

Application Pinta PARC, Perú Arte Contemporáneo, 2024

Índice

Page 2	— General information: Venue, dates and times, complete schedule.
Pages 3-4	— Required Documentation
Page 5	— Instructions: Proposal for Pinta PARC 2024
Pages 6-7	— Booth and Costs
Pages 8-11	— Terms & Conditions
Page 12	— Compliance: signature

General information

Location

Casa Prado, [Av. 28 de Julio 878, Miraflores 15074, Perú](#)

Dates and schedule

Set-up:

Monday, April 15 and Tuesday, April 16, 2024 - 9am to 7pm.

First Choice (By Invitation Only): Wednesday, April 17 - 3pm

Opening (By Invitation Only): Wednesday, April 17 - 6pm to 9pm.

Fair Hours:

Thursday, April 18 to Saturday, April 20, 2024 - 2:30pm to 9pm.

Sunday, April 21 - 12pm to 7pm.

Dismantling:

Sunday, April 21st - 7pm to 11pm

Monday April 22nd - 9am to 12pm

No dismantling or packing will be allowed before the fair closes at 8pm on Sunday, April 21.

Outside the stipulated hours, no other persons other than those belonging to the organization or expressly authorized by Pinta PArC will be allowed to remain on the premises.

Exhibitors are obliged to have personnel at their booth to attend to the public during the entire duration of the fair.

For more information please visit our website <https://parc.pinta.art/>
or write to us at applications@pinta.art

Full schedule

November 20, 2023 - Deadline for receipt of applications.

December 10, 2023 - Notice of selection to galleries.

Seven (07) days after acceptance of the application - Payment of the first installment (50%).

March 5, 2024 - Payment of second installment (50%).

Monday, April 15 and Tuesday, April 16, 2024 - Assembly.

Wednesday, April 17, 2024 - Opening (by invitation only).

Thursday, April 18 to Sunday, April 21, 2024 - General Public.

Sunday, April 21 and Monday, April 22, 2024 - Dismantling.

Back to index

Required documentation

Exhibitors must complete the "Gallery Information" section (pages 3-4), sign this document (page 18) and email it along with the PDF of the "Proposal for Pinta PARC 2024" (page 5) to applications@pinta.art. The number of participants is limited.

ABOUT THE GALLERY

1. General information

Gallery name.....
Address:.....
City; State; Province:.....
Country:.....
Zip code:..... Phone number:.....
Email:Web:
Director:.....
Primary contact:.....
Contact's Mobile: Email:.....

2. Gallery Statement:

Description of the profile, trajectory and objectives of the gallery (Max. 1000 characters):

.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....

3. List of artists currently represented:

.....
.....
.....
.....
.....
.....
.....
.....
.....

4. Exhibition history (2019-2023)

Year, title of the exhibition, exhibited artist/s:

.....
.....
.....
.....
.....
.....
.....
.....
.....
.....

5. List of all art fairs participation

Year, name of the art fair, exhibited artist/s:

.....
.....
.....
.....
.....
.....
.....
.....
.....
.....

Back to index

Instructions: Proposal for Pinta PArC 2024

Send the information requested below organized in a single attachment in PDF format with a maximum length of seven (7) pages (see format in the following point).

Respect the following format in the document to be sent:

Header of the document: **Name of the gallery and city.**

Page 1: **About the proposal:** Develop conceptually what your proposal for the exhibition in the stand consists of. Maximum length of one (1) page.

Page 2: **Diagram:** In order to facilitate the study of your proposal, it is necessary to include diagrams, assembly sketches, booth simulations, renderings and/or any other data you deem convenient. Maximum length of one (1) page.

Pages 3 and 4: **Proposed Artists** for Pinta PArC 2024

Include full name, brief biography, website (if available) and social networks (if applicable). Maximum length of two (2) pages.

Pages 5 to 7: **Images of artwork:** Include a minimum of 1 and a maximum of 5 images of artwork per artist (in the body of the PDF) with their corresponding technical specifications (Name of the gallery, Name of the artist, title, year, technique, materials, measurements, editions -if applicable-). Maximum length of two (2) pages.

—

Failure to submit the requested items automatically voids consideration of the application by the Selection Committee.

Back to index

Booth and Costs

Select with a cross the booth of your preference. The organization will define the distribution and the final size of the stands at the fair:

- 15 m2 - US\$ 5,895 + IGV
- 25 m2 - US\$ 9,825 + IGV
- 30 m2 - US\$ 11,790 + IGV
- Other footage _____

Price per m2 US\$ 393 + IGV

INCLUDED IN THE STAND RENTAL PRICE: standard floor; assigned lights; booth signage; one table; two chairs; promotion on the Pinta PARC website with gallery information; exhibitor badges (2), artist badges (4), set-up badges (2) and invitations to exclusive events based on availability; marketing and public relations by Pinta PARC.

