

# BAD+

INTERNATIONAL  
ART FAIR

**MAY 29<sup>th</sup> to  
JUNE 2<sup>nd</sup>, 2024**

HANGAR 14  
BORDEAUX  
FRANCE

[bad-bordeaux.com](http://bad-bordeaux.com)



# PARTICIPATION CONTRACT

CONTRACT TO BE TRANSMITTED **BEFORE NOVEMBER 30, 2023** at the latest to:

## BORDEAUX EVENTS AND MORE

Rue Jean Samazeuilh - CS 20088 - 33070 BORDEAUX CEDEX

Ph. 33 (0)5 56 11 99 00 - Email: [contact@bad-bordeaux.com](mailto:contact@bad-bordeaux.com) - Internet : [www.bad-bordeaux.com](http://www.bad-bordeaux.com)

Simplified Joint-Stock Company with capital of €24,040,000 - Bordeaux Trade and Companies Register 453 091 316

## ■ GALLERY

Trading name  NAF Activity Code

Address

Postal code  City  Country

Phone  Email

Website

Business registration n°  Company Identification Number (SIRET)  Intercommunity VAT n°

## ■ NAMES OF GALLERY MANAGERS

Director

Name of the stand manager  Position

Phone.  Email

## ■ BILLING ADDRESS (If different to that specified in the gallery paragraph)

Address

Postal code  City  Country

Contact person  Position

## ■ GALLERY SIGN

Please specify below the wording to be included in all references to your exhibition space.

By default, the sign text will be in upper case unless you specify otherwise.

(Maximum 16 characters, including spaces)

Specify the city and/or the country you wish to mention on this sign

## ■ DETAILS

### TERMS OF PARTICIPATION

Galleries wishing to participate must send **their complete application before 30 November 2023**, the date of the Selection Committee. The Steering Committee in charge of the selection will then study all the applications for participation in BAD+. Admitted galleries and companies will be informed by email. Except in the event the Committee refuses the application file, the transmission of the latter by the exhibitor constitutes a firm and binding obligation to pay the full price for the provision of an exhibition space and additional costs.

### EXHIBITION PLAN

**Must be sent with the application form before 30 November 2023 by email**

Paintings - Prints - Video installations - Sculptures - Photographs- Other (explain).

All below information must be in a single PDF file of max. 5MB:

1. **List of artists** you plan to exhibit at the fair,
2. **Up to 10 JPEG images** total (included in the PDF file) of artists you plan to exhibit, as well as a short bio and image details for the artists,
3. **List of fairs that your gallery has participated** in over the past three years,
4. **Include in the email** subject line: BAD+ 2024 - GALLERY NAME - works to be exhibited.

### REGISTRATION FEES INVITATIONS INSURANCE

Registration fees include: administrative fees, compulsory insurance premium (see Exhibitors' Guide for details), exhibitor badge(s) providing admission to the Fair: 4 badges for stands of 20 to 30 m<sup>2</sup>/ 5 badges for stands of 40 m<sup>2</sup> / 6 badges for stands over 40 m<sup>2</sup>, and invitations, the number of which is determined according to the size of your exhibition unit. These fees are payable only after the gallery or company has been accepted by the Selection Committee.

ALLOCATION OF INVITATIONS	20M <sup>2</sup> UNIT	30M <sup>2</sup> UNIT	40M <sup>2</sup> UNIT	50M <sup>2</sup> UNIT	60M <sup>2</sup> UNIT
INAUGURATION INVITATIONS	25	40	60	70	90
VIP INVITATIONS	20	30	50	90	125
CARTES VIP	15	30	40	60	80

Additional invitations are available and may be ordered through this booking contract.

**Exhibitor badges will be transmitted upon full payment of all exhibitor participation fees.**

## ADDITIONAL COMPULSORY INSURANCE

(see Regulations Article 10)

The 'all risks' exhibition insurance policy subscribed by Beam/the organiser covers the exhibitor's equipment and/or merchandise **worth up to €15,300** against risks of theft (subject to conditions), vandalism, loss, fire, explosion, water damage and accidental damage. The cover applies on the site of the event, within the confines of where it is taking place.

You are hereby reminded that the exhibitor is solely responsible for the exhibited items and works of art, and more generally, is responsible for all their equipment, for the duration of the fair (24/7), including setting-up, dismantling, handling, moving and transport. The exhibitor is also reminded that they are liable for all risks to which the above-mentioned elements are exposed, and that the exhibitor is therefore required to insure said elements by transmitting all relevant information, in particular that specified in the General Regulations of the Fair, to their insurance provider.

## YOUR STAND

- The minimum surface area for a stand is 20m<sup>2</sup>
- The maximum surface area for a stand is 60m<sup>2</sup>
- All stands are provided in the form of a unit

- Unit A : 20m<sup>2</sup>
- Unit B : 30m<sup>2</sup>
- Unit C : 40m<sup>2</sup>
- Unit D : 50m<sup>2</sup>
- Unit E : 60m<sup>2</sup>

- Exhibition areas are provided equipped with the following facilities:

- 3 adjoining wooden partitions, 3m high, with white skirting boards
- An electrical outlet with 2kW power supply.
- A set of white spotlights (3 spotlights per unit of 10m<sup>2</sup>).
- The stand will be repaired before the opening and maintained during the show.
- An individual 40\*60cm PVC sign on both sides.
- One individual WI-FI code for the duration of the event with a of 5 Mb/s.

