EXHIBITION REGULATIONS FOR ART BASEL SHOW IN BASEL

1. APPLICATION

Any gallery wishing to participate in Art Basel must submit the official application form correctly completed and bearing a legally binding signature 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 ineffective and shall be considered as not having been written. 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

In signing the official application form, the exhibitor accepts the Art Basel Exhibition Regulations as binding for him as well as for his employees and representatives. Unless the exhibitor simultaneously submits an express statement to the contrary to the Show Management, he agrees that his personal and company data may be processed by MCH or by a company appointed by MCH and that said data may be forwarded to a contractual partner of MCH to enable such partner to perform services in connection with the participation at Art Basel. MCH ensures data-privacy protection according to Swiss law.

3. ADMISSION CONDITIONS

3.1 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, 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 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 fulfill an applicant’s wishes to occupy a given location or to have competitors excluded as a condition for participation.

3.2 Admitted Exhibitors

Only galleries regularly staging public exhibitions in their own exhibition space 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. 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.

3.3 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 Committee. The Art Basel Committee may also consider this factor strongly in deciding on admissions to future editions of Art Basel.

3.4 Sectors

Any gallery wishing to participate in Art Basel must apply for the Galleries, Edition, Statements, Feature or Magazines sector. Galleries who have already been admitted to one of these main sectors may also apply for additional sectors, such as the Unlimited sector. The admission to the Galleries, Edition, Statements or Feature sector is based upon the procedure detailed in paragraph 4. Admission to the additional sectors is based upon a final decision of the Art Basel Committee communicated in writing. Grounds for
the decision are not given.

Admission to the Magazines sector is based upon a final decision of the Show Management. Grounds for the 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 of graphic art 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 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 exhibitions, 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.

Magazines Sector
The sector for art publications, joint publications and book stores, whose editorial content is devoted principally to contemporary art. The publication may be published in printed or electronic form. The number of participants is limited.

Unlimited Sector
The galleries 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 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.

4. ADMISSION PROCEDURE

4.1 Art Basel 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 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 Committee is re-appointed on an annual basis and its membership rotates at regular intervals. It is the Art Basel Committee that decides on the admission or non-admission of an applicant at a meeting in camera. For the selection of certain sectors, the Art Basel 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;
• 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 Committee takes its decisions by simple majority. The Art Basel Committee’s decisions are communicated in writing (via E-mail). Grounds for the decisions are not given to applicants. The meetings of the Art Basel Committee are attended by the Art Basel Directors, who conduct the admission procedure without the right to vote.

4.2 Appeals Board
Negative decisions by the Art Basel Committee can be contested by writing to the Appeals Board. The Appeals Board consists of three
8. PAYMENT TERMS AND CONDITIONS

8.1 Prices and Participation Package
Participation at Art Basel costs CHF 755/m2. A surcharge of 5% is levied for privileged stand locations, such as stands in the entrance zone or ones located on central or window aisles. 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 at the online showkit at www.artbasel.com.

8.2 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 plus an advance payment for additional services ordered. The advance payment covers any additional services ordered, such as technical interfaces, stand equipment, security, catering, parking for motor vehicles, visitor’s tickets, vouchers and insurance. 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 not more than 3% of the sum nominally due.

8.3 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 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.

8.4 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.

8.5 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.
9. 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 party’s 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.

10. 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 are available for downloading at the online showkit accessible through the login page on www.artbasel.com.

11. WORKER PASSES AND EXHIBITOR PASSES

Worker passes and exhibitor passes are intended solely for individuals staffing stands. They are personal and non-transferable. It is prohibited, in particular, to give worker passes or exhibitor passes 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 worker passes or exhibitor passes. Holders of worker passes or exhibitor passes 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 passes concerned. The Art Basel Committee may also consider such non-compliance with this rule in deciding on admissions to future editions of Art Basel.

12. 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.

13. 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.

14. 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 meters, 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.

15. 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.

16. 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, 7pm).

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 Art Basel 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 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 Committee has the right to inspect the exhibitors’ stands at any time, including towards the end of Art Basel.

17. ADVERTISING AND ACQUISITION

17.1 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.

17.2 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.

17.3 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 inform 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. If the exhibitor is transacting payments exceeding CHF 100’000.– through a financial intermediary, he does not need to observe these special duties of care.

17.4 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.

17.5 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.

18. 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.

19. 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.

20. INTELLECTUAL PROPERTY RIGHTS

20.1 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 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, www.ige.ch).

20.2 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
20.3 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.

20.4 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.

20.5 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.

20.6 Records of Stands created by Exhibitors
Exhibitors who want to create records of their own stand themselves or through their own staff will be given a permit so to do free-of-charge upon presentation of the exhibitor’s pass. This does not constitute a general permit to create records. It is valid solely for the exhibitor’s own stand within the regular opening hours.

20.7 Authenticity of Artworks
Exhibitors must guarantee the authenticity and legal provenance of the artworks presented at Art Basel.

20.8 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.

21. ABIDANCE BY THE LAWS
It is imperative for exhibitors to respect all existing laws, especially the statutory provisions against forgery of artworks and provenance, commercial fraud, money-laundering, and illegal import and export of cultural heritage. The Show Management shall have the right to refuse admission to Art Basel or to revoke an admission already granted, if an exhibitor has been incriminated by a legal procedure or convicted by a court decision of having violated such statutory provisions and thereby is compromising the reputation of Art Basel.

22. 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.

23. 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. The exhibitor agrees to indemnify and hold MCH harmless from and against any claims whatsoever for injury, loss or damage resulting from any action or omission of the exhibitor or its employees, agents or representatives. 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.

24. 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.
25. 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.

26. 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.

27. 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.

28. 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 2015

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