

## Exhibition Regulations for Art Basel show in Basel

### Introduction

MCH Swiss Exhibition (Basel) Ltd. (hereinafter referred to as 'MCH'), a subsidiary of MCH Group Ltd., is responsible for organizing and staging the International Art Show 'Art Basel' in Basel (hereinafter referred to as 'Art Basel'). Art Basel is held annually in the halls and other premises owned by MCH. Subject to compliance with the following provisions, all interested galleries may apply to participate in Art Basel. The Show Management of Art Basel works in close cooperation with the Art Basel Selection Committee.

### 1. Application

Any gallery wishing to participate in Art Basel must create a gallery profile on the Art Basel website ([artbasel.com/about/application](http://artbasel.com/about/application)) and submit the official online application form correctly completed to the Show Management by the published deadline. Applications can be made to several sectors of Art Basel in Basel. However, only one application may be made per sector. Exhibitors must make sure that their application is accompanied by their fully completed application documentation and must also pay the application fee. The application documentation, once submitted, remains in the possession of MCH and will not be returned. MCH retains the rights to use or dispose of the documentation as they see fit. The application will only be processed once MCH has received proof that the corresponding application fee has been paid. The application fee will not be refunded, regardless of whether or not the applicant is admitted to Art Basel. In submitting his application, the exhibitor confirms to MCH that he is seriously interested in participating in Art Basel. Any modifications made to the application form by the exhibitor or any reservations expressed by him shall be disregarded. There is a limit on the number of possible exhibitors. The application and compliance with the admission conditions stipulated in paragraph 3 do not bestow any right on the applicant to be admitted to Art Basel, nor does the admission to Art Basel on one or several occasions constitute a right to automatic admission to Art Basel, nor to the allocation of the same stand location as at an earlier Art Basel.

### 2. Acceptance of the Conditions

With the express acceptance of the general conditions on the online application form, the exhibitor accepts the Art Basel Exhibition Regulations, the General Regulations, the Art Market Principles and Best Practices Guidelines and the Data Protection Declaration as binding for him as well as for his employees and representatives.

### 3. Data Protection

MCH ensures data protection in compliance with the Swiss Data Protection Act, the EU General Data Protection Regulation and MCH Data Protection Declaration. The exhibitor's personal and corporate data is processed by MCH or its subcontractor processors for the purposes of performing the contract and supporting customers. MCH further transfers this data to other subsidiaries of MCH and external service partners for the purpose of contacting and providing services in connection with participation in Art Basel. The exhibitor hereby consents to this unless explicit objection has been raised.

### 4. Admission Conditions

#### 4.1 General

The Show Management shall have the right to refuse admission to Art Basel if the exhibitor fails to meet his financial obligations towards MCH by the payment due date or if his conduct at an earlier Art Basel has given grounds for justified complaints by visitors or exhibitors. Furthermore, the Show Management shall have the right to revoke an admission already granted or expel an exhibitor from a running Art Basel, if it is subsequently established that this was granted on the grounds of false information or preconditions, or that the admission conditions are no longer fulfilled (e.g. change in the ownership of a gallery, closure of the gallery's premises). Participation in any other art show taking place in Basel parallel to Art Basel gives reason for non-admission or revocation of admission to Art Basel. The Show Management shall have the right to relax the admission conditions in justified cases and to allow exceptions on a limited scale. It is not possible to recognize an applicant's wishes to occupy a given location or to have competitors excluded as a condition for participation.

#### 4.2 Admitted Exhibitors

Only galleries regularly staging public exhibitions in their own exhibition space (weekly opening hours) are admitted as exhibitors. Secondary-market dealers who regularly organize public exhibitions on their business premises are considered to have the same status as galleries. Galleries part-owned by or affiliated with auction houses are not admitted. With the exception of the Feature Sector, admitted exhibitors are not permitted to share a stand with other exhibitors. It is prohibited to subrent the stand or to cede it in any other way; failure to comply with this rule will lead to immediate exclusion from Art Basel.

#### 4.3 Permitted Exhibits

The permitted exhibits are works of visual arts created since 1900. Works of ethnic art, items of furniture and design objects are not permitted. The Show Management shall have the right to demand precise details of the individual artworks the exhibitor intends to present. If the Show Management exercises this right, the exhibitor is then not permitted to display artworks not announced beforehand or otherwise not permitted, and the Show Management shall maintain the right to remove such artworks from the stand at the exhibitor's expense. As a rule, exhibitors are strongly encouraged to present only artworks by artists whom they do represent or artworks that belong to their specialist field. Exceptions to this rule require the consent of the Art Basel Selection Committee. The Art Basel Selection Committee may also consider this factor strongly in deciding on admissions to future editions of Art Basel.