## ADDITIONAL TECHNICAL FACILITIES

Additional details may be found in the Exhibitors' Guide, which provides all the technical information you may require and order forms for additional technical facilities. This Technical Guide is available at [www.bad-bordeaux.com](http://www.bad-bordeaux.com) / Exhibitor Space.

## STAND SET-UP DATE

Stand set-up operations will begin on Wednesday 29 May 2024 from 7am to 6 pm, with the possibility of fine-tuning your stand presentation on Thursday from 9 am to 12 pm.

## ■ GALLERY SPONSORSHIP

BAD+ is the first art fair to **involve galleries in a tangible way**, as they actively support its development by allocating **a 5% credit** for each new gallery they sponsor.

### Terms and conditions

- The gallery must be **accepted by the Committee** for its first participation.
- Galleries must **inform BAD+ in advance** of the galleries they wish to sponsor.
- **Basis: 5%** of the value of the stand excluding VAT for each gallery accepted by the Committee.
- **Maximum: 3 galleries accepted (i.e. up to 15%)**
- **Payment:** deduction from the sponsoring gallery's final balance after full payment of the amounts due by the sponsored gallery(ies).

## ■ YOUR BOOKING

### REGISTRATION FEES - CO-EXHIBITOR

• Exhibitor flat-rate registration fee (See details page 3)	<b>€550,00 excl. VAT</b>	<b>€ excl. VAT</b>
• Co-exhibitor flat-rate registration fee (2 co-exhibitors maximum)* <i>A co-exhibitor is a company hosted on the exhibitor's stand. This flat-rate fee provides the same rights as the exhibitor fee.</i>	<b>€300,00 excl. VAT</b>	<b>€ excl. VAT</b>
	<b>TOTAL 1</b>	<b>€ excl. VAT</b>

### YOUR STAND - SURFACE AREA - PRICES EXCL. VAT

Prices for the modules below include courtesy hotel accommodation for collectors invited by the Galleries :

- **20 to 30 m²: 1 night's accommodation** for your collectors
- **40 to 50 m² : 2 hotel nights** for your collectors
- **60 m² : 3 hotel nights** for your collectors

SURFACE AREA	1 <sup>ÈRE</sup> PARTICIPATION	2 <sup>ÈME</sup> PARTICIPATION	3 <sup>ÈME</sup> PARTICIPATION
YOUNG GALLERIES 20*	<b>€ 4 500 excl. VAT</b>	-	-
20**	<b>€ 5 775 excl. VAT</b>	<b>€ 5 490 excl. VAT</b>	<b>€ 5 350 excl. VAT</b>
30**	<b>€ 8 660 excl. VAT</b>	<b>€ 8 230 excl. VAT</b>	<b>€ 8 015 excl. VAT</b>
40	<b>€ 11 550 excl. VAT</b>	<b>€ 10 950 excl. VAT</b>	<b>€ 10 700 excl. VAT</b>
50	<b>€ 14 450 excl. VAT</b>	<b>€ 13 700 excl. VAT</b>	<b>€ 13 300 excl. VAT</b>
60	<b>€ 17 325 excl. VAT</b>	<b>€ 16 450 excl. VAT</b>	<b>€ 16 000 excl. VAT</b>
REGISTRATION FEES	<b>€ 550 excl. VAT</b>	<b>€ 550 excl. VAT</b>	<b>€ 550 excl. VAT</b>

#### Importants notes:

\*The young gallery offer is limited to 5 young galleries selected by the Selection Committee.

\*\*20m<sup>2</sup> unit will be limited to 8 on the whole fair and to 15 for those of 30m<sup>2</sup>. They are allocated on a priority basis according to the date of receipt of the application file.

	<b>TOTAL 2</b>	<b>€ excl. VAT</b>
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## ADDITIONAL INVITATION

*Paper invitations only*

• Inauguration Invitations (May, 30th 2024)  
Please specify the amount (per batch of 50 items)

**BATCH**  
**€ 150 excl. VAT**

**€ excl.**  
**VAT**

• Additional VIP invitations (per batch of 10 items)

**BATCH**  
**€ 100 excl. VAT**

**€ excl.**  
**VAT**

**TOTAL 3**

**€ excl. VAT**

## TOTAL AND DOWNPAYMENT

**TOTAL HT : TOTAL 1 + TOTAL 2**

**€ excl.**  
**VAT**

**VAT (20%)**

**€**

**TOTAL 3 excl. VAT**

**€ excl.**  
**VAT**

**VAT (10%)**

**€**

**TOTAL incl. VAT**

**€ incl.**  
**VAT**

## PAYMENT AND BALANCE

If your application is accepted by the Steering Committee:

\* **A downpayment of 30%** of the total costs (including taxes) for the surface area required and the various fees specified above in the present participation contract, upon notification of admission to BAD+ 2024 and **within 8 days at the latest following the acceptance of your application.**

\* **The balance (inc. VAT)** of outstanding amounts **due by 30 March 2024.**

**Payments must be made according to the payment schedule.** Failure to comply with the payment schedule will result in the placing of your application on the waiting list.

