

---

# Rules and Regulations

## 1. Definitions

In this contract, unless the context specifies otherwise:

1.1 “Organizer” means the organizer named herein as the Contemporary Art Galleries Association (AGAC) whose place of business is situated at 372 Sainte-Catherine Street West, Suite 318, Montreal (Quebec) H3B 1A2 and all the persons for which AGAC is legally responsible;

1.2 “Exhibitor” means the gallery as well as all the persons for which the gallery is legally responsible;

1.3 “Event” means the Papier Contemporary Art Fair, also known as Papier;

1.4 “Term” means the date of the Event, that is November 24 to 28, 2021;

1.5 “Building” means the Grand Quay of the Port of Montreal, where the Event will take place;

1.6 “Premises” means Terminal 1 of the Grand Quay of the Port of Montreal, where the Event will be located.

## 2. Conditions

These conditions govern the participation of the Exhibitor in the Event. The Exhibitor agrees to be bound by and comply with the terms of this contract and the general conditions of exhibition herein. The Organizer reserves the right to waive complying with, and/or to amend, modify, and reformulate, or add to, from time to time, the conditions stipulated in the contract, whether generally or in a particular case.

The Organizer may grant a waiver of one or more of these conditions, at the Organizer’s sole and absolute discretion, but such a waiver shall only be valid if given to the Exhibitor in writing.

## 3. Eligibility

Only a private Canadian gallery, namely a business whose principal activities are the commerce of contemporary art and artist representation, may submit an application. All galleries that meet the eligibility criteria may submit an application. A gallery does not need to be a member of AGAC to participate in the Event.

### 3.1 Selection Criteria

Applications shall be evaluated based on the following criteria:

- The gallery intends to present professional contemporary artists whose practices are current.
- The gallery intends to present works of contemporary art from the primary market.
- The gallery has presented a program of relevant exhibitions in the past twenty-four months (in its own gallery or in other spaces).
- The gallery has participated in at least one other fair in the past three years. (It is understood that galleries founded less than three years ago are not required to have participated in a fair).

The quality of the application, as well as the reputation and business practices of the gallery shall also be taken into consideration when assessing the application.

### 3.2 Selection Process

The Organizer reserves the right to accept or reject the applications at the Organizer’s sole discretion. The Organizer may, at its discretion, rely on a selection committee consisting of independent experts in the art milieu and peers recognized for their knowledge of the Canadian art market, as well as their professional experience and integrity. The Organizer shall inform the Exhibitor regarding the Exhibitor’s acceptance or rejection in writing.

If the Exhibitor’s application is not accepted, a non-refundable administrative fee of \$250 (+ taxes) shall be deducted from the deposit, and the balance shall be refunded within 30 days of receiving the rejection notice.

## 4. Registration, Fees and Payments

### 4.1 Content of Application

To participate in the Event, the Exhibitor shall submit the application to the Organizer no later than June 4, 2021. Only the duly completed, official, online registration form shall be accepted, accompanied by the deposit and the contract for participation.

#### 4.2 Fees

All the amounts in this contract are listed in Canadian currency. The applicable taxes are those of the province of Quebec (GST and QST).

Fee for a regular booth: \$6,000 + taxes

Fee for a small booth: \$3,800 + taxes

Fee for a virtual booth: \$1,500 + taxes

The fees for physical booths also include the participation in a virtual booth and a limited access to Collecting - the App.

The payment shall be made in three instalments. The amounts of the instalments are described in the Schedule of Payment in Section 4.4.

#### 4.3 AGAC Member Discount

Regular members of AGAC receive a discount of \$500 on the regular booth fee, a discount of \$300 on the small booth fee, and a discount of \$250 on the virtual booth fee. Junior and Associate members of AGAC receive a discount of \$400 on the regular booth fee, a discount of \$200 on the small booth fee, and a discount of \$150 on the virtual booth fee.

To receive the AGAC member discount, the membership status must be renewed for 2021, and the annual contribution must be paid in full when submitting the application. If these requirements are not met, the Organizer shall charge the regular fees.

