350 sq. ft./33 sq. m. and greater, or US \$3,000 for booths less than 350 sq. ft./33 sq. m. Extra wall, special walls, walls higher than 12', custom flooring, booth trim, miscellaneous electrical services, additional signage, furniture, custom drapery, shelving, closets, sculpture pedestals, sculpture drayage and labor furnished for exhibitor-supplied materials are available at additional charge. Prices are outlined in the Exhibitor Manual. As a guide, such decoration costs are estimated at 25% of the booth rental price but actual costs can only be given when booth design is agreed between Exhibitor and IFAE. Exhibitor accepts that 25% is only an estimate and agrees to pay full costs of booth decoration and lighting, which costs shall be invoiced separately to Exhibitor and shall be in addition to any other rental fees and sums due hereunder.
10. All Exhibitors displaying jewelry should verify requirements regarding individual booth security with their product liability insurer. All Exhibitors displaying jewelry are required by IFAE to order a safe for their booth. Details of safe procurement for the Exhibition are set forth in the Exhibitor Manual, which shall be provided under separate cover to Exhibitor as aforesaid. All individual booth security must be arranged through IFAE operations department. All fees associated with individual booth security are the sole responsibility of each Exhibitor.

11. Exhibitors in IFAE will be vetted. Exhibitor agrees to abide by all vetting rules as may be set forth by IFAE and the subsequent decisions of the Vetting Committee with regard to all proposed exhibitions at IFAE.

12. By execution of this Agreement, Exhibitor acknowledges and accepts the Rules and Regulations set out in Addendum A and attached hereto. The Exhibitor promises to abide by the Rules and Regulations contained in this Agreement and such further rules and regulations as may be implemented by IFAE and/or its Dealers' Advisory Committee governing the terms of the Exhibition. Exhibitor's use of the booth space and the Exhibition premises shall be subject at all times to those rules and regulations adopted by IFAE.

13. The liability of IFAE for failure to perform its obligations under this Agreement is limited to a refund of the Exhibitor's deposits paid hereunder. In the event IFAE shall be in default hereunder in any respect, such default shall not give rise to any rights or remedies in Exhibitor unless and until such default shall continue for more than thirty (30) days after IFAE's actual receipt of written notice thereof from Exhibitor (or, as to defaults not susceptible of being cured within such thirty-day period, IFAE fails to commence the cure thereof within such period and thereafter diligently prosecute the same to completion). Further, if IFAE is delayed or prevented from performing any of its obligations under this Agreement by reason of strike or labor troubles or any cause whatsoever beyond IFAE's control, the period of such delay or such prevention shall be deemed added to the time herein provided for the performance of any such obligation by IFAE, or IFAE, in its sole discretion, may cancel this Agreement and the parties hereto shall be released of all further obligations and liabilities each may have to the other.

14. Neither IFAE, nor the lessor of the Exhibition facility, will accept any responsibility for the well-being of any art and materials consigned to or in the possession of any Exhibitor during the Exhibition. The Exhibitor waives any and all claims against IFAE, its contractors, agents, employees, invitees and licensees and the lessor of the Exhibition facility for loss, theft, damage, or destruction by fire, water or otherwise, of any art work, crates, packing materials, or any other items of Exhibitor, on the Exhibition premises at any time as well as for injury to itself, its agents, servants and/or employees while on the Exhibition premises, and for any damage of any nature including damage to its business by reason of the failure to provide booth space for its exhibit or for any failure to hold the Exhibition as scheduled. All Exhibitor's personal property of every kind of description which may at any time be in the booth space or on the Exhibition premises shall be at Exhibitor's sole risk, or at the risk of those claiming under Exhibitor, and IFAE shall not be liable for any damage to said property or loss suffered by the business or occupation of Exhibitor caused in any manner whatsoever, including theft. IFAE shall not be liable for any such injury or damage caused by other exhibitors or any other person(s) either on the Exhibition premises or elsewhere. IFAE shall not be liable for any latent defect in construction. IFAE shall not be responsible for damage or loss of property of Exhibitor kept or stored on the Exhibition premises no matter how caused.