#### 4.4 Sectors

Any gallery wishing to participate in Art Basel must apply for the Galleries, Edition, Statements or Feature sector. Galleries who have already been admitted to one of these main sectors may also apply for additional sectors, such as the Unlimited, Parcours or Film sector. The admission to the Galleries, Edition, Statements or Feature sector is based upon the procedure detailed in paragraph 5. The admission to the additional sectors is based upon a final decision of the Art Basel Selection Committee communicated in writing. Grounds for the decisions are not given. The admission to the Magazines sector is based upon a final decision of the Show Management. Grounds for the

June 18–21, 2020

Art Basel, MCH Swiss Exhibition (Basel) Ltd., Messeplatz 10, 4005 Basel, Switzerland, [artbasel.com](http://artbasel.com)

## Exhibition Regulations for Art Basel show in Basel

decision are not given and are based upon the Show Management's sole discretion.

### Galleries Sector

The Galleries sector is the main sector at Art Basel. This sector contains the presentations of more than 200 galleries active in the field of Modern and contemporary art, which are specialized in original artworks. Gallery owners are not permitted to have a presence of more than one single stand. A limited number of smaller stands are provided for use by galleries whose presentation is primarily concerned with classical photography. Original works produced in multiple editions are permitted as meaningful complements to the gallery's exhibition. They must not, however, account for more than 20% of the exhibits on display. A gallery can be admitted to the Galleries sector only if it has been in existence for at least three years by the date of the application deadline.

### Edition Sector

International publishers of editions are admitted to the Edition sector to present new editions or editions of art-historical and curatorial relevance. Unique pieces and photographs are only permitted in this sector as complements to the rest of the exhibition but must not, however, account for more than 20% of the exhibits on display.

### Statements Sector

Those galleries that are admitted to the Statements sector present young artists in the form of solo shows, with preference given to single projects. It is not permitted to use this sector for the presentation of artworks that are not part of the proposed solo projects.

### Feature Sector

The Feature sector has a limited number of stands available for precise curatorial projects from the gallery. The project may be in the form of the solo presentation of an individual artist of any age, of extraordinary historical material (all generations permitted) or a display containing the artworks of two or more artists curated within an exhibition. Applications for Feature stands should have been developed specifically for Art Basel and be based preferentially on the artists, the material and the curatorial approach that exemplify the gallery's program. Projects may be presented jointly by two galleries (main gallery and collaborating gallery). In this case, the main gallery must create a gallery profile on the Art Basel website and submit an application to the Show Management specifying the name, contact person with email address, address and website of the collaborating gallery. If the main gallery is admitted to Art Basel, the collaborating gallery must also create a gallery profile on the Art Basel website and submit an application to the Show Management. The main gallery is liable to MCH for the obligations of the collaborating gallery. The sector's participation fee and any ancillary costs are split equally among main gallery and collaborating gallery.

### Magazines Sector

Only art journals, whose editorial content is devoted principally to contemporary art can participate in this sector. The publication may be published in printed or electronic form. The number of participants is

limited. A participation in Art Basel is based on reciprocity, in exchange for an advertising space in the magazine. Publishers have to apply for the Magazines sector.

### Unlimited Sector

The galleries already admitted to Art Basel have the additional possibility of applying for the Unlimited sector. This sector offers optimum conditions for exhibiting and selling works of contemporary art and projects for which a presentation on a stand in the Galleries sector would be inappropriate. The objects presented can include large-scale installations, painting projects, sculptures, video performances, site-specific artworks, audio and multi-media artworks, performances and internet art. It is also possible for the artworks to be created in situ especially for the Unlimited sector. Projects for Unlimited may only be proposed if all components of the project form one work, and have always been conceived as one work. Projects shown at Unlimited may therefore only be for sale in their entirety, and can therefore not be sold in separate parts. Violation of this rule might lead to exclusion in future participations of the show. The infrastructure is adapted by a curator to meet the needs of the artworks presented, in liaison with the gallery presenting them. It is permissible for the gallery personnel to be present during the Art Basel opening hours and to offer the artworks for sale. Art Basel is solely responsible for visitor guidance. Additional gallery personnel for visitor guidance or security reasons are not allowed.

