

# SIAC 2019

8 > 11 MARCH 2019  
MARSEILLE - FRANCE

# TERMS AND CONDITIONS

## ■ ARTICLE 1 – GENERAL DESCRIPTION

The participation to this fair implies that you accept hereby without any reservations or restrictions the Terms and Conditions, and that you undertake to respect these rules in their totality without any recourse against the Fair Organizer. The 19<sup>th</sup> International Contemporary Art Fair – SIAC is organized by Eve GENRE, Fair Organizer, 13 Hameau du Mitan 13013 MARSEILLE (Galerie Phocéa Ass. Loi 1901 non assujettie à TVA - Siret n° 41945318800023 APE n° 9003A - Maison des Artistes n° 1699370) Tél. : 00.33 (0)4.841.841.93 Port. : 00.33 (0)6.08.52.61.41 Mail : galeriéphocéa@galeriéphocéa.com - Website : www.siac-marseille.com  
**Dates** : from 8<sup>th</sup> to the 11<sup>th</sup> of March 2019. Public admission from Friday from 10.00 am to 10.00 pm ; Saturday from 10.00 am to 08.00 pm, Sunday to Monday from 10.00 am to 07.00 pm.

**Place** : Marseille, Parc Chanot, Palais des Evénements. A 3 000 m2 air-conditioned space. Catering area, V.I.P. area., a free "Kiddies Corner" and cloakroom free of charge to visitors. The Parc Chanot is ideally situated in a residential area of Marseilles.

**Accessibility** : 20 mn from the International Airport, 5 mn from the motorways network. The Parc Chanot is easily accessible by public transport (underground and buses). Parking is available (free parking for exhibitors) and there is a taxi rank at the entry to the park.

**Numbers of stands** : around 150/160 depending on the booked area.

**Media coverage** : 4 x 3 advertisements, 60 x 40 advertisements, invitations, advertising brochures, advertising supplements in the press, T.V. radios, partnerships, internet, etc...

## ■ ARTICLE 2 - SELECTION

The SIAC 2018 is for professional artists, designers, art editors, art pictures framers, all crafts are excluded. All art techniques and styles will be accepted (figurative, hyper-realist, abstract, symbolic, singular art, etc.), except all crafts. **In the face of the recrudescence of imported and "customized" pieces, murals, sculptures, resin / plastic castings and other materials, drawn in unlimited numbers, are not allowed. The pieces must all be numbered and signed by the artist. The exhibitor is liable for legal and / or tax prosecution and for the use of visuals if he has not obtained the author's authorizations and their assigns.** The Selecting Committee, which is composed of professionals from the Art world will decide on admission to the fair and will give its decision without need to justify. **Applications will be considered only when all required documents are submitted and in case of refusal, no appeal nor any compensation will be accorded.** Applications will be registered in order of arrival and according to available spaces. As soon as the number of participants is reached, registrations will be closed and a waiting list will begin. The unsuccessful artists will be informed by their application being sent back. The selected artist will receive a nominative confirmation of admission which is non negotiable.

**In order to fulfil the application, all artists, even those who have already taken part to the SIAC, are required to put together a file including the following documents** (check on the form for the documents you have to produce). We will send to each exhibitor, one month before the event :

- an exhibitor's guide with all useful details for the installation,
- a plan on the fair, an allocated space number and the invitation cards ordered,
- a choice of accommodation and any other documents relating to the greater organization of the fair.

## ■ ARTICLE 3 – GENERAL CONDITIONS OF PAYMENT AND CANCELLATION CLAUSES

When the artist is selected, the Fair Organizer will collect the aforementioned amounts on the indicated dates, except the registration fees and any cash payment already made. If the bank account is not in credit, participation to the fair will be purely and simply cancelled and there will be no reimbursement of any amounts already collected. The exhibitor can contact and ask the organizer for a monthly payment schedule or any other method of payments.

In case of cancellation, the registration fees will be kept even if a registered letter is received, stating reason and regardless of date. For any cancellation within 45 days inclusive before the beginning of SIAC, and whatever the reason, the organizer will keep 50 % of the total amount of the booking. For any cancellation within 21 days inclusive before the beginning of SIAC, the total amount will be kept.

The two parties will be able to nullify the contract, with no compensation at all, in case of war on the metropolitan territory, revolution, flood, general strike, riot, attack or any other case of Force Majeure. If SIAC is cancelled by the organizer for other reasons than those mentioned above, the organizer promises to refund the exhibitor the amounts indicated in the contract, except for any claim relating for instance to consecutive or none consecutive immaterial prejudices. In terms of contract, the SAFIM (who manages the Parc Chanot) can totally or partly cancel the event in case of total or partial unavailability of the premises due to fire, war, riot, acts of terrorism or sabotage, attack, flood, public disasters like nuclear explosions, air equipment or spatial machines falls... this list is not exhaustive. The SAFIM and the organizer of SIAC could in none of the above cases take responsibility and will not be deemed indebted for any compensation or indemnities.