The downpayment is calculated according to the surface area requested in the participation contract. In the event you are allocated a different area, an adjustment taking into account the surface area will be made upon payment of the balance.

## MEANS OF PAYMENT

\*By cheque or bank transfer to the Beam account, details of which can be found below. Please include the photocopy of the transfer and specify the following on the transfer orders: 'payment free of charges for the recipient'.

BPSO CAE GIRONDE - Bank code: 10907 - Sort code : 00001 - account N°: 05721953384 - RIB key: 93

IBAN: FR76 1090 7000 0105 7219 5338 493 - BIC: CCBPFRPPBDX

## ■ PARTICIPATION AUTHORISATION

Personal data: In its role as data controller, Bordeaux Events And More processes the exhibitor's personal data in the framework of the latter's application for participation in the fair. The data collected is subject to computerised processing to enable the execution of the contract and must thus be provided. Data is stored in accordance with the legal periods required of Bordeaux Events And More relative to its fiscal and social obligations. The exhibitor's persona data is stored for the duration of their business dealings with the organiser, followed by a duration of five years as of the exhibitor's last expression of interest. The exhibitor may exercise their right to access, rectify, delete and oppose the use of their data, in addition to the right to limit processing, to transfer their data or not to be subject to an automated individual decision, by notifying the Data Protection Officer at Beam SAS, Rue Jean Samazeuilh, CS 20088 - 33070 Bordeaux Cedex or via [dpo@beam.fr](mailto:dpo@beam.fr).

- I declare that I have read and accept as such the general regulations and terms of payment of BAD+.**
- I, the undersigned, in addition to my insurance providers, waive all and any recourse against the company owning the premises, the entity managing the premises in which the fair takes place, their respective insurance providers, Beam and its respective insurance providers, in addition to any other party intervening on behalf of the above-mentioned persons and their respective insurance providers.**
- I am required to enclose an extract from the Commercial or Trade register (dating from no more than 3 months). Failure to provide this extract will result in a fee of €10 excl. VAT, billed by Beam for the publication of this extract via Infogreffe.**

Name of signatory

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Position

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Date

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Signature:

Company stamp:

# ONLINE CATALOGUE REGISTRATION

## **TO BE RETURNED NO LATER THAN 28 FEBRUARY 2024**

This information will enable us to produce the BAD+ 2024 online catalogue.

## EXHIBITOR AND CO-EXHIBITOR

File to be sent by email only to [galleries@bad-bordeaux.com](mailto:galleries@bad-bordeaux.com)

- Name of the gallery
- Country of origin
- A short presentation of the gallery + generic photo (8 lines maximum)
- Gallery logo
- Contact information (address, phone, email, website)
- Selection of 4 major works with the legend name of the artist and the work

## EXEMPLE



### Pigment Gallery

#### PIGMENT GALLERY

La galerie Pigment a été fondée à Barcelone en 2016 par Ferran Josa avec l'intention de se connecter avec un public sensible aux changements qui se produisent dans le monde de l'art et dans le monde en général.

Engagée dans des aspects tels que le changement climatique, l'éducation, le respect de l'environnement et l'autonomisation des femmes, la galerie a organisé plusieurs expositions et collaborations qui vont dans ce sens. Sa ligne de travail est constituée d'artistes contemporains, dont de jeunes artistes prometteurs et des artistes plus établis de la scène espagnole et internationale.

Sa sélection minutieuse, fruit du goût éclectique de son fondateur, part d'une figuration moderne et entre dans d'autres courants où l'on peut trouver des œuvres d'artistes influencés par l'abstraction américaine, l'informalisme matériel ou les géométries abstraites. Avec une présence importante sur le marché international grâce à sa participation à des foires comme ArtParis, K1af à Séoul ou Estampa, entre autres, Pigment dispose actuellement de deux galeries dans la ville de Barcelone, d'une petite galerie à Palma de Majorque et de la récente Pigment Paris dans le quartier du Marais.

### Contact

**Adresse :** Trafalgar 70, 08010, Barcelona, Spain / 23 Rue du Roi de Sicile, 75004 Paris, France

**Téléphone :** +34 934 52 81 62

**Email :** [info@pigmentgallery.es](mailto:info@pigmentgallery.es)

**Site internet :** [www.pigmentgallery.es](http://www.pigmentgallery.es)

## ARTISTE / OEUVRE



**Marcelo Fuentes**

*Dibujo n°78, 2022*

Fusain et crayon sur papier - 50,5 x 71,5 cm

**Juan Escudero**

*Ola Turquesa, 2021*





# BAD+ 2024 GENERAL REGULATIONS

## PREAMBLE

**BAD+** is an event which contributes to the promotion of the art market and, as such, develops its audience among the general public, both French and international.

This event is geared towards galleries, art publishing houses, the art press and other professionals whose presence represents an interest for **BAD+**.

The organisation of the event is entrusted to Bordeaux Events And More - Rue Jean Samazeuilh - CS 20088 - 33070 Bordeaux Cedex - France - hereinafter referred to as 'Beam' and the Organisation Committee. The above parties are collectively known as the 'Steering Committee'. To ensure the success of this event, and in the interest of all professions, the Steering Committee establishes the list of galleries and companies authorised to participate in **BAD+**.

