

The Others

TURIN, NOVEMBER 4 – 6, 2011

APPLICATION FORM

DEADLINE: September 9, 2011

Application Deadline	September 9, 2011
Payment / Required Deposit (□ 500,00)	
Payment / First Instalment (□ 500,00)	September 30, 2011
Balance Payment:	within November 6, 2011
Exhibitor's Set Up	November 3, 2011 - 8.00 am / 7.00 pm
Opening	November 3, 2011 - 9.00 pm
Opening dates and hours	November 4 - 5 - 6, 2011 - 6.00 pm / 01.00 am
Exhibitor's Dismantling	November 7, 2011 - 8.30 am / 3.00 pm

Admission criteria: "The Others" is an event dedicated to dynamic art spaces and organizations devoted to the emerging art scene. The admission is reserved to commercial galleries, established after 1 January 2009. In addition: artists' collectives, artists run-spaces, non-profit centers, associations, foundations, art prizes, art residences, art schools and academies are allowed to submit their admission request (independently by their opening data) if they present a program continuously dedicated to emerging artists.

Documents to be enclosed: All exhibitors must include a brief history of their artistic program, a list of exhibitions/projects staged in the last 2 years and a description of the artistic project planned for "The Others", and/or a list of artists (including biography) and 5 images max of each artists' work (jpg format to: theothers@theothersfair.com)

Applications: All exhibitors must submit the Application Form and the General Conditions of Participation complete of all information required. Applications without the required deposit will not be accepted.

Acceptance: The selection of all Applications will be made by a Committee, at its unrestricted discretion, according to the quality of the submitted project. Application will become a binding contract upon written notice of acceptance in the Exhibition. By signing and submitting this Application to "The Others", the Exhibitor agrees to be bound to terms and conditions of participation described herein and in the General Condition of Participation.

Location and Exhibiting space: "The Others" takes place in the XIX century architectural complex of "Le Nuove" (Via Borsellino, 3 – Turin), prison until 1986, now used as exhibition venue. Exhibitors will be allotted approximately 20 sq.mt. of exhibition space in solid walls rooms on designated exhibition floors. Space is allocated by Exhibition Management.

Prices: (All prices + 20% VAT - when applicable) Flat rate (~ 20 sq.mt) □ 2,000.00
Hotel accomodation is included: 1 room for 4 night (this benefit will not be converted into any discount).

Terms and condition of payment:

- A required deposit of □ 500,00 must be added to the Application. The required deposit will be credited as down payment of space rental. No Application without the required deposit will be submitted to the Committee for the selection. If the Application will not be accepted, the deposit will be refunded, deducting the amount of □ 100,00 + 20% VAT (when applicable) as processing fee.

- Payment / First Instalment (€ 500,00) within September 30, 2011

- Remaining balance due within November 6, 2011.

Payments have to be made exclusively in euros. Bank charges are at Exhibitor's own expense.

Payments have to be made exclusively by Bank Transfer to:

REVOLUTION SRL

Unicredit Banca Spa – Agenzia Sommeiller

IBAN / Routing N. : IT 21 T 02008 01105 000002863768 SWIFT / Bank Code: UNCRITB1AA5

Please include Exhibitor name in the transfer to ensure proper credit. A photocopy of your wire trasfer receipt signed by the bank must be enclosed in the Application Form.

General conditions of Participation have always to be enforced. I have read the agreement in its entirety and I agree to be bound to Terms & Conditions herein. This Agreement form is a binding contract between the Applicant Gallery upon acceptance from the Exhibition.

Date _____

COMPANY STAMP AND SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

**SEND TO: REVOLUTION SRL . CORSO RE UMBERTO, 46 BIS – 10128 TURIN (ITALY) . PH +39 011 546284 - FAX +39 011 5623094
THEOTHERS@THEOTHERSFAIR.COM - WWW.THEOTHERSFAIR.COM**

Exhibitor Information (please write in capital letters)