15. Exhibitor agrees to indemnify and hold IFAE, its employees, agents, invitees, licensees and contractors, and the lessor of the Exhibition facility, harmless for any claims arising out of negligence of Exhibitor, its agents, or employees. Exhibitor must remain with all artwork and other items, and/or their freight, until the designated shipper has removed same from the Exhibition premises. In addition to the foregoing, Exhibitor agrees to indemnify and save IFAE harmless from and against any and all claims and demands for, or in connection with, any accident, injury or damage whatsoever caused by any person or property arising directly or indirectly, out of the business conducted in or the use and/or occupancy of the Exhibition premises, booth space or any part thereof, or arising directly or indirectly, from any act or omission of Exhibitor or any concessionaire or sub-exhibitor or their respective licensees, servants, agents, employees, contractors or invitees, and from and against any and all cost, expense and liabilities incurred in connection with any such claims and/or proceedings brought thereon. The general liability coverage maintained by Exhibitor pursuant to this Agreement shall specifically insure the contractual obligation of Exhibitor as set forth in this section and/or as provided in this Agreement.

16. Exhibitor must carry worker's compensation, commercial general liability, personal injury and blanket contractual liability insurance at limits of at least \$1,000,000 per occurrence and \$2,000,000 per aggregate. These coverages must be evidenced by a certificate of insurance with a 30-day notice of cancellation provision to the insured and naming IFAE and the International Pavilion as additional insured and to be provided at least thirty (30) days before the proposed Exhibition start date. It is strongly recommended Exhibitor also carry insurance to cover loss, damage, or injury to any property of the Exhibitor or to any of his officers, agents, employees or contractors, whether attributable to accident, fire, theft or any other cause whatsoever. While IFAE may provide security guards, it is done solely as an accommodation to Exhibitor. Exhibitor expressly agrees to save and hold harmless IFAE, the lessor of the Exhibition facility, their management, agents, employees, licensees, invitees and contractors from any and all claims, liabilities and losses for injury to persons (including death) or damage to property arising in connection with Exhibitor's use of the booth space and the Exhibition premises, and in connection with security personnel provided by IFAE.

17. Exhibitor shall make no assignment or subletting nor shall Exhibitor enter into license or concession agreements or mortgage or hypothecate this Agreement or Exhibitor's interest in and to the booth space or Exhibition premises or any part thereof or permit any other party to conduct business or manage the booth space or control the operation thereof (hereinafter collectively referred to as "Transfer"), without the prior written consent of IFAE, which consent may be granted or withheld at IFAE's sole discretion. Consent by IFAE to any Transfer shall not constitute a waiver of the necessity for such consent to any subsequent Transfer. Any Transfer by Exhibitor in accordance with this section shall be only for the purpose and use hereinabove specified and for no other purpose, and in no event shall any Transfer release or relieve Exhibitor from any obligations under this Agreement. Any permitted transferee shall assume Exhibitor's obligations hereunder and shall deliver to IFAE an assumption agreement in form satisfactory to IFAE within five (5) days after the effective date of the Transfer. Exhibitor agrees to pay IFAE's attorneys' fees incurred in connection with the review and/or preparation of any documents in connection with any Transfer, and in the event of a Transfer for rentals in excess of those rentals reserved hereunder, Exhibitor shall pay all of such excess rent to IFAE. Any attempt Transfer without IFAE's consent shall not be binding upon IFAE and shall confer no rights upon any third person.

18. The following additional covenants, terms and conditions are incorporated herein and made a part hereof:

Typed or handwritten covenants, terms and conditions contained in this Agreement shall supersede and control over conflicting pre-printed covenants, terms and conditions.

18. All sums of any kinds and character not paid by Exhibitor on their due date shall bear interest at 18% per annum unless otherwise provided specifically to the contrary herein. If IFAE advances any funds to cure any default by Exhibitor or performs any obligation on behalf of Exhibitor which requires an expenditure, Exhibitor shall be obligated to reimburse IFAE, immediately upon demand therefore, for all such advances and expenditures, together with an administrative/overhead charge equal to 15% of the amount thereof, plus interest thereon at 18% per annum from the date such funds are advanced or such expenditure is made. Should Exhibitor fail to pay when due any installment of rent or any other sum payable to IFAE under the terms of this Agreement, then, at IFAE's option, a charge equal to five (5%) percent of the amount due shall be imposed to compensate IFAE for its administrative costs in dealing with such late payment. Unless otherwise expressly provided herein, any consent or approval of IFAE may be granted or withheld by IFAE in IFAE's reasonable discretion.

19. Regular Price and Cash Discount Price: Prices contracted herein reflect a cash discount of 3%. Payments made by cash, check, or wire transfer are considered cash payments. Regular prices for all contracted space are 103% of the cash price and the regular price may be paid by credit card. The

Exhibition reserves the right to accept only credit cards of its designation at any time and/or to terminate acceptance of any and all credit cards for booth payments at any time. Such termination shall have no effect upon the respective party's financial obligations hereunder.