### Parcours Sector

A curated exhibition of outdoor sculptures, site-specific installations, and public artworks. Applications may be submitted only by galleries already admitted to the Show.

### Film Sector

Film is Art Basel's curated week-long program of films by and about artists. The Film sector will show film and video productions submitted by the galleries who are already admitted to Art Basel.

## 5. Admission Procedure

### 5.1 Art Basel Selection Committee

The Show Management endeavors to create optimum conditions for the exhibitors and visitors at Art Basel, by prioritizing the quality and balance of galleries and artworks present at the show. In aiming to achieve these objectives, the Show Management works in close cooperation with the Art Basel Selection Committee. This committee is composed of gallery owners regularly participating in Art Basel, who are selected on the basis of their integrity and expertise. The Art Basel Selection Committee is re-appointed on an annual basis and its membership rotates at regular intervals. It is the Art Basel Selection Committee that decides on the admission or non-admission of an applicant during a confidential meeting. For the selection of certain sectors, the Art Basel Selection Committee is joined by Experts. These Experts are also gallery owners selected on the basis of their integrity and their expertise in the type of art presented within the sector.

- The selection decisions are taken based on the show's overall concept, considering factors such as:
- the quality and dynamism of gallery's overall activities;

June 18–21, 2020

Art Basel, MCH Swiss Exhibition (Basel) Ltd., Messeplatz 10, 4005 Basel, Switzerland, artbasel.com

## Exhibition Regulations for Art Basel show in Basel

- the quality and dynamism of the gallery's work with the artists represented, especially those proposed for exhibition at Art Basel;
- the gallery's past presentations at Art Basel and other international art shows;
- the specific content of the application submitted by the gallery for Art Basel;
- the limited availability of booth and the competition for participation among galleries with a similar profile;
- compliance with the conditions for admission to Art Basel as specified in the Art Basel Exhibition Regulations.

Each gallery interested in participating must submit an application. All applications are evaluated anew each year. This means that galleries that participated the previous year must also go through the admission procedure. Every application is subjected to a thorough examination, spread over several stages, until the final results are decided after several rounds of deliberation. The Art Basel Selection Committee takes its decisions by simple majority. The Art Basel Selection Committee's decisions are communicated in writing (via Email). Grounds for the decisions are not given to applicants. The meetings of the Art Basel Selection Committee are attended by Art Basel Directors, who conduct the admission procedure without the right to vote.

### 5.2 Appeals Board

Negative decisions by the Art Basel Selection Committee can be contested by writing to the Appeals Board. The Appeals Board consists of three independent members who review the Art Basel Selection Committee's negative decisions with respect solely to arbitrariness. The challenge must specify reasons for the appeal and must be received by the date specified by Show Management. The president of the Appeals Board is a Swiss lawyer; the other two members are international art market experts. The two art market experts each serve for a period of four years, whereby one of them is newly elected alternately every two years. The members of the Appeals Board may not have served as experts or as members of the Art Basel Selection Committee or have exhibited at Art Basel during the two years prior to their nomination. The decisions taken by the Appeals Board are final and are communicated in writing. Grounds for the decisions are not given. The meetings of the Appeals Board are attended by Art Basel Directors, detailing Art Basel's selection process and overall concept without the right to vote.

### 6. Allocation of Stand Area and Stand Location

If an applicant is admitted to Art Basel, the Show Management allocates the stand area and the stand location. The stand location and area is determined mainly on the gallery's standing within the sector to which the admitted exhibitor belongs, and on its program, taking into account the overall exhibition concept of Art Basel. Based on the stand area requested by the exhibitor, the Show Management produces a floor plan, showing the individual stand location. Exhibitor's requests regarding the stand area and location are not binding: The Show Management has the right to modify the location or configuration of the stand, with the result that it differs from the exhibitor's requests, should this be rendered necessary either by the floor plan or by the overall exhibition concept of Art Basel.

### 7. Confirmation of Exhibitor Contract

After an applicant has been admitted to Art Basel, the Show Management confirms the stand area and the stand location, via the floor plan sent with the showkit information. At this time the admission to Art Basel ceases to be provisional, and the exhibitor contract becomes legally binding in its entirety.

