

pinta

**The Modern and Contemporary
Latin American Art Fair**

November 19-22, 2009
Metropolitan Pavilion
The Altman Building
New York City

Application 2009

GALLERIES

Deadline: April 30, 2009

www.pintaart.com



REQUIRED INFORMATION (Please print or type)

Gallery Name (As Name Will Appear In All Advertising)		Year Founded
Address		
City & State Or Province	Country	Postal Code
Telephone	Fax	
General Email	Website	
Name of Primary Contact	Primary Contact's Email	

BOOTH ELECTION (Select preferred size)

The booth includes perimeter wall painted white, exhibitor set up passes, two (2) four color page ads in the exhibition catalog, 4 chairs and 1 table.

BOOTH DOES NOT INCLUDE

Lighting
Wall and door for closet

<input type="checkbox"/> Select US\$9,960 12' x 12' 3.7m x 3.7m 144 sq feet or 13 sq meters Limited Availability	<input type="checkbox"/> Select US\$13,788 12' x 16' 3.7m x 4.8m 192 sq feet or 18sq meters Limited availability	<input type="checkbox"/> Select US\$14,788 12' x 18' 3.6m x 5.4m 216sq feet or 19sq meters Limited Availability	<input type="checkbox"/> Select US\$ 15,600 20' x 12' 6.0m x 3.6m 240sq feet or 22sq meters Limited Availability	<input type="checkbox"/> Select US\$16,640 16' x 16' 4.8m x 4.8m 256sq feet or 24.1sq meters Limited Availability	<input type="checkbox"/> Select US\$18,360 12' x 24' 3.7m x 7.2m 288sq feet or 25.9sq meters Limited Availability	<input type="checkbox"/> Select US\$21,576 12' x 28' 3.7m x 8.6m 336sq feet or 31,82sq meters Limited Availability
<input type="checkbox"/> Select US\$ 22,600 18' x 20' 5,4m x 6,0m 360sq feet or 32,4sq meters Limited Availability	<input type="checkbox"/> Select US\$24,200 16' x 24' 4.8m x 7.2m 384sq feet 35sq meters Limited Availability	<input type="checkbox"/> Select US\$ 24,600 32' x 12' 9.6m x 3.6m 384sq feet or 35sq meters Limited Availability				

PLACEMENT REQUEST

Special requests concerning location will be considered whenever possible, but cannot be made a condition of participation or relieve any applicant from any payment obligation under its agreements with Pinta.

PAYMENT OPTIONS & CREDIT CARD GUARANTEE

Please indicate how you will pay amounts due Pinta
Failure to make payments by deadlines will result in automatic charges to your credit card.

BOOTH FEE: Check. Wire Transfer Credit Card

CREDIT CARD GUARANTEE IS ALSO REQUIRED REGARDLESS OF PAYMENT OPTION.

Check	Wire Transfer	Credit Card	Credit Card Authorization and Guarantee
Checks in US funds drawn on a U.S. bank made payable to: PINTA-ART LLC NO foreign checks will be accepted	Wachovia Bank NA ABA Routing: 063000021 SWIFT Code: PNBPU33 Beneficiary: Pinta Art LLC Account No. 2000042139830 Please mention the name of the Gallery in your wire transfer to insure proper credit.	VISA, MASTERCARD and AMERICAN EXPRESS cards accepted.	Cardholder's Name Account Number Expiration Date Signature

ACCEPTANCE

Please note that this application will become a binding contract upon the issuance of written notice of acceptance from Pinta. By signing and submitting this application to Pinta, the applicant agrees to be bound by the terms and conditions of participation described herein.

Signature	Print Name	Date
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LOCATION

The Metropolitan Pavilion | The Altman Building
125 West 18th Street,
Between 6th and 7th
New York City, NY 10011

ACCEPTANCE OF EXHIBITORS

PINTA-ART LLC's Selection Committee shall act as the sole and final judge of all applications and may accept or reject applications at its sole discretion on any basis permitted by law. The Exhibitor guarantees that all information submitted in connection with this application is complete and accurate, and that all work submitted for exhibition is authentic. Exhibitor shall indemnify PINTA-ART LLC and its principals, agents and employees against any and all damages, costs and expenses, including attorneys' fees, in connection with any claim whatsoever, including copyright infringement claims, for which PINTA-ART LLC may be sued or held liable relating to work submitted by or through Exhibitor.