Exhibitor Name: _____ **Established (year):** _____

Address: _____

Zip Code: _____ **City:** _____ **State (USA ONLY):** _____ **Country:** _____

Ph: _____ **Fax:** _____

E-mail: _____ **Website:** _____

Gallery **Artists's collective** **Artists run-space** **Art prize**

Art residence **Art school/academie** **Association** **Foundation**

Non-for-profit center _____ **Other (description)** _____

Exhibitor Contact

Name: _____ **Surname:** _____ **Position:** _____

Direct phone: _____ **Mobile:** _____ **E-mail:** _____

Invoicing Data

The Company: _____

VAT. N: _____ **TAX N:** _____

Address: _____

Zip Code: _____ **City:** _____ **State (USA ONLY):** _____ **Country:** _____

Authorized Representative: Name: _____ **Surname:** _____

Makes request to take part in "The Others" binding itself to observe all the articles of the Application Form and of the General Condition of Participation and declares that has read them and that fully agrees to them to the following conditions:

- **The required deposit must accompany this Application.**
- **The required documentation must accompany this Application.**
- **Exhibiting space is ~ 20 sq.mt flat rate € 2.000,00 + VAT 20% (when applicable).**

All exhibitors from abroad - EU and extra EU countries – holders of a regular VAT number in their own country - participating to a fair or exhibition in Italy - will receive an invoice without the Italian VAT (non taxable according to the regulation as per DPR 633/72, section 7-ter, paragraph 1, subparagraph a).).

From 1 January 2011, the Italian VAT is not a required payment and consequently a refund need not be requested. The new regulations do not apply to Italian exhibitors. All exhibitors from abroad - EU and extra EU countries – not holders of a regular VAT number in their own country have to pay the Italian VAT. VAT at the statutory rate will be added to all invoices. Exhibitors from abroad – EU and Extra EU countries – not holders of a regular VAT number in its own country may apply to the Tax Office for the refund of the VAT paid as indicated in Art. 38-ter DPR 633/72 following EEC provisions.

COMPANY STAMP AND SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

Date _____

By signing and submitting this document, the Exhibitor agrees to be bound to Terms & Conditions of Participation described herein (General Condition of Participation) and in the Application Form. In the terms and for the purpose of Arts. 1341 and 1342 of the Italian Civil Code, he declares that he has read and that he agrees explicitly to the Arts., 4 (Terms of Payment), 5 (Acceptance), 6 (Space Allotment), 7 (Withdrawal), 8 (Joined Participations), 9 (Abandonment), 11 (Postponement, Reduction or Cancellation of the Exhibition), 17 (Prohibition), 19 (Advertisement), 21 (Integrative Provisions), 22 (Technical Norms), 23 (Provisions and Regulations), 24 (Liquidated Damages - Termination pursuant), 25 (Provisional Execution), 28 (Competent Court).

COMPANY STAMP AND SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

Date _____

According to Italian Law Decree n. 196, 30/6/2003, regarding privacy policy, we inform you that the data supplied will be exclusively used for administrative and promotional purposes and treated in the utmost secrecy.

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THEOTHERS@THEOTHERSFAIR.COM - WWW.THEOTHERSFAIR.COM**

The Others

NOVEMBER 4 - 6, 2011

GENERAL CONDITION OF PARTICIPATION

Art. 1 – Show Name, location, organizer and purpose

“The Others” - hereunder quoted as Exhibition - that takes place in Turin. Revolution srl, hereunder quoted as Organizer, organizes the Exhibition as a whole. The Organizer relies on a Consulting Committee formed by outstanding representatives of the contemporary art world, hereunder quoted as Committee. The aim of this initiative is to realize, in special exhibiting spaces assigned exclusively to the Exhibitors, a co-ordinated display of works and objects of contemporary art.

Art. 2 – Admission eligibility

The admission is reserved to commercial galleries, established after 1 January 2009. In addition: artists' collectives, artists run-spaces, non-profit centers, associations, foundations, art prizes, art residences, art schools and academies are allowed to submit their admission request (independently by their opening data) if they present a program continuously dedicated to emerging artists.

Art. 3 – Application procedure

3.1 The contract is constituted both of the Application Form and the present General Conditions of Participation. For convenience Application Form and General Conditions of Participation will be hereunder quoted as Application. Application must be signed and duly stamped by the authorized representative of the applicant company and this request will be valid only if fully filled in and presented according to the terms that are fixed every time.

3.2 The Exhibitor guarantees that all the information in his own Application are accurate and authentic.

3.3 Application must be sent to Revolution srl – Corso Re Umberto, 46 bis – 10128 Turin (Italy) – by mail or fax within the date indicated in the Application.

3.4 Application is subject to acceptance as described in Art. 5.

3.5 The submittance of the Application constitutes an irrevocable commitment on the part of the applicant, as well as of the Technical Norms and of any other rule relating to the organization and running of the show and the Exhibition venues.