### 8. Withdrawal from the Exhibitor Contract

If an exhibitor withdraws from the exhibitor contract after receiving confirmation of the stand area and the stand location, he is liable to pay compensation for the work incurred. This compensation is determined by the date of withdrawal from the exhibitor contract and amounts to:

- 75% of the booth rental fee on or after March 1, 2020
- 100% of the booth rental fee on or after May 1, 2020

The Show Management is free to dispose of stands that have not been occupied by the exhibitor 24 hours before the start of Art Basel's private preview. In this situation, the exhibitor loses any claim to his stand. The exhibitor does, however, remain liable for the total costs of the stand area as well as any ancillary costs that may have been incurred. The Show Management shall, furthermore, reserve the right to charge for any other costs arising from the non-occupancy of the stand.

### 9. Payment Terms and Conditions

#### 9.1 Prices and Participation Package

The prices for stand area, participation package, surcharges, discounts, etc. can be consulted in the online-application form and on the Art Basel website ([artbasel.com](http://artbasel.com)). A surcharge of 5% is levied for privileged stand locations, such as stands along the windows and along the main aisles on the ground floor. The price includes the basic stand equipment in the form of walls and lighting (calculated in proportion to the size of the stand), carpeting, free dedicated exhibitor Wifi, stand cleaning, entry in the online catalog, inclusion in the online catalog's list of artists, inclusion in the Art Basel Yearbook, VIP cards, Vernissage invitations, advertising material, marketing and advertising activities, and inclusion on the Art Basel website. The prices for additional services can be consulted in the online showkit on the Art Basel website ([artbasel.com](http://artbasel.com)).

#### 9.2 Invoice for Down Payment

Once the stand area and the stand location has been confirmed by the Show Management, the exhibitor will receive an invoice requesting a down payment covering the rental fee for the stand area. The down payment is due in full and without any discount at the latest 30 days after the date of the invoice. Payments by check are not accepted. If payments are made by credit card, MCH reserves the right to levy a processing fee of 1% of the sum nominally due.

#### 9.3 Late Payment

If the down payment is not made within the set deadline, the Show Management reserves the right to cancel the exhibitor contract with immediate effect, having given a written notice setting a time limit of eight days, and to dispose otherwise of the stand concerned. In such a case, the defaulting exhibitor must pay a compensation of 25% of the costs of the stand area. The Show Management must be in possession of the payment itself or of a legally valid document proving that payment

June 18–21, 2020

Art Basel, MCH Swiss Exhibition (Basel) Ltd., Messeplatz 10, 4005 Basel, Switzerland, [artbasel.com](http://artbasel.com)

## Exhibition Regulations for Art Basel show in Basel

has been made by the time the official exhibitor installation period begins. The Show Management shall otherwise have the right to refuse the exhibitor access to the halls and other premises or to clear the stand immediately at the exhibitor's expense.

### 9.4 Final Invoice

After the end of Art Basel, the exhibitor will receive the final invoice covering the additional services provided, offset by the advance payment already made against the effective costs. The final invoice is payable in full and without any discount within 30 days of its date. Any complaints must be communicated and justified in writing to the Show Management within 30 days after receipt of the final invoice; otherwise the final invoice will be deemed to have been accepted.

### 9.5 Swiss Value Added Tax

With just a few exceptions, the services provided by MCH are subject to Swiss value added tax. Services supplied to exhibitors domiciled outside of Switzerland are also subject to Swiss value added tax, since the place at which the service is supplied (Switzerland) is the determinant factor. However, under certain circumstances, exhibitors can apply to have these taxes reimbursed. The instruction leaflet on how to do this is enclosed with the invoices concerned.

### 10. Information Media

It is compulsory for every exhibitor to include address and artworks in the Art Basel information media (online catalog, smartphone app, website, printed material, etc.). MCH declines any form of liability for incorrect, incomplete or missing entries or entries infringing third parties' rights for which the Exhibitors shall indemnify and hold MCH and its affiliates harmless. The terms, conditions and prices for entries are contained in a form, which the Exhibitors receive with the other documentation sent to them and which are available on the Art Basel website.

### 11. Additional Services

MCH offers additional services to exhibitors, such as technical interfaces, stand equipment, stand surveillance, catering, parking for motor vehicles, visitor's tickets, vouchers and insurance for stand and exhibits. The only way to order these services is with the forms provided for the purpose. These order forms and other stand information are available for downloading at the online showkit accessible through the login page on [artbasel.com](http://artbasel.com).