## Article 1: SELECTION TERMS AND BOOKING

The Steering Committee is composed of ten (10) to twelve (12) members, the list of which may be obtained by simple request addressed to the Organiser. The Committee is composed of renowned French and international personalities, representative of the main sectors presented in the framework of **BAD+**.

The Committee examines all applications for participation in **BAD+** and selects the galleries and companies authorised to exhibit.

The Committee establishes the list of galleries and companies authorised to exhibit at **BAD+** and notifies them by email. This list is strictly confidential.

Committee deliberations are held in camera and are strictly confidential.

Its decisions are final and irrevocable. The Committee is not required, under any circumstances, to disclose the reasons which guided the establishment of this list.

Participation in one or more editions of **BAD+** does not, in any circumstances, imply the automatic renewal of participation for a company from one year to another, nor does it open any priority rights whatsoever.

The Committee may request that the applicant provides additional information on their activities and/or efforts relative to the ongoing promotion of the speciality for which they are applying.

Under no circumstances may participation depend on possible reservations or specific requests for placement expressed by the exhibitor in their application file.

Unless prior written consent has been granted by the Committee, an exhibitor, in the framework of the organisational service provision they have obtained, may not transfer, sub-let or share, free of charge or against payment, all or any part of the space or services available within the fair.

Nevertheless, several exhibitors may be authorised to present collectively, providing that each party has obtained prior consent from the Committee and has submitted an application for participation.

## REGISTRATION

Art galleries only are authorised to complete a registration application. Any other application files will not be examined, unless otherwise decided by the Committee.

The exhibitor or company must submit the application, duly completed and signed application with all required supporting documents.

Except in the event the Committee refuses the application file, the transmission of the latter by the exhibitor constitutes a firm and binding obligation to pay the full price for the provision of an exhibition space and additional costs without prejudice to the cancellation conditions stipulated in Article 4, in the event that participation in the event is cancelled at the exhibitor's initiative.

Failure to meet any payments authorises the

Organiser as of right to terminate the booking.

The Organiser may thus dispose freely of the vacant stand. The Organiser may also request payment of amounts due in accordance with the cancellation payment schedule specified in Article 4 hereafter.

## PLACEMENT

Stand placement offers at **BAD+** shall be made to the exhibitor only once the Organiser has received the present application file, duly initialled and signed and accompanied by the payment of amounts due on the date of transmission.

The Organiser draws up the event layout plan and allocates placements freely, taking into account possible wishes expressed by the exhibitor, the type of works, products and/or services presented by the latter and the wishes of other exhibitors, in accordance with major event practice, to enable a fair balance between type and quality, the proposed layout of an exhibition area and, if appropriate, the registration date of application files.

In its coordination and organisation role, the Organiser may be obliged to modify the size and layout of surface areas requested by the exhibitor. Such modifications do not authorise the exhibitor to unilaterally terminate their engagement to participate.

The location of the exhibition space allocated to an exhibitor will be transmitted by the Organiser in the form of a floor plan. It is the exhibitor's responsibility to ensure the compliance of the plan prior to the setting-up of their exhibition space. The Organiser's liability cannot be engaged if a discrepancy arises between the dimensions indicated and the actual dimensions of the exhibition area.

The plan specifies the general breakdown of units surrounding the allocated placement.

These indications, valid on the date of the establishment of the plan, are provided for information and are subject to changes which may not be notified to the exhibitor.

Any claims relative to the placement defined by the plan must be submitted within eight days as of reception of the plan by the exhibitor. Beyond this period, the placement offered is deemed acceptable to the exhibitor.

The Organiser may not, in any circumstances, reserve a placement or guarantee this placement from one edition to another. Furthermore, participation in previous events does not entitle the exhibitor to any rights related to this precedence.

## Article 2: EFFECTS OF THE CONTRACT

The signature of the present contract by the exhibitor, i.e., the application file and provisions of the present Regulations, implies the compliance with all provisions herein, without reserve or restriction, in addition to all subsequent provisions. In this regard, the exhibitor undertakes to:

- comply with the schedule and technical directives specified in the Exhibitors' Guide, in addition to all standards applicable to the exhibitor
- comply with the Admission Commission regulations

Furthermore, the exhibitor hereby undertakes to accept all constraints which may be imposed by the Organiser, in particular regarding the holding of events during the exhibition. The exhibitor also undertakes to accept all the constraints imposed the security agent and to actively participate in this aspect.

Details for setting-up and dismantling will be provided in the Exhibitors' Technical Guide.

The Exhibitors' Technical Guide will be transmitted to the exhibitor by the Organiser prior to the holding of **BAD+**. All instructions and obligations contained in this guide must be followed by the exhibitor.

## Article 3: TERMS OF PAYMENT

The exhibitor undertakes to comply with the

payment schedule specified in the application file. Pursuant to Article L-441-6 of the Commercial Code, the interest rate fixed for the amount of penalties for late payment is that applied by the European Central Bank at its most recent refinancing operation, plus an increment of 10 percentage points, in addition to a flat-rate charge of €40 for recovery fees.