Acceptance of the application will be sent in writing in March 2009. PINTA-ART LLC has the right to cancel acceptance of the application at any time, including during the Show, if the Exhibitor is found to have provided any material false, inaccurate or misleading information in connection with its application or if the Exhibitor fails to comply with these Conditions or any additional or revised conditions that PINTA-ART LLC's may institute in connection with the Exhibition. In any event, PINTA-ART LLC shall have the right to revoke acceptance of any Exhibitor if it reasonably appears at any time that all or part of the Exhibitor's display violates the legal rights of any person or entity and the exhibitor fails to remove that aspect of its display immediately upon PINTA-ART LLC's request.

PINTA-ART LLC has the right to request complete details of the proposed exhibit and reserves the right to prohibit the exhibition of any artworks or other display which is not consistent with the nature and purpose of the event. The expense of the removal of such objects, if any, will be the responsibility of the Exhibitor. PINTA-ART LLC reserves the right to revoke acceptance of the application, in accordance with the preceding terms, at any time, and the exhibitor shall nonetheless be responsible for all monies otherwise payable under this agreement, including the entire booth rental fee.

Exhibitors shall be obliged to use the booth for the duration of the show and keep the booth sufficiently manned at all times during exhibition hours.

ALLOCATION OF SPACE

PINTA-ART LLC will allocate Booth space for the event. Reasonable efforts will be made to accommodate Exhibitor requests concerning booth space. However, PINTA-ART LLC may, at its sole discretion, change the location of allocated space, as well as alter the shape of the booth if in PINTA-ART LLC's sole judgment, circumstances demand it. PINTA-ART LLC reserves the right to rearrange the layout of unoccupied areas and alter the entrances and exits to and from the exhibition space, halls and aisles as it deems necessary or advisable.

SET-UP, DISMANTLING AND DECOR

The Exhibitor shall begin and complete all set-ups and dismantling only during the specified hours. To maintain the collectively desired overall appearance of the event, no additional lighting, furniture, or other equipment desired by the Exhibitor shall be used unless approved in writing in advance by PINTA-ART LLC. No additional walls, storage areas, etc. may be added to the booth without the prior written consent of PINTA-ART LLC. Order forms for additional services such as walls, telephones, lights, furniture, etc., will be provided after acceptance.

BOOTH SHARING

No Exhibitor may share, sublet or assign a booth either entirely or partially without written consent of PINTA-ART LLC. Decisions on the approval of shared booths rest solely with PINTA-ART LLC. A shared booth will only be approved on condition that all the applicants applying for the booth have already been accepted to the Show. Exhibitors sharing booths shall be joint and severally liable to PINTA-ART LLC.

CATALOGUE

PINTA-ART LLC will publish a catalogue in connection with the fair; participation in the catalogue by exhibiting galleries is obligatory. Every exhibitor is entitled to two full pages in the exhibition catalogue. Exhibitor pages in the catalogue must include at least one image; text only pages are not acceptable. Exhibitors have the option to purchase additional catalogue pages and/or include multiple images. There is a mandatory production charge of \$500 per image.

PAYMENT TERMS

After acceptance by the Selection Committee, Exhibitors will be invoiced for the total booth rental amount. Payment of the total booth rental must be made in three installments: 40% is due upon signing the application, 30% is due on or before July 31st, 2009; and the 30% balance is due on or before October 15th, 2009. The Exhibitor agrees that in the event that the total amount has not been received by PINTA-ART LLC by November 1st, 2009, PINTA-ART LLC shall have the right to treat Exhibitor's failure to pay as a material breach of the contract, retain any payments previously made to PINTA-ART LLC, and recover from Exhibitor the total booth rental amount, plus any collection costs incurred by PINTA-ART LLC (including attorneys' fees) in enforcing its rights to collect such payment and costs. PINTA-ART LLC shall have the right to impose a late charge of up to 10% if the Exhibitor has not paid in full by November 1st, 2009. The exhibitor agrees that in the event that it has failed to make the required payments, its non-payment will constitute a material breach of its agreement with PINTA-ART LLC, and PINTA-ART LLC may reallocate the space formerly devoted to that exhibitor as PINTA-ART LLC sees fit. Failure to make payments by deadlines will result in automatic charges to your credit card.