### 12. Exhibitor Badges and Installation Badges

Exhibitor badges and installation badges are intended solely for individuals staffing stands. They are personal and non-transferable. It is prohibited, in particular, to give exhibitor badges or installation badges to art collectors, art dealers or any other individuals who are neither employees nor artists of the exhibitor. Access to the storage area in Hall 2.2 is only permitted for holders of exhibitor badges or installation badges. Holders of exhibitor badges or installation badges are not permitted to allow any non-accredited persons to enter the storage area. In the event of failure to comply with this rule, the Show Management maintains the right to withdraw the badges concerned. The Art Basel Selection Committee may also consider such non-compliance with this rule in deciding on admissions to future editions

of Art Basel.

### 13. Visitor Tickets

Exhibitors are entitled to buy a certain number of visitor tickets at reduced prices to give to their clients. These permit admission to Art Basel on any one day of their holder's choice. Unless the Show Management gives its written consent, exhibitors are not permitted to resell visitor tickets. Visitor tickets are personal and non-transferable.

### 14. Acceptance and Return of Stand Area

At the time of accepting the stand area during the exhibitor installation period, the exhibitor has the duty to verify its condition and to report any defect immediately to the hall manager. If the exhibitor fails to do this, he will be deemed to have accepted the stand area. Once Art Basel has ended, the hall manager accepts the return of the cleared stand area upon the request of the exhibitor and draws up an appropriate report.

### 15. Stand Construction

Stand structures must be assembled in accordance with the regulations on stand construction. These guidelines are sent to the exhibitor along with the documentation on the construction of stands and must be complied with. Particular care is called for in the event of deviations from the standard wall height of 3.50 m, closed ceilings or non-standardized floor coverings. Any such deviation must be clearly marked on the stand drawing and requires the consent of the Show Management. Storage areas and closets must be fitted with doors or closed off with a curtain and may not face the aisle of the booth. Due to security and design issues, all booth borders which face an aisle must be accessible through an entrance which is at least 2 m wide.

### 16. Wall labeling and Gallery Logos

General booth signage is provided by Art Basel and will automatically be installed. Any additional booth signage applied to the gallery's wall, displaying the gallery's name or logo, may only be applied to a wall inside your booth (not on an aisle or outward-facing wall or spine of a wall). Letters and fonts may not be sized larger than 6 inches or 15.24 cm high.

### 17. Stand Operation

Exhibitors have the duty to make sure that their stand is in operation without interruption throughout the whole of Art Basel's advertised opening hours. All stands must, in particular, be correctly equipped and staffed with personnel having the necessary expertise. At all events, a senior-level gallery director must be present on the stand until the closure of Art Basel (Sunday, 7 pm). If an exhibitor does not abide by the advertised opening hours or if an exhibitor leaves Art Basel before its end, the Show Management shall have the right to impose a penalty for breach of contract of up to CHF 5,000 on it.

Artworks may only be presented within the stand area. Light installations (neon displays, etc.) may not be placed on the external walls of the stand. Audio and/or video systems must be operated with a subdued volume at all times. It is not permissible to display posters or any other form of advertising material without the prior consent of the

## Exhibition Regulations for Art Basel show in Basel

Art Basel Selection Committee. It is not permitted to put on any form of display or performance that would obviously cause annoyance to either the exhibitors on neighboring stands or visitors and, in particular, to occupy the space in front of the stand or to create a noise of any sort. Any performances made inside the stand must not disturb the exhibitors on neighboring stands either visually, acoustically or spatially and must be approved in writing by Show Management. Nor may they in any way impede the circulation of the visitors in the aisles. Such presentations must also comply with the provisions of the Swiss noise and laser ordinance of February 28, 2007.

Visitors must be provided with information regarding the exhibited artworks (through tags, a printed list of the artworks or other means). Exhibitors must satisfy the quality level demanded by the Show Management and the Art Basel Selection Committee throughout the whole duration of Art Basel. Re-hanging operations and any modifications made to the stand must not be of a nature that would detract from the quality level of Art Basel. Re-hanging and cleaning work are only permitted before or after the Art Basel opening hours. The Art Basel Selection Committee has the right to inspect the exhibitors' stands at any time, including towards the end of Art Basel.