## Article 4: WITHDRAWAL - CANCELLATION

In the event of early termination of the participation contract, leading to the cancellation of the exhibitor's participation in the event, the exhibitor must pay the organiser a cancellation indemnity fixed according to the following terms and conditions

- a fixed amount corresponding to the administrative costs incurred if the cancellation occurs before 6 months prior to the opening of the event
- 50% of the amount of the reservation including tax if the cancellation occurs between 6 months and 75 days before the opening of the event
- 75% of the amount of the reservation including tax if the cancellation occurs between 74 and 46 days before the opening of the event
- 100% of the amount of the reservation including VAT if the cancellation occurs after the expiry of the period of 45 days before the opening of the event.

## Article 5: STAND SET-UP SERVICE PROVISIONS AND RESPECTIVE OBLIGATIONS

1. **The exhibition space** is delivered to the exhibitor with the service provisions specified in the application file.

2. **The exhibitor may not intervene in any way whatsoever on the constitutive or decorative elements of these facades and their openings** (which are unalterable). Any specific request relative to these facades must be submitted to the Organiser for approval.

3. **Works inside the stand** must be carried out by the exhibitor, at their expense and in compliance with the technical guide, security standards in effect and the overall installation. It is expressly forbidden to affix or tape any posters or materials to the structure of the building, walls, posts and floor without prior authorisation from The Organiser, even when these are located inside the stands. For safety reasons, only spotlights supplied by the organizer are permitted at the show (as are partitions).

4. **Stand volumes** are delivered according to a height fixed by the Organiser. No interventions are thus required or possible for the structural shell of the stand. Each stand is made up of 3 partitions. If the exhibitor does not require a 3rd partition, this does not entitle him to a discount. If the exhibitor wishes to move this partition to an interior layout, it will be invoiced as an additional service.

5. **All decorative projects** involving the creation of an interior architecture (flooring, podiums, raised levels, partitions, suspended ceilings, cornices or hangers, etc.) must be submitted to the Organiser for approval before 28 February 2024. Furthermore, the exhibitor is prohibited from carrying out advertising on their stand for a third party gallery or company.

6. **For security reasons**, the building of partition walls or the creation of divisions inside the stand are prohibited without the consent of the Organiser.

7. **Each stand possesses a main entrance and may have other openings**, the position and width of which are determined by the Organiser. With the exception of art works, no forms of decoration will be accepted outside the stand.

8. **The interior decoration of the stand, electricity, telephone and internet charges,**

interior signage and all other additional charges (installation, maintenance and cleaning, etc.) are at the exhibitor's expense.

9. **If an exhibitor calls on a decorator** for the installation of their stand, the exhibitor must immediately notify the Organiser in writing, in order to transmit the technical obligations before 10 February 2024.

10. **The Organiser reserves the right to remove or alter installations which may harm the general aspect of the fair** or inconvenience neighbouring exhibitors or the public, or that do not comply with the prior plan and model submitted for the Organiser's approval. The Organiser may withdraw authorisation granted in the event of an inconvenience caused to neighbouring exhibitors, visitor flows or the execution of the fair.

11. **The following elements are expressly forbidden for exhibitors:**

- Sound and light works / objects

The Organiser and the Committee reserve the right to remove or modify the location of light or sound installations which may inconvenience neighbouring exhibitors or the public. The presentation of any works in this form are subject to the prior submission of a model or plan specifying their location and technical features.

- Works/objects which may represent a danger for visitors, the surroundings or the exhibitions site.

Works or objects which may represent a danger for visitors, the surroundings and/or the exhibition site (works containing, in particular, sharp elements, electrical installations, naked bulbs within reach of the public, water features, etc.) are subject to appropriate installations to prevent the risk of any damage whatsoever (safety distance, additional precautions, etc.).

In the event of obvious risk, the Organiser may request the relocation and/or removal of the objects or works in question and/or the implementation of appropriate measures. The exhibitor undertakes to implement such measures without delay. This clause shall not be construed as creating a general obligation for the Organiser to ensure that the works and objects exhibited do not represent a risk of any kind.

In any event, works and objects are exhibited under the sole responsibility and supervision of the exhibitor.

12. **At the end of the exhibition and by 12am on 3 June 2024 at the latest, the exhibitor must have completely dismantled their own installations and decors.**

If the state of the stand requires clearing of any kind, this intervention will be billed to the exhibitor to the benefit of the company carrying out the cleaning operations.

13. **The Organiser declines all responsibility for structures or installations erected by the exhibitors.**

Exhibitors take up the exhibition spaces in the condition in which they are found and must leave them in the same condition. Any form of deterioration, in particular to the facades of the stand, the premises and installations in which **BAD+** is held, caused by an exhibitor, their installations, equipment or goods, is at the expense of the exhibitor.

#### **Article 6: DIGITAL CATALOGUE**

Photos of works and objects to be featured in this catalogue must be transmitted to the Organiser by **28 February 2024**.

Any photo document received after the deadline set by the Organiser will not be included in the catalogue.

An exhibitor who does not feature in the catalogue due to their failure to provide photographs within the specified deadlines is not, in any case, entitled to a reimbursement any.