Art. 4 – Terms of payment

4.1 A required deposit of € 500,00 must be added to the Application. The required deposit does not confer the applicant any right to obtain the acceptance of the Application to the Exhibition. The required deposit will be credited as down payment of space rental. If the Application will not be accepted, the Organizer will retain € 100 + 20% VAT (when applicable) as processing fee. Payments must be made as indicated in the Application Form.

4.2 The invoice will be issued after the receipt of the total amount due. Only the payment of the amount due will give to the Exhibitor the right to occupy the assigned exhibiting space. In case of withdrawal of the Exhibitor, after the Committee's acceptance, of his lack of participation, of his lack of payments, the Exhibitor will be bound to pay the total amount and the penalty fee as stated in Art. 24. If it is technically still possible, the Organizer will cancel the defaulting Exhibitor from the catalogue and any other promotional materials.

Art. 5 – Acceptance

5.1 Committee, in accordance with the Organizer, shall make the selection of all Applications and may accept or reject Applications at its unrestricted discretion. The Application Form will undertake the value of a contract since the Board of Directors will accept the proposal.

5.2 If the Application will not be accepted, the applicant will be informed by letter without any explanation and the required deposit will be refunded, without interests. The Organizer will retain € 100 + 20% VAT (when applicable) as processing fee. The Exhibitor may not claim for any compensation or damage from the Organizer.

5.3 The Organizer has the right to displace, reduce or increase the exhibiting space already allotted. This does not give the Exhibitor the right of compensation or damage of any kind.

5.4 The admission can be cancelled at any time, depending on the unobjectable decision of the Committee, in accordance with the Organizer.

Art. 6 – Space allotment

Exhibiting space will be assigned by the Organizer in accordance with the Committee taking in consideration the exhibition project presented by the applicant. Any placement preference will be taken into account whenever possible but such a request may not bind or condition the Organizer. The Organizer has the right to displace, reduce or increase the exhibition space already allotted, nor shall this give the Exhibitor the right of compensation or damages of any kind.

Art. 7 – Withdrawal

Withdrawal is not allowed after the Committee's acceptance. The Exhibitor shall be required to pay the full price due according to conditions stated in Art. 4 and in Art. 24.

Art. 8 – Joined Participations

Exhibitor may not sublet the assigned exhibiting area either entirely or partially. A shared space will only be approved on condition that all the applicants for the exhibiting area have already been accepted by the Committee. Each Applicant shall apply separately and submit a joint presentation / project. Each Application must be accompanied by the required deposit.

Art. 9 – Abandonment

The Exhibitor cannot abandon the assigned exhibiting area during the Exhibition. If the Exhibitor will abandon the assigned exhibiting space for any reason, the Organizer shall have the right to take away any material and good left by the Exhibitor at Exhibitor's own risk and expense. The Exhibitor grants to the Organizer the right to retain such materials until all costs due are paid by the Exhibitor, as well as the damages according to Art. 24.

Art. 10 – Display of goods in the Exhibition Area

Only Exhibitor's artworks and publications can be displayed in the assigned exhibiting area. The Exhibitor guarantees for the authenticity and legal provenience of each artwork as well as for the correspondence to the description of what is exhibited. The Organizer has the right to prohibit the display of any object which, at unrestricted discretion of the Committee, does not meet the requirements as stated in Art. 10, or are not included in the exhibition project approved by the Committee. If the Exhibitor will infringe the above, the Organizer may terminate the contract pursuant to Art. 1456 of the Italian Civil Code.

Art. 11 – Postponement, reduction or cancellation of the Exhibition

It is the Organizer's irrevocable right to change venue, dates, opening hours, procedures, as well as to determine any other variation in the Exhibition. Furthermore the Organizer may postpone, reduce or even cancel the Exhibition, without being required to pay any kind of compensation or damages; the Organizer shall give written notification and only the down-payment amounts will be refunded, without interests. If the Exhibition will be cancelled or suspended before its natural termination, for reasons beyond the Organizer's control, the Exhibitor shall not be entitled to claim any reimbursement or damage.

Art. 12 – Surveillance and cleaning

12.1 The Organizer shall provide a general surveillance service, including the days of areas' set-up and dismantling.

12.2 The Organizer shall not be held responsible for materials and goods left unattended inside the exhibition area during the Exhibition's opening hours. The Organizer shall not be held responsible for materials and goods inside the exhibition area during the Exhibition's closing hours.