## ■ ARTICLE 4 - INSTALLATION

The Fair Organizer will allocate stand space by herself by taking into consideration the harmony and availability of the space and according to surface area asked by exhibitors. She will try her best requirements and technical obligations mentioned by

artists. All claims will be rejected and the artists enter in a firm undertaking to conform to the said decisions. For obvious safety reasons, artists will have to respect their stand area. When the Safety Commissioner visits, all stands will must be ready. The exhibitor or his representative will have to be present at his stand in order to show fire safety reports concerning all used materials like brought fabrics used for display. These have to be M2 certified (hardly inflammable combustibles). However, you can have your own fire extinguisher on the stand. Personal used electrical materials will have to meet French or European standards in force. If these rules are not respected, the materials could be removed or your stand forbidden to public visit ; this would stay outside the responsibility of the organizer. **The latter accepts no liability relating to losses, thefts, damages or other reasons of deterioration, before, while and after the fair. Exhibitors are in charge of their insurance costs, and it is compulsory to take out personal liability insurance.** Taking out insurance cover for theft, fire, water damages and accidental breaking is left to the discretion of the exhibitor.

The exhibitor will be in charge of his stand's upkeep (fitted carpet and other), as the organizer is in charge of communal areas. The exhibitors cannot refuse that general views of the salon be photographed and distributed, and they allow the organizer to distribute them to the media or as part of an advertising campaign. Moreover, they allow the organizer to communicate their address and phone number for interviews, as well as the use of the photos sent in order to promote the fair.

**INSTALLATION** : The installation will take place on Thursday 7<sup>th</sup> March from 2.00 pm to 9.00 pm and at the latest Friday 8<sup>th</sup> March 2019 from 7.00 am to 9.00 am. **The sculptors will have the possibility of presenting free of charge, big sculptures or installations on the outside square.** All stands will have to be ready and all exhibited articles arranged by 9.00 am for the Safety Commission inspection. This is so that doors can open to the public at 10.00 am sharp on Friday. During the fair, no boxes, wrapping paper or other packaging items must be visible on the stands and public spaces. Any exhibitor failing to set up their stand will not lay claim to any reimbursement or compensation. In this case, the area available is subject to the discretion of the Fair Organizer who could possibly re-allocate it. If the exhibitor is delayed or cannot be present for any major reason, he has to inform Mrs GENRE, the Fair Organizer on her mobile phone. Each exhibitor is responsible for the transport and the receipt of his own goods. Each exhibitor has to carry out custom formalities concerning works coming from foreign countries. The organizer will not be responsible for any difficulties or damage which may happen during these formalities. Any handling of goods in and out of Hall 1 must be done outside of public admission hours. Exhibitors will have to provide their own nails and screws for the wooden partitions and display stands to show their sculptures. As stands are not fitted out with furniture, artists are advised to bring chairs and a table for their own comfort. Exhibitors are forbidden to exhibit work which do not belong to them and which do not tally with the style of work indicated on the application or without any bearing on the photos enclosed, as well as work of a pornographic or political nature, or which is harmful to the smooth running of the fair, and work considered as craft. If this is the case, the Fair Organizer will ask for the immediate removal of the said objects, without any compensation. The selling price will have to be indicated next to each work displayed or the following mentioned : "private collection", "sold" or "reserved". Sales will be totally collected by the exhibitor. It is forbidden to leave work covered during opening hours. Each exhibitor or their representative must be present on their stand from the beginning to the end of the fair during public admission hours. Nobody will be able to sub-let all or a part of his stand without a written agreement from the organizer. **It is imperative that the exhibitor be present at his stand for public admission at 10 am.** The artist is required to make an effort on the decoration and the presentation of the stand in order to offer to maintain a certain cachet during the duration of the fair.

**DISMANTLING** : The exhibitors will be able to start packing away on Monday 11<sup>th</sup> March from 07.15 pm to 11 pm, as well as the day after between 07.30 am till 9.00 am. They are not allowed to tidy the stand before the fair is closed to the public. If any exhibitor does not respect these instructions, he will not be allowed to participate to SIAC 2020.

**THE PUBLIC TROPHY** : Visitors will be invited to vote for 2 artists of their choice and this will enable the winner to benefit, the following year from a stand of 6 square metres offered (sculptor/designer) and linear metres to the laureate of the prize painting or photography or mural creation. That year, he will not be able to compete. In case an artist wins the "Public Trophy" 3 years consecutively, he will not be authorised to enter the competition for the following 3 years.

## ■ ARTICLE 5 - MISCELLANEOUS

Nobody will be accepted in the fair premises without showing the identity badge given and authorised by the Fair Organizer. She reserves the right to refuse admission to the event and to eject anybody, without justifying or giving any reason. She will be able to get help from the security officers present if necessary. The organizer has full powers to decide during the fair any feasts, events, rewards giving, debates... which are not laid out in this present document. The Fair Organizer reserves the right to take a decision deemed necessary for cases anticipated or not mentioned within these Terms and Conditions and always in the spirit of improving the event. All these decisions will be taken without appeal and will be immediately enforceable. In case of dispute or claims, the jurisdiction of Marseilles will be the only one competent to adjudicate.