

MUSE Modern & Contemporary Art Fair, LLC

EXHIBITOR AGREEMENT OF PARTICIPATION (T&C)

The Art Fair Exhibitor Agreement (“Participation Agreement”), including the Addendum, is made and entered into between MUSE Modern & Contemporary Art Fair LLC and d/b/a MUSE Art Fair, MUSE, (collectively the “COMPANIES”), on the one hand, and (“EXHIBITOR”), on the other (collectively “the PARTIES”), and shall reflect the terms and conditions of the Art Fair to be held at MUSE Modern & Contemporary Art Fair, at Gates Hotel South Beach - a Doubletree by Hilton, 2360 Collins Avenue, Miami Beach, Florida on December 3 - 8, 2019 (hereinafter referred to as “ART FAIR”) scheduled as follows:

Tuesday, December 03	VIP Preview 4pm-6pm
	VIP Vernissage 6 pm to 10pm
Wednesday, December 04	11:00 am - 8:00 pm
Thursday, December 05	11:00 am - 8:00 pm
Friday, December 06	11:00 am - 8:00 pm
Saturday, December 07	11:00 am - 8:00 pm
Sunday, December 08	11:00 am - 5:00 pm

1. The COMPANIES will accept, at their sole discretion, modern to contemporary works of visual fine arts created from the 1900’s to present day that addresses both the plights and the triumphs of multi-ethnic cultures featuring global artists from all ethnicities who understand and embrace Black and multi-ethnic cultures and its vast human achievements. The COMPANIES will NOT accept items of furniture and/or design objects.
2. ART FAIR is a modern, contemporary fine art fair dedicated to Women, Blacks and other Multi-Ethnic experiences held annually during Miami Art Week and Art Basel Miami Beach weekend.
3. Solo Artists, as well as Collectives and Galleries are welcome to apply and participate in ART FAIR
4. Upon submission of an Application to the COMPANIES, EXHIBITOR will describe, in detail, art work to be shown at ART FAIR.
 - a. Application and deposit should be returned by September 30, 2019. An application received after this date will not guarantee consideration by the Selection Committee or placement due to space availability. A Selection Committee, appointed by MUSE
5. Applications must be in digital format and submitted via the online website. Contact info@museartfair.com for dropbox upload of additional support materials or questions.
6. Applications and/or any additional support materials submitted to the COMPANIES will not be returned to EXHIBITOR.
7. Applications must be accompanied by a \$150.00 nonrefundable Application fee, ranging from \$150. to \$185. depending on the method of payment.
8. Upon acceptance by EXHIBITOR this AGREEMENT is not subject to cancellation or modification after execution and countersignature, except by mutual written Agreement between the parties hereto. EXHIBITOR agrees to be bound unconditionally by the COMPANIES’ rules and regulations as may be set forth by the COMPANIES.