### 18. Advertising and Acquisition

#### 18.1 General

Exhibitors may advertise only on their own stand and only on behalf of artists or artworks that have been announced for Art Basel. Unless the express consent of the Show Management is obtained, it is prohibited to distribute printed matter or gifts or to put up any kind of posters outside the exhibitor's own stand at Art Basel.

#### 18.2 Information for Clients

Any indications of prices, discounts and bonuses as well as any other form of information must comply with the provisions of the Swiss federal law on consumer information of October 5, 1990, the Swiss federal law against unfair competition of December 19, 1986 and the Swiss federal ordinance on the publication of prices of December 11, 1978.

#### 18.3 Cash Payments

If an exhibitor, by selling artworks at Art Basel, receives cash payments exceeding CHF 100'000.--, he has to observe special duties of care according to the provisions of Swiss Anti-Money Laundering Act of October 10, 1997. In particular, the exhibitor has to identify the contracting party, determine the beneficial owner and document the deal. Furthermore, the exhibitor has to clarify the background and purpose of the deal, if the deal seems to be unusual or if indications exist that assets originate from a crime or from a qualified fiscal offence or assets are subject to a criminal organization's power of disposition.

#### 18.4 Sales Practices

All forms of intrusive or aggressive sales practices are prohibited. It is prohibited, in particular, to call to visitors passing in the aisles, to draw visitors onto the stand, to pester visitors with food and drinks to sample in the aisles, to position items of stand inventory (tables, chairs, bar stools, etc.) outside of the confines of an exhibitor's own stand or to pressure visitors with a view to getting them to conclude a purchase. MCH arranges for checks to be carried out by impartial individuals

authorized by MCH. Following the issuing of one written warning, MCH shall have the right to demand a penalty of CHF 5000 from any exhibitor found breaking this rule.

### 18.5 Competitions, Lotteries and Games of Chance

The organization of competitions, lotteries and games of chance is only permitted within the exhibitor's own stand and requires the written consent of the Show Management. Competitions must not have the effect of disturbing exhibitors on neighboring stands. Lotteries as defined in the Swiss federal law on lotteries and commercial gambling of June 8, 1923 are prohibited. Any event is deemed to be a lottery if it involves the chance of winning a prize of a certain value in exchange for the payment of a stake or as a reward for the conclusion of a legal transaction, where the winners as well as the size and characteristics of the prizes are decided at a scheduled time by the casting of lots or the drawing of numbers or by any similar technique based on chance.

### 19. Security and Stand Surveillance

For security reasons, stand surveillance must be ordered exclusively from MCH. During the absence of staff, and particularly at night, exhibitors must lock away any object worth CHF 10'000 or more. This rule does not apply to artworks presented on the stand. It is recommended that cash, jewellery, data media, technical components, etc. be kept in a lockable room. The exhibitor recognizes that, by participating in Art Basel, it assumes security risks that cannot be totally eliminated by security services as provided by MCH. MCH is not liable for loss or damage, whether direct or indirect or consequential or of any other kind. If individual stand surveillance is needed it must be ordered via Show Management.

### 20. Waste and Exhibit Remains

Each exhibitor is responsible for the disposal of the waste he creates both during the setting-up and dismantling periods as well as during Art Basel itself. MCH organizes waste disposal. Smaller quantities of waste are collected and disposed of at the exhibitor's expense using MCH's official waste bags. Larger volumes, bulky items of waste and hazardous wastes are collected for disposal in special containers, and the costs are invoiced to the exhibitor. For safety reasons, all passageways and other zones outside of the stand area must be kept free from waste and any other material. Waste stored in passageways or zones outside of the stand area as well as any waste products and/or exhibits left behind on the exhibition site after the end of Art Basel or the clearance deadline set by the Show Management will be removed for a higher charge at the expense of the exhibitor concerned and disposed of or placed in storage.