19. Whenever notice shall or may be given to either of the parties by the other, each such notice shall be by registered or certified mail with return receipt requested, at the respective addresses of the parties as contained herein or to such other address as either party may from time to time designate in writing to the other. Any notice under this Agreement delivered by mail shall be deemed to have been given three (3) days after it is placed in the mail with sufficient postage prepaid. This Agreement contains all of the agreements between the parties hereto, supersedes all prior and/or contemporaneous agreements and understandings and it may not be modified in any manner other than by an agreement in writing signed by all the parties hereto or their successors in interest. The terms, covenants, and conditions contained herein shall inure to the benefit of and be binding upon IFAE and Exhibitor and their respective heirs, personal representatives, successors and assigns, except as may be otherwise expressly provided in the Agreement. Exhibitor acknowledges that neither IFAE nor any broker has made any representations to or agreements with Exhibitor which are not contained in this Agreement. All obligations of Exhibitor which are or may be intended by their nature to be performed and/or complied with after the expiration or earlier termination of this Agreement shall survive such expiration or termination. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be determined by a court of competent jurisdiction to be held illegal, invalid or unenforceable, then same shall be deemed deleted from this Agreement as if never included herein; but the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

20. This Agreement is governed solely by the laws of the State of Florida. In the event of any and all litigation arising from this Agreement, the parties hereby agree that the sole venue for all legal action shall lie exclusively in the appropriate Courts of Lee County, Florida. The parties agree to waive trial by jury in any and all litigation arising from this Agreement. In the event of any arbitration or litigation between the parties under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, in the arbitration and at both trial and appellate levels. The parties have participated jointly in the negotiation and preparation of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The parties intend that each covenant, term and condition contained herein shall have independent significance. If any party has breached any covenant, term or condition contained herein in any respect, the fact that there exists another covenant, term or condition relating to the same subject matter (regardless of the relative levels of specificity) which the party has not breached shall not detract from or mitigate the fact that the party is in breach of the first covenant, term or condition. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. IFAE may, in its sole and absolute discretion, waive any covenant, term or condition or the breach thereof contained herein, however, no covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of IFAE, and any waiver of the breach of any covenant, term or condition contained herein shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. This Agreement shall bind both IFAE and Exhibitor and their assigns or successors, and the heirs, assigns, administrators, legal representatives, executors or successors as the case may be. This Agreement shall not take effect and there shall be no obligation by either party unless it is countersigned by IFAE. It shall be effective on the date countersigned by IFAE. This Agreement is fully or partially assignable by IFAE in its sole discretion .

21. Upon acceptance by IFAE and countersignature of this document, a copy will be returned to the Exhibitor. This Agreement is not subject to cancellation or modification after execution and countersignature, except by mutual written agreement between the parties hereto. Failure of Exhibitor to return a signed Agreement to IFAE within 30 days of acceptance will result in a forfeiture of the previously furnished application deposit. Exhibitor agrees to be bound unconditionally by the IFAE rules and regulations as may be set forth by IFAE in addition to those set out in Addendum A.

22. This Agreement, its terms and conditions, and the discussions, writings and negotiations of the parties hereto prior to the effective date of the Agreement, and the terms and conditions of any addenda prepared in connection with this Agreement (collectively the "Confidential Information"), shall not be disclosed to any third parties for any reason whatsoever and the parties hereto shall keep all Confidential Information and any matters relating to this Agreement, and any addenda prepared in connection with this Agreement confidential and shall not make any disclosures thereof, except for legal, accounting or tax purposes, or as required by law. The barred disclosures referred to in this section include any such disclosures by oral communication, written communication, television, audio, press, wire, internet and all other media. The terms and conditions of this Paragraph shall survive the termination or cancellation of this Agreement. Exhibitor agrees and acknowledges that the Confidential Information, as it exists from time to time, is a valuable, special and unique asset of IFAE and that the terms and conditions of this Paragraph are reasonable and necessary to protect the legitimate business interests of IFAE. Exhibitor hereby acknowledges a violation or threatened violation of the terms and conditions of this Paragraph, either by Exhibitor or Exhibitor's employees, agents and representatives, would cause irreparable injury to IFAE, for which damages would be inadequate compensation. Accordingly, Exhibitor acknowledges, consents and agrees that in the event of any such violation or threatened violation, IFAE shall be entitled to commence an action for any preliminary, temporary and permanent injunctive relief and other equitable relief and it shall be entitled to any such relief without the necessity of alleging or providing actual damages, irreparable harm or lack of adequate remedy at law and without posting a bond, and IFAE shall further be entitled to such other rights and remedies it may have at law or in equity, which rights and remedies shall be cumulative and in addition to any other rights or remedies available to IFAE.