9. If the EXHIBITOR is accepted to display his/ her/its work at the ART FAIR, MUSE will issue a Notice of Acceptance to the EXHIBITOR.
10. Within five (5) days of receipt of the Notice of Acceptance, the following fees will be due and payable in US DOLLARS to MUSE:
 - a. Fifty percent (50%) of the cost balance of the Exhibit space; and
 - b. Fifty percent (50%) of the Cooperative Advertising Fee (\$250) which totals \$500.00 per Exhibit Space (except full \$500 of \$500 totals if applicable).
11. Exhibitor agrees to pay the remaining balance by no later than thirty (30) calendar days after deposit was made unless the fair date is 45 days or less then all fees are due immediately.
12. Any and all additional fees are due and payable by no later than Friday, September 27, 2019.
13. Additional services to be performed by third parties in conjunction with ART FAIR shall abide by the rules and regulations of the COMPANIES and the ART FAIR. EXHIBITOR shall ensure that its vendors, employees, and/or contractors comply with all rules and regulations.
14. Payments made via cash, certified bank check, or wire transfer reflect a 4% discount. Payments made using credit cards are not entitled to the cash, certified bank check, or wire transfer discount and the applicable fees will be recalculated accordingly. A \$35.00 wire fee will be added to bank transfers. For wire transfer details contact (305) 417-8278 or info@museartfair.com Please include gallery / solo artist name on the wire to insure proper credit. Certified checks must be drawn on U.S. banks only and made payable to: MUSE Modern & Contemporary Art Fair, LLC at the address P.O. Box 331845, Miami, FL 33233.
15. Failure to remit the deposit within the deadline will nullify the Notice of Acceptance and deem any and all contracts terminated unless otherwise agreed to by the COMPANIES.
16. Any payments submitted to the COMPANIES are non-refundable. If EXHIBITOR fails to timely pay the fees in full by deadline the COMPANIES reserve the right to deny EXHIBITOR from presenting at the ART FAIR and all payments made to the COMPANIES will be forfeited by EXHIBITOR.
17. The COMPANIES reserve the right to revoke a Notice of Acceptance if it was given based on false information provided by EXHIBITOR and/or EXHIBITOR's agents or employees.
18. The COMPANIES shall have sole control over admission policies at all times.
19. The COMPANIES shall not be liable for any failure or delay in the performance of this AGREEMENT for the period that such failure or delay is due to causes beyond their reasonable control, including but not limited to acts of God, war strikes or labor disputes, embargoes, government orders or any other force majeure event. No refunds or credits shall be made by the COMPANIES in the event of a cancellation of the ART FAIR due to any circumstance beyond the control of the COMPANIES.
20. All rules and regulations of all applicable Sponsorship Agreements, Exhibitor Agreements and related materials are hereby incorporated into this AGREEMENT by reference as if fully set forth herein.
21. Every EXHIBITOR must include his/her address and artworks in the ART FAIR media mediums for digital catalogue, website, etc. The COMPANIES shall not be held liable for any errors or omissions in the ART FAIR's catalogue or any related materials.
22. The COMPANIES make no representation or warranties regarding the number of exhibition attendees or the demographic nature of the attendees.
23. In no event shall the COMPANIES, its agents, officers, employees, and/or directors be liable for any indirect, consequential, incidental, special, punitive or exemplary damages, or for any loss of profits or revenue, regardless of whether the COMPANIES knew or should have known of the possibility of such damages, and in no event shall the COMPANIES' total cumulative liability, including attorney's fees and costs, under this AGREEMENT exceed the fees paid to the COMPANIES.
24. Any act by the EXHIBITOR at the ART FAIR which constitutes (a) an infringement of copyright or trademark or (b) a false claim of pending patent application or (c) a false claim of registration of trademark, patent or registered design is a criminal offense and a tort actionable by the owner or other holders of rights and other injured parties. EXHIBITOR shall indemnify and hold the COMPANIES harmless for any such acts and EXHIBITOR shall bear and pay for the

COMPANIES' legal fees and costs should the COMPANIES have to defend against any legal action taken against the COMPANIES due to EXHIBITOR's conduct. The COMPANIES will not issue any refunds if an exhibition space is closed due to alleged copyright, trademark, and/or patent infringement.

25. EXHIBITOR is liable for the authenticity of his/ her artwork shown and sold at the ART FAIR. Should the authenticity of any work of art be questioned or placed at issue before or during the ART FAIR, the COMPANIES reserves the right to have said artwork withdrawn from the ART FAIR, until such time as EXHIBITOR satisfies the COMPANIES as to the authenticity of the artwork. EXHIBITOR agrees to indemnify and hold the COMPANIES harmless from any damages, costs, and expenses, including attorney's fees and costs, incurred as a result of claims against the COMPANIES, due to the misrepresentation of EXHIBITOR's artwork shown or sold at the ART FAIR.

26. EXHIBITOR shall, at its sole expense, obtain and carry worker's compensation, commercial general liability, personal injury and blanket contractual insurance with a reputable and highly rated insurance company or companies licensed in Florida and acceptable to the COMPANIES, which policy shall name MUSE Modern & Contemporary Art Fair, LLC and d/b/a MUSE Art Fair, MUSE, ArtBedStuy as additional insureds, with initial limits of not less than \$1,000,000 per occurrence and \$2,000,000 per aggregate for the entire duration of the ART FAIR. Each policy of insurance required under this AGREEMENT shall be non-cancelable for the duration of the ART FAIR. EXHIBITOR shall deliver certificates of insurance signed by the EXHIBITOR or an officer of the EXHIBITOR to the COMPANIES at least 45 days prior to the Exhibition start date before the EXHIBITOR's booth is set up for the ART FAIR. It is strongly recommended the Exhibitor also carry insurance to cover loss, damage, or injury to any property of the Exhibitor or to any of his officers, agents, employees or contractors, whether attributable to accident, fire, theft or any other cause whatsoever. While the COMPANIES may provide security guards, it is done solely as an accommodation to EXHIBITOR. The EXHIBITOR expressly agrees to save and hold harmless the COMPANIES, the lessor of the Exhibition facility or

ART FAIR facilities, their management, agents, employees, licensees, invitees and contractors from any and all claims, liabilities and losses for injury to persons (including death) or damage to property arising in connection with EXHIBITOR'S use of the booth space and the Exhibition premises or ART FAIR facilities, and in connection with security personnel provided by the COMPANIES. EXHIBITOR understands that neither the COMPANIES nor the venue maintains insurance covering the EXHIBITOR's property and it is the sole responsibility of the EXHIBITOR to obtain such insurance.