NOT INCLUDED: Projectors, monitors and other graphics equipment; DVD players or other media; speakers, headphones and other sound equipment; additional lighting and custom-designed walls; custom-designed floors; additional signage; miscellaneous electrical services; shelving; pedestals and other accessories for exhibitor-provided material are available for an additional charge.

LOCATION REQUESTS: Special requests concerning location will be considered whenever possible, but this cannot be a determining condition of participation or relieve any applicant of any payment obligation agreed to with Pinta PARC.

APPROVAL: Please note that this application will become a binding contract upon issuance of written notice of approval/admission by Pinta PARC. By signing and submitting this application to Pinta PARC, the applicant agrees to be legally bound by the terms and conditions of participation described in this agreement.

PAYMENT TERMS: After approval of their applications by the Curatorial Committee, exhibitors will receive an invoice for the total booth rental, which must be paid in two installments: 50% will be paid seven (07) days after the application is accepted as a non-refundable deposit; and the remaining 50% will be paid on or before March 6, 2023. There are strict rules regarding the withdrawal of applications. These rules affect the possibility of obtaining a refund, so please read the following carefully. The Exhibitor agrees that in the event that Pinta PARC has not received the full amount by March 20, 2023, the company shall be entitled to treat the Exhibitor's failure to pay as a breach of contract, withhold any prior payments paid to Pinta PARC and recover from the Exhibitor the full amount of the booth rental, plus any collection costs incurred by Pinta PARC (including attorneys' fees) in enforcing its right to collect the payment and the

aforementioned costs. Pinta PARC shall be entitled to impose a late payment charge of up to 10% if Exhibitor has not completed payment in full by March 20, 2023. Exhibitor agrees that, in the event of failure to make the required payments, such failure to pay shall constitute a material breach of its contract with Pinta PARC, and Pinta PARC may reassign the space previously assigned to Exhibitor.

Back to index

Terms and conditions for participation

GENERAL

PRISMA ARTE PERÚ CONTEMPORÁNEO SAC, hereinafter referred to as Pinta PARC, is a company legally incorporated in Peru, domiciled at Av. Argentina No. 5495, Carmen de la Legua Reynoso, Callao, Peru, with RUC # 20603618671.

These conditions of participation govern the Exhibitor's participation in Pinta PARC 2024 ("the Fair"). Pinta PARC reserves the right to create additional conditions or rules of participation at any time and without notice. Pinta PARC reserves the right to change the dates of the Fair. Exhibitor agrees to be legally bound by the conditions set forth below and any subsequent conditions Pinta PARC may establish in connection with the Fair. Submission of an application to participate constitutes Exhibitor's acceptance of the conditions set forth below and any subsequent conditions relating to the Fair.

EXHIBITOR ADMISSION

The Pinta PARC Curatorial Committee shall act as sole and final judge of all applications and may accept or reject applications in its sole discretion on any basis permitted by law. Exhibitor warrants that all information submitted in connection with this application is complete and accurate, and that any work submitted for exhibition is authentic. Exhibitor shall indemnify Pinta PARC and its directors, agents and employees against any and all damages, costs and expenses, including attorneys' fees, in connection with any claims, including copyright infringement claims, for which Pinta PARC may be sued in connection with works submitted by or through Exhibitor.

Pinta PARC has the right to cancel admission at any time, including during the course of the Exhibition, if it finds that Exhibitor has supplied any false, inaccurate or misleading information in connection with its application, or if Exhibitor fails to comply with these conditions or any additional or revised conditions that Pinta PARC may institute in connection with the Exhibition. In any event, Pinta PARC shall have the right to revoke the admission of any Exhibitor if at any time there is a reasonable presumption that all or any part of the work exhibited by Exhibitor violates the legal rights of any person or entity and Exhibitor fails to remove such aspect of its display immediately upon request by Pinta PARC.

Pinta PARC has the right to request full details of the proposed exhibit and reserves the right to prohibit the display of any artwork or other representation that is not in keeping with the nature and purpose of the event. The cost of removal of such objects, if any, shall be borne by the Exhibitor. Pinta PARC reserves the right to revoke acceptance of the application in accordance with the foregoing terms, and Exhibitor shall, however, be responsible for disbursements otherwise payable hereunder, including the full cost of booth rental. Exhibitors shall be obligated to use the booth for the duration of the Fair and to maintain sufficient staffing at all times during exhibit hours.

SPACE ALLOCATION

Pinta PARC will allocate booth space for the event. Reasonable efforts will be made to accommodate Exhibitors' booth space requirements.