The Organiser is the sole holder of the publishing and sale rights to the **BAD+** catalogue, in addition to the rights related to the advertising therein. The Organiser may grant all or part of these rights. The Organiser will not be held liable for omissions or reproduction, composition or other

errors which may occur.

The exhibitors authorise the Organiser to publish, free of charge, in electronic or paper format, the information provided on the fair website, in the official exhibitors' catalogue and/or on any media related to the fair (visitor guides, wall plans, etc.). The exhibitor guarantees that the names, logos, and more generally, all content provided by them for publication on the **BAD+** website or in the official catalogue or any other reference (visitor guides, wall plans, etc.), do not infringe on the intellectual property rights of a third party and are neither defamatory nor illicit.

The exhibitor undertakes to compensate the Organiser and accept their liability for all damage, loss of earnings, damage to reputation, claims, costs and expenditure incurred or engaged by the Organiser due to the infringement of the above-mentioned guarantee. The Organiser reserves the right, prior to publication, to modify, delete or group together text where deemed useful, in addition to the right to refuse or modify the texts of paid advertisements which may harm other exhibitors.

#### **Article 7: GENERAL PROVISIONS RELATED TO THE WORKS & OBJECTS EXHIBITED**

The works and objects presented by the exhibitors must be in accordance with public order and the laws in effect. In this regard, exhibitors are formally prohibited from exhibiting illicit works or products or items resulting from illegal activities. It is also prohibited for any person unauthorised by law to offer service provisions or products subject to regulated activities. Exhibitors who breach these provisions may be prosecuted without prejudice to the measures the Organiser may implement to cease such breaches.

Exhibitors are fully responsible for the objects and art works exhibited and for their acts vis-a-vis third parties. The liability of the Organiser cannot be engaged in any regard. In the event of a claim lodged by a third party against the Organiser, with regard to an act or objects and works presented by an exhibitor, the exhibitor in question shall indemnify the Organiser for all costs reasonably incurred by the latter for its defence and for potential prosecutions it may be subject to.

Each exhibitor must ensure and guarantee the origin of the works and objects they exhibit.

Additionally, all items subject to legislation on precious metals must comply with the Guarantee Services.

#### **Article 8: SALE OF WORKS AND OBJECTS**

During the event and for security reasons, no goods may be released from **BAD+** without a duly completed goods issue document, describing the goods released, and signed in advance by the General Commissioner of **BAD+** and the exhibitor. This goods issue document must be submitted for security checks.

Works and objects are sold under the sole responsibility of the exhibitor.

The exhibitor undertakes to replace works and objects sold to ensure their stand contains a sufficient number of works and objects on exhibit. Replacement works and objects may be delivered during the times specified in the Exhibitors' Guide and are subject to checks in accordance with the present Article 8.

#### **Article 9: SECURITY**

##### **9.1- Storage of goods and equipment - Risk liability**

The exhibitor is solely responsible for the exhibited items and works, and more generally, for all their equipment, for the duration of the fair **(24/7)**, including setting-up, dismantling, handling, moving and transport. The responsibility of the Organiser may not be engaged relative to these elements in any regard.

In accordance with security regulations, the exhibitor is required to take all necessary measures to protect the works and objects exhibited, in addition to their equipment, from all risks. Such measures are in no way under the liability of the Organiser. The exhibitor is responsible for the choice of storage options for these works, objects and equipment (such as secured hanging, use of

the exhibitor's own security agents on the stand, etc.).

Such choices are made, as necessary, via express derogation from any opposing legal constraint.

It is the responsibility of each exhibitor to exercise their vigilance with regard to their goods, equipment and personal items during public opening hours and during the setting-up and dismantling of the stands.

The ongoing and constant presence of the exhibitor or one of their associates on their stand is obligatory for the duration of the event (from the arrival of the works and objects on the stand to their removal at the end of the event), in particular during public opening hours.

Likewise, if private evening events are organised by the Organiser, the exhibitor shall ensure their presence, or that of an associate, on the stand during this event.

It is expressly agreed that the Organiser cannot be held liable for theft or deterioration occurring during the exhibition, including during the setting-up and dismantling phases or during private evening events.

9.2 **Badges must be worn at all times**, for the duration of the fair and during setting-up and dismantling. Exhibitors must allow permanent access to electricity supply and telephone units located on or near their stand.

9.3 **The exhibitor must comply with safety measures** imposed by administrative or legal authorities, in addition to safety measures which may be implemented by the Organiser. The exhibitor must also enable the inspection of such measures.

Decisions made by the Organiser related to the application of safety measures come into immediate effect.

The Organiser reserves the right to refuse admission or remove from the premises any person, whether visitor or exhibitor, whose presence or behaviour represents a risk to the safety, peace or good image of the fair and/or the integrity of the site.

The exhibitor undertakes to comply with all restrictions of use and hygiene & safety standards in effect in the exhibition venue and in particular the provisions of the Safety Specifications Brief and Internal Regulations, a copy of which is provided on site by the Organiser for the duration of the fair.

Work involving the use of ladders is carried out in accordance with Article E 233-13-22 of the Labour Code. 'Ladders must not serve as work stations. Scaffolding serves as a means of working at a height, to ensure collective safety.'