27. EXHIBITOR agrees to indemnify and hold the COMPANIES harmless from and against any all claims, liabilities, actions or damages, including attorney fees and costs in the defense thereof, arising in connection with the performance of EXHIBITOR's duties hereunder, and from any injuries sustained or claims by any employee, agent or servant of EXHIBITOR. EXHIBITOR further agrees to indemnify and hold the COMPANIES harmless for any claim or injury arising from the action of participant or other persons associated with the EXHIBITOR and shall indemnify and hold the COMPANIES harmless for any claim or liability arising out of the use of the exhibition space or ART FAIR facilities. Under no circumstances will the COMPANIES or its agents or representative be liable for any loss of profits, loss of business, interruption of business or indirect, special, incidental or consequential damages of any kind resulting from any breach this agreement, even if the damaged party has advised the other party of the possibility of such loss.

28. EXHIBITOR shall not assign, sublet or share space within ART FAIR without prior written consent of the COMPANIES.

29. EXHIBITOR will not, without the prior consent of the COMPANIES, conduct receptions, seminars, symposiums, panel discussions, hospitality suites or the like at any time prior to, during or after the ART FAIR, whether held at the ART FAIR or at any hosting city's location.

30. EXHIBITOR shall not cause any performance whatsoever or playing of music at the ART FAIR without the prior consent of the COMPANIES.

31. EXHIBITOR grants the COMPANIES and its affiliates the right to photograph as well as use any video medium, any exhibit space at the ART

FAIR for documentation, advertising or media purposes. Photographs taken by third parties, as well as photographs taken by EXHIBITOR of Exhibit spaces that do not belong to that particular EXHIBITOR, will require consent by the COMPANIES. EXHIBITOR may photograph his/her own exhibit space.

32. ART FAIR's move-in and move-out dates, times, terms and conditions will be listed in the COMPANIES'S EXHIBITOR Manual. The EXHIBITOR Manual is made a part of this ART FAIR PARTICIPATION AGREEMENT and incorporated herein by reference as though fully set forth herein.
33. Stand Operations and Conditions, Stand Safety and Conditions and Stand Security and Conditions are attached hereto as Addendum "1" and made a part of this ART FAIR PARTICIPATION AGREEMENT and incorporated herein by reference as though fully set forth herein.
34. Florida Sales Tax (or host state) shall be paid by EXHIBITOR.
35. Any disputes occurring as a result of the ART FAIR PARTICIPATION AGREEMENT or its adherence thereto shall be resolved by Arbitration, governed and in accordance with the laws of the State of Florida. This AGREEMENT shall be construed for all purposes in accordance with the substantive law of the State of Florida, and the exclusive venue for enforcement hereof shall be Miami-Dade County.
36. In the event a suit or other action is commenced to construe or enforce any provision of this AGREEMENT, the prevailing party, in addition to all other amounts such party shall be entitled to receive from the other party, shall be paid by said party reasonable attorney's fee and court cost.
37. ART FAIR is a public accommodation defined under Title III of the Americans with Disabilities Act (ADA). EXHIBITOR will make their art work accessible to individuals with disabilities and not discriminate against any individual in any manner.
38. All Notices and/or communications pertaining to the Parties' AGREEMENT shall be in writing and shall be sent either via U.S. Mail or via E-Mail.
39. Consent to Electronic Record E-Sign Verification, the Electronic Signatures in Global and National Commerce Act (15 U.S.D. 7001, et seq.), requires that EXHIBITOR consent to entering into an electronic agreement with the COMPANY before an Agreement can be executed. When EXHIBITOR enters into this online Agreement with MUSE Modern & Contemporary Art Fair, LLC d/b/a/ Muse Art Fair, MUSE, ArtBedStuy EXHIBITOR will not be required to submit a paper application. An electronic record will evidence the entire Agreement(s) between EXHIBITOR and the COMPANIES.
40. EXHIBITOR consent to the use of an electronic record and has read and agreed to the COMPANIES Agreement of Participation (Terms & Conditions), Application, Agreement(s) and Privacy Policy.
41. It is acknowledged that EXHIBITOR has entered into this AGREEMENT of his/her/its own accord and that EXHIBITOR understands all the terms and provisions of this and any other incorporated AGREEMENT. EXHIBITOR further acknowledges that EXHIBITOR has been given the opportunity to review this AGREEMENT with an attorney.
42. If any provision of this AGREEMENT is declared void or unenforceable, such provision shall be severed from this AGREEMENT which shall otherwise remain in full force and effect, but only to the extent that the original intent of this AGREEMENT would not be altered in any material respect.
43. The failure of either party to enforce this AGREEMENT does not constitute a waiver of either party's right to enforce this AGREEMENT.
44. This instrument contains the entire ART FAIR PARTICIPATION AGREEMENT. This AGREEMENT may not be amended or modified except by a writing signed by both parties.