However, Pinta PARC may, at its sole discretion, change the location of the assigned space, as well as modify the shape of the booth if, in Pinta PARC's sole judgment, circumstances so require. Pinta PARC reserves the right to rearrange the layout of unoccupied areas and modify the entrances and exits of the exhibit space, halls and aisles, as it deems necessary or advisable.

ASSEMBLY, DISMANTLING AND DECORATION

Exhibitor shall commence and complete all set-up and tear-down only during the specified times. In order to maintain the overall appearance collectively desired for the event, no lighting, furniture or other equipment chosen by Exhibitor shall be used unless approved in writing in advance by Pinta PARC.

No additional walls, storage areas, etc., may be added to the booth without prior written consent of Pinta PARC. Order forms will be provided for additional services such as walls, phones and lights.

SHARED BOOTHS

No Exhibitor is entitled to share, sublet or assign a booth, either in whole or in part, without the written consent of Pinta PARC. The decision on approval of sharing rests solely with Pinta PARC. Booth sharing will be approved on the condition that all booth applicants have been previously approved to participate in the show. Exhibitors sharing booths will be jointly and severally liable to Pinta PARC.

WITHDRAWAL OF AN EXHIBITOR

Any applicant may withdraw his/her application prior to admission. Subsequent to admission, any exhibitor may cancel his or her contract until 5 p.m. Eastern Daylight Time on January 20, 2024. Any applicant who withdraws after admission, but before January 20, 2024, will forfeit his/her initial 50% deposit but will not be obligated to pay the remaining 50% booth rental fee. No cancellations are allowed after 5 p.m. EDT (Local Summer Time) on January 20, 2024. Any exhibitor who withdraws or cancels after that date and time will be obligated to pay the full amount of the booth rental and any other costs incurred by Pinta PARC for damages. Any exhibitor who has not occupied its booth by 3 p.m. April 17, 2024 will forfeit its right to occupy that space and Pinta PARC will claim full rights to that space. In such event, the exhibitor will be responsible for payment of the full amount of the rental fee and any additional costs incurred by Pinta PARC.

INSURANCE AND DISCLAIMER OF LIABILITY

Exhibitors must insure all their property and all property entrusted to them for exhibition or any other use in connection with the Fair against the risks of fire, theft, burglary, breakage, water damage or water loss, and the risks inherent in transportation to and from the Fair. Pinta PARC shall not be liable for any loss or damage suffered by Exhibitor in connection with the Fair, or for Exhibitor's failure to obtain insurance, or for failure of the insurance to cover any loss that may occur. Exhibitor hereby agrees to promptly execute upon request of Pinta PARC any additional documents releasing Pinta PARC from any legal liability that Pinta PARC may request prior to or after the Show. Exhibitor agrees to indemnify and hold Pinta PARC harmless from any claim for injury, loss or damage resulting from any act or omission of Exhibitor or its employees, agents or representatives, including, but not limited to, property damage or personal injury caused by Exhibitor, its employees, agents or representatives.

Furthermore, Pinta PARC assumes no liability whatsoever for the sale of the works of art made by Exhibitor to a customer, and any claim against the latter regarding the authenticity or condition of the works of art marketed by Exhibitor shall be the sole responsibility of Exhibitor to the latter.

NON-EXISTENCE OF A RELATIONSHIP OF DEPENDENCE BETWEEN PINTA PARC AND THE EXHIBITOR

It is expressly stated that there is no employment relationship between Pinta PARC and the Exhibitor or its employees, agents or representatives, and therefore this agreement shall not generate any labor benefits, such as reinstatement, vacations, compensation for time of services, bonuses or other benefits typical of such scope; being that the payments to be made by the Exhibitor to Pinta PARC, established in the clause referred to the Terms of Payment included in this agreement, are only for the rental of the stands, and do not constitute or have any remunerative character.

INDEMNITY

Pinta PARC and Casa Prado are expressly excluded and exempted from any liability of any kind arising from the activities, acts or omissions of the Exhibitors. Exhibitors guarantee Pinta PARC and Casa Prado full indemnity in this regard, and undertake to intervene in any claim by third parties or their dependent or contracted personnel that may affect them, as well as to compensate for any expense, damage or liability that they may suffer as a result of such claims or to pursue their rejection in or out of court, including fees and other expenses incurred in such defense. In accordance with the aforementioned indemnity, Exhibitors fully and exclusively assume all contractual, extra-contractual or objective liabilities and risks arising from their activity or organization, including the consequences of accidents, force majeure, acts of God, or lawful or unlawful acts of third parties or Exhibitors' personnel affecting them, Pinta PARC, Casa Prado and/or third parties during the term of the Event, including set-up and dismantling.