### 21. Intellectual Property Rights

#### 21.1 Infringement of Property Rights

It is imperative to respect the legal provisions regarding the protection of intellectual property rights, in particular patent, trademark, design, copyright and competition law. Anyone infringing the intellectual property rights of others at Art Basel can be brought to court and sued and prosecuted under both civil and criminal law. If either an exhibitor or a non-exhibitor fears that his protected rights have been infringed at Art Basel, he may go before the competent court and seek interim measures and obtain a ban on the presentation of particular

June 18–21, 2020

Art Basel, MCH Swiss Exhibition (Basel) Ltd., Messeplatz 10, 4005 Basel, Switzerland, artbasel.com

## Exhibition Regulations for Art Basel show in Basel

products or services. If the complainant is already in possession of a final judgment from a Swiss court, prohibiting the exhibitor from displaying or offering certain products or services at Art Basel, the Show Management will instruct the infringing exhibitor to remove such products or services immediately from his stand. Any exhibitor with doubts in such matters can obtain clarification by contacting the Swiss Federal Institute of Intellectual Property (Stauffacherstrasse 65, CH-3003 Bern, Tel. +41 31 377 77 77, ige.ch).

### 21.2 Musical Performances

Anyone responsible for the performance of live music or the playing of recorded music from audio or audiovisual recording media in MCH's halls or other premises or in the outdoor parts of the exhibition site has the duty to obtain a permit from the Cooperative Society of Music Authors and Publishers in Switzerland (SUISA). The intended use of music must be announced to SUISA at least ten days before the start of Art Basel. The exhibitors shall indemnify and hold MCH harmless from and against any and all liability for copyright infringements (information and permits are available from: SUISA, Bellariastrasse 82, Postfach 782, CH-8038 Zürich, Tel. +41 44 485 66 66, [suisa.ch](http://suisa.ch)).

### 21.3 Records of Stands and Exhibits

In order to protect the rights of exhibitors, it is only permissible to create audio and/or visual records in whatever form of the stands and exhibits of other exhibitors in MCH's halls and other premises with the Show Management's consent. Close-up photographs require the express consent of the exhibitors and visitors concerned. It is, notwithstanding, also a matter for each exhibitor to adopt the necessary precautions for enforcing his rights and preventing the creation of undesired records. The exhibitors shall indemnify and hold MCH harmless from and against any and all liability for illicit records of stands and exhibits.

### 21.4 Commercial Records

Commercial photography and all forms of reproduction are only allowed if a special permit is obtained from the Show Management. In liaison with the exhibitors concerned, the Show Management shall have the right to issue a general prohibition on creating and reproducing records in particular areas.

### 21.5 Records created by MCH

MCH shall have the right to arrange for audio and/or visual recordings of whatever type to be made of stands and exhibits and to use such records for its own or general advertising, documentation and media purposes. The exhibitor undertakes not to use the argument of copyright in any way in order to object to this.

### 21.6 Records of Stands created by Exhibitors

If the Exhibitor wants to create records of his own booth he will need to purchase a photography permit from the Show Management. This permit does not constitute a general permit to create records. It is valid solely for the Exhibitor's own stand.

### 21.7 Authenticity of Artworks

Each exhibitor must warrant, represent and guarantee to MCH and any buyer the authenticity and legal provenance of all artworks presented or made available by such exhibitor at Art Basel. Exhibitor indemnifies and holds MCH harmless from any claims with regard to such authenticity.

### 21.8 Reproduction of Artworks

Exhibitors authorize MCH to reproduce, without charge, images of artworks provided by Exhibitors in connection with the Show. The Exhibitors shall indemnify and hold MCH and its affiliates harmless from and against any and all claims, actions, proceedings, losses, liabilities, damages, fees, expenses and costs in relation to any licence fee or reproduction rights for the use of those images.

## 22. Legal Compliance

It is imperative for exhibitors to comply with all applicable laws, including statutes governing forgery of artworks and provenance, dealing with stolen, looted, embezzled or forged artworks, forgery of documents, fraud, money-laundering, misappropriation and illegal import and export of cultural property. The Show Management shall have the right to refuse admission to Art Basel, revoke an admission already granted, or expel an exhibitor from a running Art Basel, if an exhibitor has been convicted by a court decision of having violated applicable laws, or if the Show Management, based on the Legal Compliance Panel's recommendation in accordance with the provisions of the Art Market Principles and Best Practices Guidelines, decides that the reputation and interest of Art Basel, its exhibitors and the art market in general may be damaged by an exhibitor's presence at Art Basel.

## 23. Ombudsman Office

For the duration of Art Basel, the Show Management sets up an ombudsman office, staffed by an external expert, to furnish information in connection with the artworks exhibited and help resolve disputes and misunderstanding that may arise during the show. Contact with the ombudsman office is set up through the Show Management, and the applicant is required to sign a written undertaking beforehand. The information and advice provided by the ombudsman office is based on the best available information and belief; it is free-of-charge and not binding. The Show Management and the ombudsman office decline any form of liability in connection with this activity and the information and advice provided by the ombudsman office.