The exhibitor is required to provide the Organiser with the complete list of staff working on their stand (fitters, technicians and other).

#### **Article 10: INSURANCE**

The exhibitor is required to take out:

- **An 'all risks' exhibition insurance policy** that covers the exhibitor's equipment and/or merchandise worth up to €15,300 against risks of vandalism, theft, loss, fire, explosion, water damage and accidental damage. The cover applies on the site of the event, within the confines of where it is taking place. The exhibitor must verify that they are covered for goods of a value exceeding €15,300. In the event of a claim, an excess of €1,000 is applied.

- **An insurance policy covering the financial consequences of their civil liability** as exhibitor, and more specifically, their liabilities incurred towards any third party including the owner and managing companies of the premises in which the fair is being held, for the duration of said fair (including setting-up and dismantling). This insurance must be underwritten with a reputedly solvent insurance company and must cover the exhibitor for sufficient amounts.

- **The exhibitor must provide the Organiser with a certificate from their insurance company 60 full days prior to the start of the exhibition**, in the format of the certification form (provided in the Exhibitors' Guide), duly completed and signed and specifying paid off by their insurer, valid at the time of installation and for the duration of the

exhibition.

This insurance cover must include a clause of waiver to all recourse on the part of the insurers against Beam and its respective insurers.

The exhibitor also waives all recourse under the same terms as those specified above.

#### **Article 11: RESPONSIBILITY OF THE ORGANISER**

The terms of organisation of the fair, in particular the opening and closing dates, the venue, prices and authorised public are defined by the Organiser and may be modified at the Organiser's initiative. The Organiser may cancel or postpone the fair. In such an event, the exhibitor shall be reimbursed for the amount of their downpayment or participation. The exhibitor acknowledges the possibility of a cancellation and accepts all risks related to the non-occurrence of the fair, in particular their exclusive liability for expenses they may have incurred in anticipation of said fair.

In the event, due to major, unforeseeable or economic reasons (such as, but not limited to, fire, flooding, insufficient participation, non-availability of exhibition venues, destruction, accident, fortuitous event, local or national strike action, rioting, security threat, storm, terrorist threat or health situation, on a local, national or international scale), the salon cannot take place, the application files shall be cancelled and remaining sums, after payment of expenses incurred, shall be allocated pro rata to the participants, according to the amounts paid by each participant.

The exhibitor entrusts the Organiser with the decision to interrupt or evacuate the fair in the event of a threat to public safety, and undertakes not to file any grievance for such a decision a posteriori.

The exhibitor undertakes to comply with and ensure compliance with the directives of the technical file transmitted to them and available via internet or the exhibitor extranet.

The exhibitor is responsible, vis-a-vis the Organiser, for any non-compliance with the specifications brief imposed by the site owner or tenant of the venue provided to the Organiser of the fair.

The liability of the Organiser shall not be incurred if the latter applies the stipulations of the present general regulations.

The liability of the Organiser, if incurred through its own action, or that of its agent(s), or that of a third party, regardless of the cause, is limited, for all types of damages, to the amount of €150,000 (one hundred and fifty thousand euros).

The present clause is applicable even in the case of a third party or agent for whom the Organiser is accountable, or in the case of serious fault, intentional or unintentional misconduct

#### **Force majeure**

In addition to all other cases referred to elsewhere, the Organiser will not be held liable for the non-execution of its obligations and in particular the postponement or cancellation of all or part of the fair, provided it can demonstrate:

- that this non-execution is due to an event beyond its control
- that such an event and its impact on the execution of the contract upon its conclusion could not be reasonably foreseen
- that this event or its impacts could not be reasonably avoided or overcome.

#### **Such an event, as described in the above paragraph may result in particular in:**

- Strike action on the part of the Organiser's agents or sub-contractors occurring during the event,
- The withdrawal of administrative authorisations and more generally acts of authority, whether legal or illegal,
- Natural disasters,
- Explosion, fire, or the destruction of installations,
- Malicious acts, attacks or threat of attack, terrorist acts or threat, sabotage or threat of sabotage, rioting, etc.,
- Consequences of the Vigipirate Plan or preventative measures taken by competent

authorities to avoid such events.

This list is neither exhaustive nor limitative.

#### **Article 12: FLUIDS**

As specified in the technical file, the connection of exhibition areas to electricity, telephone, water supply or air networks are at the expense of exhibitors having requested such connections within the required timeframe and according to the technical possibilities of the exhibition venue. All such requests must be addressed to Beam or the designated providers via specific forms, to be found in the exhibitors' Technical Guide.

#### **Article 13: CUSTOMS**

Each exhibitor is responsible for handling the customs requirements of objects, works, equipment and products entering France from abroad. The Organiser cannot be held responsible for issues arising from customs formalities.

#### **Article 14: INTELLECTUAL PROPERTY**

The exhibitor guarantees the Organiser that they are the holder of or have obtained the intellectual property rights to the works, objects, goods, creations or brands they are exhibiting, and possess all the rights and/or authorisations necessary for their presentation during the fair. The Organiser will accept no responsibility in this area.

The Organiser may exclude exhibitors convicted for acts related to intellectual property, in particular counterfeit.