WITHDRAWAL BY AN EXHIBITOR

Any applicant may withdraw his/her application prior to acceptance. Once accepted, any exhibitor may cancel his/her contract until March 31st, 2009. After March 31st, 2009, any Exhibitor who withdraws or cancels his/her contract will remain obligated to pay the full amount of the space rental and any further costs that may have been incurred by PINTA-ART LLC. Any Exhibitor who fails to occupy his/her booth by 11:00 am on November 20th, 2009 will forfeit his/her right to occupy the space and



PINTA-ART LLC will claim full rights to that space. In such event, the Exhibitor shall remain liable for the full rental and any additional costs incurred by PINTA-ART LLC

INSURANCE AND EXCEPTION FROM LIABILITY

Exhibitors must insure all their property and any and all property entrusted to them for display or other use in connection with the Show against the risks of fire, theft, burglary, breakage, leakage and water damage, and the risks of transport to and from the show. PINTA-ART LLC will not be liable for any loss or damage sustained by the Exhibitor in connection with the Show, or for the failure of the Exhibitor to obtain insurance, or for the failure of insurance to cover any loss sustained. The Exhibitor hereby agrees to execute promptly at the request of PINTA-ART LLC any additional documents releasing PINTA-ART LLC from such liability as PINTA-ART LLC may request prior or subsequent to the Show. The Exhibitor agrees to indemnify and hold PINTA-ART LLC harmless from and against any claim whatsoever for injury, loss or damage resulting from any action or omission of the Exhibitor or its employees, agents or representatives including but not limited to any property damage or personal injury caused by the Exhibitor, its employees, agents or representatives.

SECURITY

PINTA-ART LLC will provide guards or security services for the show and show areas. Exhibitors will be required to comply with any security procedures requested by PINTA-ART LLC or the security service retained by PINTA-ART LLC. Exhibitor recognizes that, by participating in Pinta Show 2009, it assumes security risks that cannot be eliminated by security services to be provided by PINTA-ART LLC. Security for individual booths is not included under this paragraph. PINTA-ART LLC does not secure insurance coverage for any individual booth.

ELECTRICAL SERVICES

PINTA-ART LLC will provide common area lighting, but shall not be liable for any loss or damage due to failure or interruption of electrical service. No Exhibitor will be allowed to install its own power connections. Each Exhibitor (including all employees, agents, contractors or representatives) will strictly adhere to any and all applicable law and any requirements of the municipal and/or Metropolitan Pavilion / The Altman Building fire, safety and security regulations.

MAINTENANCE

Each Exhibitor is responsible for the maintenance of its booth and will leave the booth in the same condition in which it was found, reasonable wear and tear expected. Cleaning services will be available at an additional charge for individual booths. Arrangements may be made in advance with PINTA-ART LLC.

ADDITIONAL CONDITIONS

PINTA-ART LLC may, if required by force majeure or other reasons beyond its control, cancel, postpone, shorten or extend the Show. The Exhibitor shall have no right or claim for any damages of any kind, arising or alleged to arise by reason of any postponement, shortening or cancellation of the Show.

Exhibitor agrees to comply with the rules and conditions required by all applicable authorities of New York City and Metropolitan Pavilion / The Altman Building. PINTA-ART LLC reserves the right to treat any violation of these and any subsequent conditions as a material breach of this contract and to require any Exhibitor to withdraw from the Exhibition as a result.

The Exhibitor agrees that in the event of such a violation, PINTA-ART LLC will be entitled to recover damages from the Exhibitor, including without limitation, any losses sustained by PINTA-ART LLC; and PINT-ART LLC shall also be entitled to retain the full booth rental cost and any fees otherwise payable by the Exhibitor to PINTA-ART LLC under this agreement.

This Agreement is governed by the laws of the State of Florida. The parties agree that the courts located in the State of Florida shall have jurisdiction for any legal proceedings related to the exhibition.

**PINTA
METROPOLITAN PAVILION / THE ALTMAN BUILDING
NEW YORK
NOVEMBER, 2009**

PUBLIC HOURS:

Friday, November 20, 2009, 1:00pm to 8:00pm
Saturday, November 21, 2009, noon to 8:00pm
Sunday, November 22, 2009, noon to 7:00pm

Please return to:

PINTA-ART LLC, 2150 Coral Way, Suite 7A, Miami, Florida 33145, USA.
Tel: 305 854 3050 Fax: 305 854 0760
info@pintaart.com

www.pintaart.com

Signature

Print Name

Date