I/We have read this Agreement on behalf of Exhibitor in its entirety, including the Rules and Regulations set out in Addendum A, and as agents of Exhibitor, agree that Exhibitor shall be bound by the terms and conditions herein.

Name (Please print)

Title

Authorized Signature

Date

Accepted by IFAE

Date

MAIL ORIGINAL COPY TO: IFAE, 27598 Riverview Center Blvd. Bonita Springs, FL 34134 • 239 949 5411 • Fax 239 949 5482

Addendum A - Rules and Regulations

1. General Information: Location of the Exhibition is at the International Pavilion, Naples, Florida. Exposition Hours and/or Preview is subject to modification at the discretion of IFAE.
2. Accuracy of Information: In the event any Exhibitor shall submit false information whatsoever, or attempt to exhibit artwork not specified on the Exhibitor's Application, IFAE reserves the right to cancel the Exhibitor's Agreement at any time, and retain any monies paid as liquidated damages.
3. Other Available Services & Technical Information: Detailed information such as shipping instructions, customs requirements, warehousing facilities and order forms for additional walls, wall covering, booth trim, furniture, lights, telephones, floral, hotels and other services will be included in the Exhibitor Manual which will be provided to Exhibitor after Agreement is countersigned by IFAE.
4. General Appearances: The Exhibition shall have an approved look. All walls, wall coverings, floor covering, signage, furniture, and lighting must be approved by IFAE.
5. Sub-Contractors: All sub-contractors employed must be approved in writing by the IFAE operations department prior to entering the Exhibition premises.
6. Security: A 24-hour security guard service is provided to prevent entry to the Exhibition area by anyone not authorized by IFAE or not wearing proper badges for admission to such areas. The security service supplied does not guarantee Exhibitor security against loss, theft or other mischief and does not imply an assumption of liability for the loss, destruction, theft or vandalism of any of Exhibitor's property or injury to any of Exhibitor's personnel, agents or employees. Security passes with an authorized signature and/or passes issued by IFAE must be utilized. The above is for the protection of all Exhibitors and shall not be construed as any guarantee or indemnification whatsoever to Exhibitor against loss or theft or otherwise, nor does it imply an assumption of liability by IFAE with respect to Exhibitor's property.
7. Authenticity: Should the authenticity of any work of art be placed in issue during the course of the Exhibition, IFAE reserves the right to have said work withdrawn from the Exhibition at the request of the Vetting Committee and/or IFAE. All such decisions are at the sole discretion of the Vetting Committee and/or IFAE. All Exhibitors are strictly accountable for the authenticity of the works of art that are shown or sold at the Exhibition. Exhibitor shall indemnify and hold IFAE harmless against any claims whatsoever made with regard to the authenticity of any work, with regard to any misrepresentation of any irregularity made with respect to the sale of any artwork at the Exhibition, as well as any expenses incurred by IFAE, including attorney's fees.
8. Catalogue: An official catalogue is to be published for IFAE. No claims can be entertained with respect to errors or omissions in the catalogue. The Exhibitor shall be responsible for the content of the entries and for any damages claimed through the publication thereof. Exhibitor may be restricted to a maximum number of pages in the catalogue.
9. Promotional Activities: Cinema, video, audio, printed material and posters are not permitted at IFAE.
10. Special Wall Arrangements: Any alterations in booth structure must be approved in writing by IFAE and will be at the expense of the Exhibitor. Request for additional wall partitions, wall coverings or special wall arrangements other than the standard amount furnished shall be submitted to the IFAE office no later than the scheduled dates as outlined in the Exhibitor Manual.
11. Restrictions: Signage: All signage for IFAE must be standard, as set forth in the Exhibitor Manual . No Exhibitor will be allowed to mount, display or post non-uniform signage without prior written approval. No signs or banners extending beyond the limits of Exhibitor's booth will be allowed unless confirmed in advance in writing by IFAE. Furniture: All furniture must be standard, as set forth in the Exhibitor Manual. No additional furniture, displays, storage units or similar furnishings will be allowed without prior written approval by IFAE.
12. General Remarks: Special Exhibition badges must be worn by Exhibitor's staff. All verbal agreements, individual permits and special arrangements must be confirmed in writing. No food will be allowed outside the designated eating areas. Violation of the above Rules and Regulations may lead to Exhibitor expulsion without refund of monies paid under this Agreement.

Initial Here

Date