MUSE Modern & Contemporary Art Fair, LLC

ADDENDUM 1

Stand Installation

1. ART FAIR shall have a uniform look. Stand structures shall be in accordance with regulations on Stand construction.
 - 1.1. Please see the COMPANIES' Exhibitor Manual for Stand construction as well as additional charges that may be incurred for extra wall construction, doors, Stand lighting, drayage and other preparation.
 - 1.2. Fees for additional services are not refundable.
2. After installation, EXHIBITOR shall examine the Stand(s) and immediately notify the COMPANIES of any problems or defects.
3. The cost of any additional vendors or laborers hired by EXHIBITOR for the enhancement of their Exhibit Space shall be at their own cost.
4. At the conclusion of the ART FAIR, EXHIBITOR must vacate and clear Exhibit Space and notify the COMPANIES that it has done so.

Stand Operation

1. EXHIBITOR will operate his Stand continuously throughout ART FAIR.
2. ART FAIR signage shall be fair standard and must be approved by the COMPANIES.
3. EXHIBITOR may advertise and welcome visitors only within EXHIBITOR's Stand.
 - 3.1. Any information displayed with the EXHIBITOR's Stand including prices, discounts and bonuses must be clear and accurate.
4. EXHIBITOR may advertise only artists or works of art presented by EXHIBITOR. Artwork shall be presented within the EXHIBITOR's Stand area.
 - 4.1. EXHIBITORS shall not arrange their exhibits so as to interfere with, hide or prejudice adjacent EXHIBITORS, as determined by the COMPANIES.

4.2. All music and lighting displays must have the prior written consent of the COMPANIES.

4.3. Exhibitor agrees to not serve food or drink in their booth without prior written consent of the COMPANIES.

5. The COMPANIES shall have the right to terminate EXHIBITOR for displaying inappropriate exhibits that are not consistent with the character, rules, or essence of the ART FAIR.

5.1. In the event an EXHIBITOR is asked to withdraw from the ART FAIR, no refunds or fees will be returned by the COMPANIES.

6. The COMPANIES reserve the right, in their sole discretion, to change EXHIBITOR's space assignment if its deemed in the best interest of the ART FAIR. If the COMPANIES determines that an EXHIBITOR's exhibit space must be down-sized, EXHIBITOR will be reimbursed the difference paid for a larger space.

Stand Safety and Conditions

1. All display materials used for decoration must be fire retardant. All equipment and electrical devices must be able to pass fire and electrical inspections. Items stored in EXHIBITOR's Stand must not block access to any Exhibit Space or cover electrical wires or outlets. All health, fire and public safety rules will be strictly adhered to.
 - 1.1. Should EXHIBITOR not comply with the fire and safety rules, a warning will be issued to immediately cure the problem.
 - 1.2. Should non-compliance continue, EXHIBITOR will be asked to withdraw from the ART FAIR and no refunds will be issued to Exhibitor.
2. Should EXHIBITOR cause any damage to the ART FAIR venue (by defacing the columns, walls or floors with any permanent covering or paint, or by causing holes to be made by the

use of staples, nails, or any other means of attachment), EXHIBITOR shall be responsible for the total cost of repair and/or replacement.

3. EXHIBITOR acknowledges that the COMPANIES reserve the right to remove all persons and property from the exhibition room without the necessity of or resorting to any legal proceeding and at any time may eject unruly, disorderly, or otherwise disruptive persons, or any persons they may, in their sole discretion, deem as unfit for the ART FAIR, from the Venue, including the facilities licensed to EXHIBITOR. EXHIBITOR hereby waives any right or claim for damages in connection with the exercise by the COMPANIES of this right.