Expressly included in said responsibilities and risks to be borne by Exhibitors are damages, destruction, theft and/or robbery affecting the works and physical goods introduced, carried, exhibited or installed at the Event by the Exhibitor and/or any person, as well as injuries, disabilities or death suffered by natural persons as a result of accidents or unlawful acts.

Pinta PARC shall not be liable in any way to Exhibitors or artists, or to the owners of the works or those who have rights over them, or to persons related or not to the Galleries or other Exhibitors, whether in contract or tort, for damages caused by its own or third parties, its own or third parties' actions or omissions, fire, acts of nature, accidents of any kind, including death, injury, destruction and deterioration, loss, theft or robbery of any kind, and for any cause whatsoever.

Likewise, Exhibitors guarantee Pinta PARC and Casa Prado the full indemnity for any claim with cause and/or by virtue of the works exhibited by them, being the exhibitors the sole and exclusive responsible for such works, materials and photographs.

SECURITY

Pinta PARC will provide security guards or security services for the Fair and the Fairgrounds. Exhibitors will be required to comply with any security procedures requested by Pinta PARC or the security service contracted by Pinta PARC. Exhibitor acknowledges that by participating in Pinta PARC 2024, Exhibitor assumes security risks that cannot be eliminated by security services to be provided by Pinta PARC. Security for individual booths is not included in this paragraph. Pinta PARC does not provide insurance coverage for any individual booth.

ELECTRIC UTILITIES

Pinta PARC will provide lighting of common areas, but will not be responsible for any loss or damage due to failure or interruption of electrical service. No Exhibitor will be permitted to install its own electrical connections. Each Exhibitor (including all employees, agents, contractors or representatives) shall strictly adhere to any and all applicable laws, as well as any requirements of fire prevention, hazard prevention, and municipal and/or Lima Building site safety regulations.

MAINTENANCE

Each Exhibitor is responsible for the maintenance of its booth and must leave the booth in the same condition in which it was found, with a reasonable level of wear and tear to be expected. Individual booth cleaning services will be available for an additional charge. Arrangements can be made with Pinta PARC in advance.

ADDITIONAL CONDITIONS

Pinta PARC may, if compelled by force majeure or other reasons beyond its control, cancel, postpone, shorten or extend the Fair. Exhibitor shall have no claim whatsoever for any damages of any kind arising out of or alleged to result from any postponement, shortening or cancellation of the Fair. The Exhibitor agrees to comply with the rules and conditions required by all enforcement authorities of the City of Lima and the fair venue. In the event that any authority, whether of the executive, legislative or judicial power, or of the local governments, prohibits the realization of the Fair for reasons of force majeure, the Exhibitor shall not be entitled to a refund of the payment made. The total amount paid by the Exhibitor will remain as a credit for when the Fair is rescheduled.

Pinta PARC reserves the right to treat any breach of these and any subsequent terms and conditions as a material breach of this contract and to require any Exhibitor to withdraw from the show as a result thereof. Exhibitor agrees that, in the event of any such breach, Pinta PARC shall be entitled to be indemnified for damages by Exhibitor, including, without limitation, any loss suffered by Pinta PARC and Pinta PARC shall also be entitled to retain the entire sum received as booth rental and any other payments due from Exhibitor to Pinta PARC in accordance with the terms of this contract.

This agreement shall be governed by and construed exclusively under the laws of Peru. Under these rules, all disputes shall be resolved by the courts of Lima and all parties consent to the jurisdiction of such courts, agree to accept service of process or other judicial decisions by mail, and hereby waive any defense or venue to which they might otherwise have recourse. Pinta PARC is not responsible for internal disputes between galleries and artists.

The parties agree that, in the case of FOREIGN GALLERIES, they are obliged to immediately inform Pinta PARC in the event of the sale of a work of art. Likewise, it is the obligation of the FOREIGN GALLERISTS to manage the electronic mandate of the final client acquiring the work of art. The FOREIGN GALLERIST shall be solely responsible for the payment of all taxes generated by the sale of the work of art and its subsequent nationalization.

Back to index

Compliance: Signature

HAVING READ THIS AGREEMENT IN ITS ENTIRETY, INCLUDING ALL RULES AND REGULATIONS, TERMS AND CONDITIONS, AS REPRESENTATIVE(S) OF THE EXHIBITOR, I, THE UNDERSIGNED, AGREE THAT THE EXHIBITOR SHALL BE LEGALLY BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. I FURTHER EXPRESS THAT I AM LEGALLY AUTHORIZED TO MAKE THIS COMMITMENT ON BEHALF OF THE EXHIBITOR WHOSE NAME APPEARS ON THE APPLICATION FORM.

Signature: _____

First and last name: _____

Dae: _____

Back to index