#### 4.4 Schedule of Payment

	Date	AGAC Regular Member	AGAC Junior and Associate Member	Non-member
Regular booth (taxes included)		\$ 6,323.63	\$ 6,438.60	\$ 6,898.50
<u>First instalment</u>	June 4, 2021 (deposit)	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
<u>Second instalment</u>	July 23, 2021	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
<u>Third instalment</u>	October 1, 2021	\$ 2,323.63	\$ 2,438.60	\$ 2,898.50
<hr/>				
Small booth (taxes included)		\$ 4,024.13	\$ 4,139.10	\$ 4,369.05
<u>First instalment</u>	June 4, 2021 (deposit)	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
<u>Second instalment</u>	July 23, 2021	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
<u>Third instalment</u>	October 1, 2021	\$ 1,024.13	\$ 1,139.10	\$ 1,369.05
<hr/>				
Virtual booth (taxes included)		\$ 1,437.19	\$ 1,552.16	\$ 1,724.63
<u>First instalment</u>	June 4, 2021 (deposit)	\$ 500.00	\$ 500.00	\$ 500.00
<u>Second instalment</u>	July 23, 2021	\$ 500.00	\$ 500.00	\$ 500.00
<u>Third instalment</u>	October 1, 2021	\$ 437.19	\$ 552.16	\$ 724.63

#### 4.5 Methods of Payment

The Organizer accepts cheques and VISA and MASTERCARD credit cards. In the case of payment by cheque, the cheque shall be made payable to the Association des galeries d'art contemporain or AGAC and mailed to the following address:

Association des galeries d'art contemporain – AGAC  
372 Sainte-Catherine Street West, Suite 318  
Montreal, QC, H3B 1A2

In the case of payment by credit card, the Organizer shall contact the Exhibitor by phone to obtain the credit card information. Credit card numbers shall not be provided by email or in the online form for obvious security reasons. The Organizer shall retain the credit card information until the end of the fair. The payments shall be processed automatically on the dates listed in the Schedule of Payment (Section 4.4).

To access the fair, the Exhibitor must have paid in full the fees related to the Exhibitor's participation no later than October 25, 2021. If the Exhibitor is in default of payment, the Exhibitor may be denied access to the booth, and the Organizer may demand payment immediately.

#### 4.6 Late Payments

Any payment owing by the Exhibitor under the terms of the contract and not paid by the due date listed in the Schedule of Payment in Section 4.4 shall accumulate interest—after a period of thirty days—at a monthly rate of 2% (24% annually), in favour of the Organizer, unless the Organizer has previously agreed on a payment arrangement in writing.

## **5. Exhibitor**

#### 5.1 Co-exhibitor

The virtual or physical booth of the Exhibitor shall only be occupied by the Exhibitor as per the conditions of the contract. The Exhibitor shall not sublet or transfer the booth to a third party.

## 5.2 Works Exhibited

The Organizer has the right to request the full details about all the objects presented as artworks, including performances, and reserves the right to prohibit, at the Organizer's absolute discretion, the exhibition of any object that is not deemed acceptable for the Event or the owner of the Premises as its exhibition may expose them to legal prosecution. If the Organizer requests it, whether verbally or in writing, the Exhibitor shall quickly remove any such object from the booth and the Premises of the Event, as per the Organizer's instructions, and/or immediately cover up any such object, as per the Organizer's instructions. If the Exhibitor fails to remove and/or cover up any such object within three hours of receiving notice from the Organizer, the Organizer may cover up and/or remove the object at the expense of the Exhibitor.

In general, the objects authorized at the Event are artworks—including two-dimensional works, sculptures, videos, and installations—that are subject to a health and safety check once installed, including, but not limited to, an inspection by the appropriate authorities. All flames, whether from a candle or other sources, are strictly prohibited on the Premises.

Any exhibition in the Exhibitor's booth or under the control of the Exhibitor that does not conform with the health and safety requirements described in the exhibitor guide or in force on the Premises shall be removed or covered up by the Exhibitor, at the expense of the Exhibitor, as per the verbal or written instructions of the Organizer, or the Exhibitor shall immediately take the necessary steps to ensure that the requirements are met to the satisfaction of the Organizer. If the Exhibitor does not quickly comply with the above, the Organizer has the right to remove and/or cover up the entire exhibition or artwork at the sole expense of the Exhibitor.

The Exhibitor also undertakes to present authentic works from the primary market and to provide the necessary certificates of authenticity upon customer request.

## 5.3 Languages

The Event takes place in Canada's two official languages: French and English. The Exhibitor is responsible for translating all the content in the Exhibitor's physical and virtual booth, including the description of the works, artist statements, and presentation texts. If needed, the Organizer can recommend a contract worker to do the translation.

## 5.4 Corporate Identity

By participating in the Event, Exhibitors understand that they are representing the corporate identity of the Papier Art Fair and shall treat visitors to the fair with respect and diligence.