Stand Security and Conditions

1. The COMPANIES are not responsible for EXHIBITOR's property or art work. EXHIBITOR is encouraged to safely store all possessions upon closure of ART FAIR for the night. EXHIBITOR may obtain individual Stand surveillance, at EXHIBITOR's expense.
2. The COMPANIES will not accept any responsibility for the safety or well-being of any art, property, or materials cosigned to or in the ownership of any EXHIBITOR during the ART FAIR, as well as during move-in and move-out, or for damages or loss incurred during shipping or transport of art property or materials to and from the ART FAIR. EXHIBITOR assumes all risk for transport, installation, and exhibition of art and personal property.
 - 2.1. EXHIBITOR shall indemnify and hold the COMPANIES harmless for any damages or loss incurred during the move-in, move-out, shipping, or transport of property to and from the ART FAIR, as well as for any damages or loss incurred to EXHIBITOR's art, property or materials during the ART FAIR.
3. EXHIBITOR and their staff will be given passes to the ART FAIR. Each pass will

contain the EXHIBITOR and/or staff member name to whom the pass was issued. For security reasons, these passes are not to be used by visitors or guests of the ART FAIR, or by anyone whose name does not appear on the pass.

Additional Terms & Conditions

1. Temporary parking (for loading) is allowed in the loading zone only or in an area designed and approved by MUSE.
2. No deliveries shall be made by using the elevators. You will be assigned a move-in / move-out time and the artwork will be delivered to the booth accompanied by EXHIBITOR.
3. Do not attach anything to light fixtures without the approval of MUSE.
4. Do not nail, drill or otherwise affix anything to the room wall / Venue.
5. All trash must be placed in the provided leak proof container and removed from the property at the end of each day of event.
6. EXHIBITOR has no Parking Rights for the event, except the same parking rights and parking rates that are available to the general public or valet parking.
7. EXHIBITOR's failure to adhere to these additional terms & conditions will result in a charge in the amount of five hundred dollars (\$500.00) per occurrence.

Cancellation

1. Upon acceptance by EXHIBITOR this AGREEMENT is not subject to cancellation or modification after execution and countersignature, except by mutual written Agreement between the parties hereto. EXHIBITOR agrees to be bound unconditionally by the COMPANIES' rules and regulations as may be set forth by the COMPANIES.
2. In the event EXHIBITOR seeks to cancel this license for exhibition space, withdraw from the Exhibition, or reduce its space requirements for the Exhibition, EXHIBITOR acknowledges that the COMPANIES would be

harm and suffer loss and that it would be difficult to determine the precise values for or amount of that harm. All cancellations, withdrawals or requests for reduction in space by EXHIBITOR must be in writing, by certified mail, return receipt requested. The date of cancellation, withdrawal or reduction in space, as applicable, shall be the postmark date on the notice. If EXHIBITOR cancels, withdraws or reduces its space requirements for the Exhibition, EXHIBITOR agrees to pay on demand to the COMPANIES the amounts set forth below if not previously paid by EXHIBITOR. Such payment shall be liquidated damages and not penalty, and the parties agree that such amounts constitute a reasonable provision for liquidated damages. Written Notice Given: (i) More than 90 days before show opening, deposit will not be refunded; (ii) 90 days or less prior to the show opening, even if selected to participate within 90 days prior to the Exhibition opening, EXHIBITOR is responsible for 100% of total booth space cost. In the event of a space reduction, EXHIBITOR is responsible for the reduced space cost AND the space reduction fee set forth above. If a reduction of space is requested, EXHIBITOR's booth space on the Exhibition floor may be moved in the sole discretion of COMPANIES.

COMPANIES or use such information in a manner competitive to EXHIBITOR. All financial agreements between EXHIBITOR and the COMPANIES are solely between EXHIBITOR and the COMPANIES and are considered confidential. Any breach of confidentiality will result in legal action.

Confidentiality and Non-Disclosure

1. EXHIBITOR will consider as confidential any and all information it receives in tangible form from the COMPANIES that is marked as Confidential or Proprietary and will use only for the purposes set forth above. Information which is disclosed orally will be considered confidential information if it is reduced to writing and sent to the receiving party within two weeks of the disclosure. EXHIBITOR agrees to receive and maintain all information in strictest confidence using care except as provided herein and will not use information for own benefit or disclose it to third parties without written consent of