12.3 The Organizer - although providing a general surveillance service including the days for the set up and dismantling - is exempted from whatever liability relating to thefts and / or damages that may be suffered by the Exhibitor.

12.4 The Organizer will never be bound to pay any kind of compensation to the Exhibitor. The Exhibitor shall attend personally to the assigned exhibiting area during set up, opening hours and dismantling.

12.5 The Exhibitor shall control the assigned exhibition area from one hour before the opening of the Exhibition until the evening closing.

12.6 The Organizer reserves the right to ask the payment of damages, as stated in Art. 1456 of the Italian Civil Code, if the assigned exhibition area will be unattended by qualified personnel or if the dismantling will be started before the deadline.

12.7 The Organizer shall provide a cleaning service exclusively for the common areas. The Exhibitor shall take care of the cleaning of his assigned exhibiting area.

Art. 13 – Insurance and exemption of Organizer from liability

13.1 The Organizer will stipulate with a leading insurance company a public liability insurance policy covering damages caused to third parties within the exhibition area.

13.2 Each Exhibitor, with regard to the goods and fittings brought into the Exhibition's exhibiting area, shall stipulate a policy with a leading insurance company, at his own expense, taking upon himself any exemptions and exclusions agreed upon with the insurer, an insurance against all risks, including theft, burglary, breakage (as defined by the Art. 624 of the Italian Penal Code) and damages, in any form and kind whatsoever, fire, leakage and water damage, vandalism, as well as the risks of transport to and from the Exhibition's grounds. The Exhibitor shall also stipulate an appropriate third parties liability insurance policy. All the insurance coverage stated above should be valid throughout the stay of the Exhibitor or of his properties inside the exhibition area, including the exhibition closing time and all the days required for set-up and dismantling; such a coverage shall include a declaration by the insurer specifically renouncing at any recourse or claim for compensation against the Organizer, the exhibition venue or any individual or company entrusted by the same and against any third part which may be held liable thereof.

13.3 The Exhibitor will deposit a copy of his insurance policy at the offices of the Administrative Department, whenever requested even during the Exhibition.

13.4 The Exhibitor shall be exclusively liable for any damages whatsoever caused by any means to third parties, including other Exhibitors, during the Exhibition. The Exhibitor will also be liable towards the Organizer for all direct and indirect damages which, for whatever reason, could be attributed to him or to his staff, including damages caused by furnishings or systems installed either by the Exhibitor or by third parties engaged by him, even though they have been inspected by the Organizer.

13.5 By signing the Application, the Exhibitor guarantees he will grant a form releasing the Organization from any liability and renouncing any recourse or claim for compensation.

Art. 14 – Exhibiting space equipment and release

14.1 The signing of this contract implies the acceptance of the Technical Norms which will be communicated to Exhibitors after the acceptance of their Application.

14.2 The set-up of the assigned exhibition area will be allowed during the period indicated by the Organizer and shall be absolutely completed within the day and at the time indicated on the Application Form; the dismantling may start in the days and at the time indicated by the Organizer and shall be absolutely completed within the date and at the time indicated by the Organizer.

14.3 The exhibiting spaces must be handed back in the same condition as they were assigned, free from any material not of the Organizer's property. All damages made to the equipments and structures will be charged to the Exhibitor.

Art. 15 – Temporary importation

The temporary importation of goods and materials from foreign countries to be displayed during the Exhibition must be carried out – at the Exhibitor's expenses – through a forwarding agent chosen by the Exhibitors or by the official one if indicated by the Organizer, in accordance with the procedures indicated in the Technical Norms; the forwarding agent shall be released from all liability towards the Exhibitor and the Organizer.

Art. 16 – Catalogue

16.1 All the Exhibitor's information will be published on the Exhibition website.

16.2 The Catalogue Form must be sent within the date fixed on the Form.

16.3 The Exhibitor guarantees for the truthfulness of the information published in the catalogue, keeping the Organizer uninvolved with respect to any third part.

16.4 The Organizer and/or printers and/or third parties will not be held responsible for the result as well as for any mistake and/or omissions in the catalogue, except for willful misconduct or great negligence.