## 5.5 Complying with Current Health Measures

The Exhibitor agrees to comply with the current health measures and understands that these measures may be subject to change at any time as per public health guidelines. By participating in the Event, Exhibitors understand that they risk being exposed to the coronavirus. If the Exhibitor or a member of his or her team develops symptoms, the Exhibitor agrees to inform the Organizer and to immediately self-isolate at his or her place of residence to minimize the risk of contagion. The Organizer shall not be held responsible for any loss or damage incurred by the Exhibitor.

## 5.6 Collection of data for statistics

By participating in the Event, the Exhibitor agrees to provide data related to the sale of artworks at the fair for statistical purposes to the Organizer. The Organizer agrees to collect this data anonymously.

# **6. Virtual Booth**

## 6.1 Complying with Online Parameters

The Exhibitor shall comply with all the rules, regulations, and parameters concerning the presentation of the gallery's profile and artworks, as described by the Organizer in the exhibitor guides. These parameters include, but are not limited to, the number and quality of the images of the exhibited artworks, the word count in the description fields, the size and format of the gallery's other files. The Organizer reserves the right to delete any image, text, or object online that does not conform with these requirements.

The Exhibitor shall be able to display twenty works at one time on the fair's website. The Exhibitor shall finish entering all the information for the booth by November 17, 2021 at the latest and shall present a minimum of four works in the booth at all times until the official closing time of the Event. Exhibitors shall be prepared to respond in a professional and timely manner to all inquiries regarding their booths for the entire duration of the Event. Exhibitors shall adopt a professional netiquette and answer visitors' emails with respect and diligence.

## 6.2 Booth Visibility

The Organizer reserves the right to decide how or in what order the Exhibitor booths shall be presented on the screen. The Organizer may reconfigure, at any time and without notice, the placement and screen layout of the booths or any other part of the Event online.

## 6.3 Booth Access and Security

The Organizer reserves the right to block access or delete the Exhibitor's profile if the Organizer suspects an infringement or misuse of the site, and in the interest of the wellbeing, safety, and security of visitors.

## 6.4 Access to Collecting - the App.

The Exhibitor shall also have access, for a limited time, to the Collecting app, which shall be linked directly to the virtual booth. The Exhibitor shall be able to display up to twenty concurrent works in the app. The Exhibitor shall finish entering all the information in the app by November 17, 2021 at the latest and shall present a minimum of four works in the app at all times until the official closing time of the Event. Exceptionally, the works shall remain displayed in the app until December 6, 2021.

## **7. Physical Booth**

### 7.1 Location

The location of the Exhibitor's booth is at the sole and absolute discretion of the Organizer. Special requests concerning the location of the booth shall not be considered, and the Exhibitor cannot demand it as a condition for participating in the fair or as a condition of any payment under the terms of the contract.

The Organizer may change the location of any space allocated to the Exhibitor's booth at any time if circumstances should require it as determined by the Organizer at the Organizer's sole and absolute discretion. The Organizer reserves the right to alter the division and layout of the common areas and to move the aisles, entrances, and exits on the Premises of the Event at any time.

### 7.2 Set Up and Take Down

The Exhibitor shall have access to the booth as of 1 p.m. on Wednesday, November 24, 2021. The booths shall be set up during the following time slots: Wednesday, November 24, 2021, between 1 p.m. and 10 p.m., and Thursday, November 25, 2021, between 9 a.m. and 1 p.m. The booth shall be ready for the fair as of 1 p.m. The booths shall be taken down on Sunday, November 28, 2021, between 6 p.m. and 11 p.m. The Exhibitor is responsible for installing and taking down all the objects and artworks. The Exhibitor must provide all the tools needed for the task. The Exhibitor is responsible for the presentation of the artworks. Detailed instructions concerning the set up and take down shall be provided in the first exhibitor guide.

Any damage incurred during the set up and take down is the responsibility of the Exhibitor.

### 7.3 State of the Booth

When leaving the fair after take down, the Exhibitor is required to leave the booth empty and without any waste. If construction materials or bulky waste are left on-site, the Organizer shall charge the Exhibitor for handling the disposal of such waste.

### 7.4 Security

The Organizer shall have security guards posted on-site during the hours that the Premises are occupied, from the first day of the set up to the end of the take down. However, the guards are not responsible for the security of the Exhibitor booths. To ensure the security of the site and exhibited artworks, once the Event begins, no work or object may leave the Premises of the Event without being accompanied by the appropriate pass. The Organizer shall assure the general security of the Event, but the Exhibitor assumes all the risks related to the Event and the Exhibitor's exhibitions.