The exhibitor authorises the Organiser, for the duration of the validity of the rights in question, free of charge and in all areas, to reproduce and present the goods, creations and brands exhibited via the fair's communication media (internet, catalogue, invitation cards and visitor maps, promotional videos, etc.) and more generally on all media geared towards the promotion of the fair (photos of the fair for media, press or internet publication, television broadcast at/during the fair (non-exhaustive list).

The exhibitor guarantees the Organiser that they have obtained the intellectual property rights to the works, objects, goods, creations or brands and others (plans, concepts or services, etc.) they are exhibiting, and possess all the rights and/or authorisations necessary for the above-mentioned uses.

#### **Article 15: ROYALTY COLLECTION**

The exhibitor deals directly with royalty rights collecting and attribution bodies (SACEM, etc.) for the use of music in any form within the fair. The Organiser declines all responsibility in this area. The Organiser may request relevant documentary proof of such from the exhibitor, at any time.

#### **Article 16: APPLICATION OF THE PRESENT TERMS - MODIFICATIONS**

Any breach of the provisions of the present regulations, and where appropriate, of the internal regulations established by the Organiser, may result in the exclusion of the exhibitor in question, without prior notification. This includes, in particular, non-compliance with surface layout, safety rules, non-occupation of the exhibition space, and the presentation of objects and works non-compliant with the provisions listed in the participation application.

A penalty fee will be charged to the exhibitor for damages incurred to the event. This penalty fee is at least equal to the amount of participation forfeited to the Organiser, without prejudice to any additional damages which may be claimed.

The present terms may be modified by the Organiser in view of new obligations imposed on the Organiser by competent authorities or the exhibition venue/site. The exhibitor must comply with these new obligations.

In the event of conflict between the provisions of the present General Regulations and the exhibitor's terms of purchase, it is agreed that the provisions of the present General Regulations shall prevail.

Possible difficulties in the interpretation of the

English-language version of the present General Regulations shall be resolved by referral to the French-language version of said Regulations.

The Organiser reserves the right to rule in all non-foreseeable cases to the present Regulations and to include new provisions when deemed necessary for the smooth execution of the fair.

The nullity, on any grounds whatsoever, of all or part of one of the provisions of the present regulations shall not affect in any way the other provisions of said regulations.

#### **Article 17: DISPUTES**

For all claims or disputes arising from the execution of the present contract, i.e., the application file and provisions of the present Regulations, the parties agree to refer the matter to the **courts of Bordeaux**, who have sole jurisdiction.

With regard to the interpretation of the present contract, i.e., the application file and provisions of the present Regulations, the French text is the sole authoritative reference.

The present clause is also applicable in the event of the termination of the contract, i.e., the application file and provisions of the present Regulations.

In the event of a claim or dispute, regardless of the grounds, the exhibitor undertakes to submit their claim to the Organiser, prior to any proceedings, via registered letter with acknowledgement of receipt. All proceedings initiated before expiry of a 15-day period following receipt of said letter shall be deemed inadmissible.

In accordance with Article 2254 of the Civil Code, the parties agree to a 1-year statute of limitations for rights and actions relative to the possible liability incurred by the Organiser through its own actions or that of an agent or third party, regardless of the cause. This period will come into effect as of the expiry of the 15-day period provided for in the previous paragraph.

#### **Article 18 - ELECTION OF DOMICILE**

For the execution of the present, the parties elect domicile in their respective headquarters.

**COMPULSORY INSURANCE SUBSCRIPTION**

I, the undersigned,

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Residing at:

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Undertake, as an exhibitor at **BAD+ 2024**:

- To provide a copy of my civil liability insurance policy taken out with a waiver of any recourse against Beam
- And cover take out cover for damage to my own goods above the initial risk of €15,300 throughout the duration of **BAD+**, i.e., from 29 May to 2 June 2024 (setting-up and dismantling phases included).

before 28 february 2024.

Date:

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Signature:

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**AFFIDAVIT**

Since the coming into effect of the new VAT regulations **Directive 2006/112/EC modified (Articles 53 and 54)**, the processing of value added tax has changed substantially.

The majority of service provisions provided by fair organisers are now billed without VAT to taxable foreign companies, pursuant to **Articles 44 and 196 of the Directive 2006/112/EC modified.**

**As a reminder: A taxable entity is a physical or moral person with an economic or commercial activity.**

In order to enable us to bill for services ordered exempt from French VAT, please:

**1) Complete the certificate below**

**2) Provide us with a copy of all documentary proof of the VAT taxation of the company receiving the service provision.**

Failure to provide the certificate below and/or the above-mentioned documentary proof will result in the application of French VAT to your invoices.

**CERTIFICATE**

I, the undersigned,

\_\_\_\_\_

In the position of:

\_\_\_\_\_

On behalf of the company (Trading Name):

\_\_\_\_\_

Address

\_\_\_\_\_

Postal code

City

\_\_\_\_\_

Tax identifier (if available):

Country

\_\_\_\_\_

**Certify that the above-named company is subject to VAT and has an economic or commercial activity in its country of establishment.**

Date

in:

\_\_\_\_\_

Company stamp

Signature:

\_\_\_\_\_