Art. 17 – Prohibitions

It is strictly forbidden:

- A) exhibition of materials of any non-exhibiting company;
- B) any kind of advertising or itinerant sale inside the exhibition area;
- C) any use, for whatever purpose, of loudspeakers and/or any other advertising sound device;
- D) to attract visitors to one's own exhibiting space by any means;
- E) to dismantle the exhibition space before the day and the time fixed by the Organizer;
- F) to occupy the passages with any material or structure jutting out of the exhibiting area;
- G) the entrance of any animal in the exhibition venues.

Art. 18 – Reproduction rights

The Exhibitor may not object to any graphic, photographic or video reproduction of the exhibition areas and of their content, not to the sale of such reproductions, if ordered or authorized by the Organizer.

Art. 19 – Advertisement

Advertisement inside the exhibition area, in any form, is reserved exclusively to the Organizer or to people authorized by the same. Any form of advertising as specified in Art. 17 is forbidden. It is also forbidden any activity outside the exhibition area that may create troubles or may damage the Organizer or the Exhibition. If the Exhibitor will infringe the above the Organizer may terminate the contract as stated in Art. 1456 of the Italian Civil Code and can ask for damages.

Art. 20 – Privacy Consent n. 196/2003 D.L.

The data supplied by the Exhibitor in the Application Form will be treated according to the provisions indicated in the Italian Law Decree. n. 196/2003. The Exhibitor agrees that all the information contained in the Application Form can be used for administrative (invoicing), statistical (in anonymous way) and promotional purposes (catalogue and other printed material).

Art. 21 – Integrative provisions

The Organizer reserves to himself the right of issuing, with immediate compulsory effect, further norms and regulations for the regular course of the Exhibition, with prior written warning. By signing the Application Form, the Exhibitor binds himself to observe all further norms issued by the Organizer.

Art. 22 – Technical norms

The Exhibitor binds himself to take notice and comply with the Technical Norms concerning equipments, fire regulations and electrical apparatus. If the Exhibitor will not be in possess of such regulations, it is up to him to request them to the Organizer, as soon as possible. If any of such provisions will be infringed by the Exhibitor, the Organizer has the right to terminate the contract and to ask for the liquidated damages (Art. 24).

Art. 23 – Provisions and regulations

The Exhibitor shall comply with all law provisions and applicable regulations, such as provisions regulating copyright, S.I.A.E. rules and norms, public security, fire accidents, health and accidents on working places, industrial safety, in particular as 626/94 DL. and as later changed and integrated. Any violation of any laws and regulations shall entitle the Organizer to terminate the contract pursuant to ex Art. 1456 of the Italian Civil Code and the Exhibitor will pay the full price and the liquidated damages according to Art. 24.

Art. 24 – Liquidated damages - Termination pursuant

The violation of one of the clauses stated in these General Conditions of Participation may cause the immediate exclusion of the transgressor, without giving him the right to any reimbursement or indemnification by the Organizer and the Organizer will be entitled to the entire exhibition space rental fee and any further compensation for damages. In particular: if the Exhibitor will infringe any of the obligations as stated in Arts. 4 (Terms of Payment), 7 (Withdrawal), 9 (Abandonment), he shall pay to the Organizer the amount of € 5.000,00 as penalty fee for damages. In any case, the Organizer shall have the right to claim damages exceeding the amount of liquidated damages. Whenever in this contract a termination right is granted to the Organizer pursuant to Art. 1456 of the Italian Civil Code, the contract may be terminated by the Organizer by means of a written notice. If a termination will be decided by the Organizer during the Exhibition, the Exhibitor shall be bound to immediately stop any business and exhibition in the assigned exhibiting space and shall remove any good, thing and equipment, according to what the Organizer decides. In case of contract termination for violation of prescribed norms, the Organizer shall have the right to ask for damages.

Art. 25 – Provisional execution

If a dispute will arise between the Organizer and any Exhibitor, the Organizer will be entitled to begin the provisional execution of his measures.

Art. 26 – Partial invalidity

The invalidity of any article of the present Regulations, General Conditions and Application Form or of any part of such articles will not determine the invalidity of the remaining articles or of the remaining parts of the articles.

Art. 27 – Prevalent language

Since the present Regulations, General Conditions and Application Form are written in other languages in addition to Italian, in case of discordance, the Italian version will prevail.

Art. 28 – Competent Court

The Exhibitor accepts Italian jurisdiction and no other and acknowledges as competent exclusively the Law Court of Turin where the Organizer Revolution Srl has his legal venue, and no others Courts. Relations between the Organizer, the Exhibitor and any third part are governed exclusively by Italian law.

COMPANY STAMP AND SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

Date _____

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