The Exhibitor is responsible for being present in the booth at all times during the opening hours of the Event.

### 7.5 Electrical Services

The Organizer shall provide the lighting, heating, and air conditioning of the common areas, but shall not be responsible for any complaint resulting from or associated with a power failure or interruption of any service. Exhibitors are not authorized to install their own electrical connections (unless the aforementioned electrical connections plug directly into the power bar available inside the booth). The Exhibitor shall comply with all applicable fire, security, and safety rules and regulations in force at all times.

### 7.6 Wireless Network

The Building is equipped with a public wireless (Wi-Fi) network provided by Telus. The Organizer has no control over this network and assumes no liability for the network performance and any inconvenience that it may cause.

### 7.7 Cleanliness

The Organizer shall be responsible for the cleanliness of the common areas of the Event's site. Exhibitors are responsible for the upkeep of their booths and shall leave their booths in the state in which they found them, except for reasonable wear and tear. In case of loss or damage to the Premises of the Event caused directly or indirectly by the Exhibitors, their employees, representatives, agents, or contractors, the Exhibitors shall be responsible for paying the repair, restoration, or renovation costs. These costs shall be assessed by the Organizer and the owner of the Building and charged to the Exhibitor after the Event.

### 7.8 Alcohol Consumption

No alcohol or alcoholic beverage from the outside shall be permitted in the Building of the Event.

## **8. Image Rights**

The Exhibitor is responsible for paying for and obtaining the rights from all individuals and/or third party rights holders associated with the (physical or virtual) exhibition and/or the sale of any artwork and the publicity and promotion of it, including, but not limited to, the rights of the Organizer to use any name, likeness, biography, or image of an artist, gallery, or artwork provided by or on behalf of the Exhibitor or taken by the Organizer during the Event. Exhibitors represent and guarantee that they hold all such rights.

The Organizer has the right to take and use images of the fair to promote the Event (including all future editions of the Event) and authorizes the participants and third parties to take and use images of the fair for personal and non-commercial purposes, including the right to create, disseminate, use, exhibit, and promote video recordings and stills of the fair, which may include artworks, the name of the artist, the name of the Exhibitor, and/or the gallery and the logos, trademarks, or other materials of the Exhibitor or artist, for which no compensation or approval shall be required.

## **9. Cancellation**

### 9.1 Termination

If the Exhibitor does not respect the payment deadlines, the Organizer has the right to terminate the Exhibitor's participation without refunding any sums already paid and to request the full payment of the booth at the regular price.

The Organizer reserves the right to terminate the participation of any gallery if that gallery provides false information on the registration form or if the Exhibitor does not comply with the conditions of the contract for participation. In such a case, the Exhibitor shall be responsible for the full rental fee of the booth and any additional costs incurred.

#### 9.2 Withdrawal

If the Exhibitor withdraws his or her participation after receiving the acceptance notice, the Exhibitor shall owe the full payment for the booth.

#### 9.3 Event Postponement

In the case of postponement to a later date, the Exhibitor's participation shall be automatically carried over and the fees already paid shall be transferred to the balance of the next participation. If the Exhibitor is unable to take part in the Event, the Exhibitor shall be able to be partially refunded. The amount of the refund is at the discretion of the Organizer and shall be communicated in due course.

#### 9.4 Event Curtailment or Cancellation

In the case of curtailment or cancellation due to a force majeure event, the Organizer has the right to keep the payments made and to claim and collect any late payments.

#### 9.5 Modification of Booth Size Due to Health Measures

If the health measures in effect require the Organizer to modify or reassess the size of the booths at the physical fair, the Organizer shall not be held responsible. The Exhibitor shall not have the right to claim a full or partial refund.

#### 9.6 Cancellation of Physical Participation Due to Health Measures

If the health measures in effect require the Organizer to reduce the number of Exhibitors present at the physical fair, the Organizer undertakes to proceed with due diligence and reassess the applications according to the scores determined by the jury of the fair during the application selection. An Exhibitor whose application cannot be retained for the physical fair shall retain their participation in the virtual fair. The Exhibitor shall receive a partial refund, at the discretion of the Organizer.

## **10. Insurance and Agreement**

#### 10.1 Liability Insurance

The Exhibitor shall be required to have a commercial general liability policy that protects against losses should the Exhibitor be liable for personal injury or property damage to a third party caused by the Exhibitor's business operations at the Event, for a minimum limit of three million dollars. Exhibitors who do not provide proof of their liability insurance by August 27, 2021 shall be automatically charged for the commercial general liability insurance provided by the Organizer.