## 24. Liability

MCH does not act as a stock keeper in terms of Article 472 Swiss Code of Obligation and does not assume any duty towards exhibitors, owners or third persons to look after exhibits, stand equipment and any other items not belonging to it. MCH declines any liability and recourse whatsoever for damage, loss or seizure of exhibits, stand equipment and any other items not belonging to it during the time the goods are on the exhibition site and during their transport to and from it. MCH further declines any liability whatsoever for damage caused through exhibitors' performances and presentations, through the assembly or dismantling of stands or through the operation of a stand. Exhibitors shall be liable for any damage caused by their employees or agents. MCH shall not be liable towards the exhibitor for any form of consequences arising out of the position or surroundings of the exhibitor's stand area. Any damage has to be notified to MCH immediately. MCH, the Show Management, the members of the Art Basel Selection Committee, the members of the Appeals Board, and any of their employees, advisors, representatives and agents shall not be liable to any person for any act or omission in connection with their

## Exhibition Regulations for Art Basel show in Basel

activities described in the Art Basel Exhibition Regulations.

### 25. Insurances

It is compulsory for all exhibitors to take out insurance for all their exhibits and for the entire equipment of their stands against damage and loss during Art Basel and during transport to and from it and also to conclude third party liability insurance. Upon request exhibitors may be insured against these risks through MCH's collective contract. Any exhibitor doing this must submit the form 'Insurance Application' to the Show Management at the latest two weeks before the start of Art Basel. The exhibitor is solely responsible for the definition of the adequate amount of the sum insured. He will be issued with a corresponding insurance certificate. MCH pays the premiums to the insurance company as an advance and invoices the corresponding amounts to the exhibitor as part of the final invoice. Exhibitors who already have adequate insurance cover must submit a signed waiver to the Show Management at the latest two weeks before the start of Art Basel, failing which they will be automatically insured against the above-mentioned risks. MCH expressly points out that the sum insured automatically might be inadequate and that there might be a deficient cover in case of damage.

### 26. Cancellation, premature Termination, Postponement or Adaptation of Art Basel

Based upon cogent grounds, the Show Management shall have the right to cancel Art Basel before its start, to terminate it prematurely, to postpone it or to adapt its operation to new circumstances. If Art Basel, due to such cogent grounds, is cancelled, terminated prematurely, postponed or if its operation is adapted to new circumstances, MCH shall be released from its contractual duty to perform and exhibitors shall have no claim against MCH for performance or withdrawal from contract or compensation. Any payments already made will be reimbursed after deduction of any expenditure already incurred by MCH in connection with a cancellation of Art Basel. A cogent reason exists if an act of force majeure, an order by the authorities or any other event not attributable to MCH is preventing or hindering the Show Management from organizing Art Basel in due form or if the Show Management considers that for economic or political reasons the organization of Art Basel is strongly compromised.

### 27. Construction Work

The exhibitors shall tolerate any construction or repair work performed on MCH's halls and other premises without being able to claim compensation, provided such work is necessary and reasonable.

### 28. General

Exhibitors contravening MCH's regulations or exhibitors whose behavior at Art Basel gives rise to justified complaints from visitors, exhibitors or Show Management may be excluded from Art Basel by the Show Management with immediate effect or refused admission to future editions of Art Basel. They shall be liable for the entire costs of their stand area and also for any ancillary costs incurred. If any one provision of the Exhibition Regulations is found to be invalid, that will not have the effect of rendering all the provisions invalid. All oral agreements, individual authorizations and special arrangements are invalid unless confirmed by MCH in writing. The provisions of the General Regulations

apply regarding the construction of stands, logistics, operations, safety and security during Art Basel.

### 29. Governing Law and Jurisdiction

The Exhibition Regulations shall be governed exclusively by the laws of Switzerland. The exhibitors accept that any disputes with the Show Management will be subjected to the jurisdiction of the ordinary courts of the Canton of Basel-City. However, MCH shall be entitled to pursue any claims it may have against an exhibitor before the courts holding jurisdiction for the place at which the exhibitor has his domicile or seat.

MCH Swiss Exhibition (Basel) Ltd.  
The Show Management  
Basel, August 2019

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