Exhibitors who would like to obtain the commercial general liability insurance provided by the Organizer shall be able to make this request upon receiving the acceptance confirmation, using the form provided in the first exhibitor guide.

#### 10.2 Loss or Damage

The Organizer shall not be responsible for any property theft, loss, or damage incurred by the Exhibitor or a third party for the property located on the Premises or anywhere else in the Building unless the loss or damage is due to the Organizer's negligence. The Organizer shall not be responsible for any property theft, loss, or damage caused by other Exhibitors, people in the Building, third parties occupying adjacent properties, or the public.

All property of the Exhibitor that is kept or stored on the Premises or anywhere else in the Building shall be kept there at the sole risk of the Exhibitor, and the Exhibitor agrees to indemnify and hold the Organizer harmless from all liability in case of claims for any damage to this property, including all subrogation claims by the Exhibitor's insurer.

#### 10.3 Property Insurance (Artworks)

The Organizer strongly advises Exhibitors to obtain property insurance coverage for damage or loss due to fire, theft, burglary, breakage, leakage, water damage, or other, as well as the risks associated with transporting artworks and other materials to and from the Premises of the Event. The Organizer recommends that every Exhibitor contacts his or her insurer to insure the property at the Event, as well as while it is in transit to and from the Premises of the Event.

In the event that Exhibitors choose not to obtain the insurance coverage mentioned, the Exhibitors understand that their decision not to obtain such coverage shall not increase the Organizer's responsibility in case of theft, loss, or damage.

#### 10.4 Responsibility of the Organizer

In the case of Event cancellation, postponement, extension, or curtailment, or if the use of the fair Premises becomes impossible in full or in part due to the withdrawal, deferment, extension, limitation, or elimination of one of the services provided there, caused by or resulting from events of wars, natural disasters, fires, floods, extreme weather conditions, situations of national emergency such as pandemics, labour disputes, strikes, terrorism or the threat of terrorism, unavoidable accidents, the unavailability of the fair Premises, or any other cause that is beyond the Organizer's control (including force majeure events), the Organizer shall not be held responsible by the Exhibitor for any actions, damages, claims, losses, including, without limitation, consecutive losses (including a revenue shortfall), costs, or fees, whatever they may be, that the Exhibitor may incur, suffer, or undertake following a postponement, curtailment, extension, or cancellation of the Event.

10.5 Indemnification

The Exhibitor shall defend, indemnify, and hold the Organizer harmless from and against all injuries, costs, expenses, responsibility, loss (including the theft of artworks), damages, injunctions, legal proceedings, actions, fines, penalties, and formal notices whatever their nature may be (including reasonable legal fees) (collectively referred to as "claims") made by or for any person, entity, or government authority, arising out of or resulting from any damages or loss sustained on the Premises or in any other part of the Building other than the Premises, whether in connection with the activities of the Exhibitor, any intentional or negligent act on the part of the Exhibitor, or any violation of or failure to meet any obligation that is the responsibility of the Exhibitor under this agreement. This indemnity does not extend to any intentional or negligent acts or omissions on the part of the Organizer. This indemnity will remain in force after the end of the Term, but only for claims arising from events that occur before the end of the Term.

**11. Laws**

11.1 Compliance with the Laws

The Exhibitor shall comply with all the laws, codes, orders, rules, regulations, health and safety requirements applicable at all times for the Term of the Event, including during the set up and take down of the fair.

11.2 Applicable Laws

The present contract is subject to and shall be interpreted in accordance with the laws of the province of Quebec. The courts of the judicial district of Montreal shall have sole jurisdiction over interpreting the terms of the contract and deciding on any litigation between the parties.

///

The Exhibitor hereby agrees to comply with the Fair Rules and Regulations described on pages 1, 2, 3, 4, 5, and 6 of this document, as well as with all other information guides disclosed by the Organizer as part of the Event.

The Exhibitor guarantees that all the information provided in the Exhibitor's application is exact and that all the works submitted for the Event are authentic. The Exhibitor understands that any violation of the contract for participation or of other rules and regulations in force as part of the Event may affect the Exhibitor's participation and may disqualify the Exhibitor from future events of the Organizer.

Signed in \_\_\_\_\_, province of \_\_\_\_\_, on this date \_\_\_\_\_ 2021.

Gallery name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_