

APPLICATION FORM 2021

Application / Required Deposit (€ 200)	September 25 2021
Balance Payment	October 10 2021
Exhibitor's Set Up	November 3, h. 08.30am / 7.00pm _ November 4, h. 8.30am / 12.30pm
Press Preview	November 4, h. 2.00pm / 4.00pm
Opening Time	November 4 - 5 - 6, h. 4.00pm / 11.00pm
Opening Time	November 7, h. 11.00am / 8.00pm
Exhibitor's Dismantling	November 7, h. 9.00pm / 11.00pm _ November 8, h. 9.00am / 01.00pm

Characteristics: The Others is the only Italian fair dedicated to the international emerging art conceived to valorize the new creative energies. Characterized by an innovative format - use of non-conventional venues, evening opening hours, a program of crossover events - is a unique exhibition platform: a fair and a curatorial project, a meeting point between market and cultural innovation, a place for exhibition and site specific projects that step beyond the concept of booth to become real exhibitions. A pioneering model, which has given up the typical schemes and barriers of the most traditional art fairs to develop a more direct and immediate dialogue between the artistic proposal and its understanding.

Admission criteria: The Others hosts profit and non-profit spaces whose programs are actively dedicated to young artists: art galleries, no-profit exhibition spaces, foundations, associations, collectives of artists or curators and artist-run spaces focused on the promotion and development of the up-and-coming art scene. Moreover, collaborations with publishing projects, art prizes, artists residencies, art academies and self-produced design spaces make The Others a fair with a 360 degrees point of view on the art world.

Application Form: All exhibitors must submit the Application Form and the General Conditions of Participation complete of all information required and duly signed by September 25 at the latest. The Application Form must be completed in all parts. Application Forms without the required deposit (€ 200) will not be accepted.

Project proposal: Exhibitors must present an exhibition project involving a maximum of 3 artists. The Curatorial Board will make the selection on the basis of this proposal. The proposal completed with a description of the artistic project, list and biography of the artists must be sent by email to: application@theothersfair.com by September 25, 2021.

Acceptance: The selection of all applications will be made by a Curatorial Board, at its unrestricted discretion, according to the quality of the submitted project. By signing and submitting this Application to The Others Fair 2021, accompanied by the curatorial project and the required deposit (€ 200), the Exhibitor agrees to be bound by the terms and conditions of participation described herein and in the General Conditions of Participation. This Application will become a binding contract upon receipt of written acceptance.

Location: The Others is housed in Pavilion 3 of Torino Esposizioni, the former exhibition complex of the city of Turin built by Ettore Sottsass senior in 1938. Pavilion 3, designed by Pier Luigi Nervi in 1950, is located in Via Petrarca 39/B in the San Salvario district, inside the historic Parco del Valentino.

Exhibition space and prices:

Exhibitors have the opportunity to choose between two types of space (all prices are to be considered + VAT at current rate - if applicable)

- **Magic**, 8 linear meters (a back wall of 4m and two side walls of 2m) and 12sqm surface area Flat Rate € 800,00 + VAT

- **Fabulous**, 12 linear meters (a back wall of 8m and two side walls of 2m) and 24sqm surface area Flat Rate € 1.500,00 + VAT

The walls of the exhibition space are made of white painted honeycomb wood panels (h. 300 cm - width 100 cm each).

Equipment of the exhibition space: 1 table, 2 chairs, 1 wastepaper bin, 1 electrical socket, 3 LED spotlights 50W each for Magic and 5 LED spotlights 50W each for Fabulous.

Equipment for the Exhibitor: presence in the catalogue and on the Fair website, copy of the catalogue, Exhibitor pass and opening tickets, Guest invitations and other promotional material.

Terms and condition of payment:

- The sum of € 200 must be attached to this Application Form as a deposit by September 25. Application Form without the deposit will not be considered valid and will not be presented to the Curatorial Board for selection.

- In the event of non-selection the Organization will retain € 50,00 to cover the operating and application assessment costs.

- Payment of the participation fee must be made no later than October 10, 2021.

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

- All sums paid will be refunded in full if The Others does not take place for health reasons or other impediments determined by the Government Authorities.

Payments have to be made exclusively by Bank Transfer to:

THE OTHERS SRL - BPER Banca
IBAN: IT03F0538701008000042212324
SWIFT: BPMOIT22XXX

THE OTHERS SRL - Banca d'Alba credito cooperativo sc
IBAN: IT67A0853001006000800100985
SWIFT: ICRAITRREQ0

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

General conditions of Participation have to be enforced at all times. I have read the agreement in its entirety and I agree to be bound to Terms & Conditions herein.

Date _____

COMPANY STAMP AND SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

X

APPLICATION FORM - THE OTHERS FAIR - PAG. 2

Exhibitor Information (please write in capital letters)

Exhibitor Name: _____ Established (year): _____

Address: _____

ZipCode: _____ City: _____ State(USAONLY): _____ Country: _____

Ph: _____

E-mail: _____ Website: _____

Facebook / Instagram Contact: _____

Exhibitor Contact

Name: _____ Surname: _____ Position: _____

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

- | | | |
|--|---|--|
| <input type="checkbox"/> Gallery | <input type="checkbox"/> Artists run-space | <input type="checkbox"/> Project space |
| <input type="checkbox"/> Artists/Curators collective | <input type="checkbox"/> Cultural Association | <input type="checkbox"/> Foundation |
| <input type="checkbox"/> Other _____ | | |

Invoicing Data

The Company: _____

VAT N: _____ TAX N: _____

Address: _____

ZipCode: _____ City: _____ State(USAONLY): _____ Country: _____

Authorized Representative

Name: _____ Surname: _____

Curatorial Project Title: _____

Artists involved (max. 3): _____

Exhibition Space Required:

- | | |
|--|--|
| <input type="checkbox"/> MAGIC (8 linear meters of wall, 12smq surface area) | <input type="checkbox"/> FABULOUS (12 linear meters of wall, 24smq surface area) |
|--|--|

Requests to take part in "The Others Fair 2021" binding themselves to observe all the articles of the Application Form and of the General Condition of Participation and declares that they have read and fully agree to the following conditions:

The Application Form must be accompanied by a deposit (€ 200), from the curatorial project and all required documentation.

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 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.

Date _____

COMPANY STAMP AND SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

X _____

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).

Date _____

COMPANY STAMP AND SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

X _____

According to EU Regulation 679/2016 and Legislative 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.

GENERAL CONDITION OF PARTICIPATION

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

The Others - hereunder quoted as Exhibition - that takes place in Turin. The Others, 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 Curatorial Board. 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 Others is dedicated to both profit and non-profit organizations which deal on a continuous basis with programs dedicated to young artists: art galleries, projects spaces, artist-run spaces, artist or curatorial collectives, nomadic or web exhibition platforms, artists' residency, art festival or awards, art schools and academies, art bookshops, spaces dedicated to young and self-produced design and artist graphics which meet at The Others to develop a focus on the global community of emerging art.

Art. 3 – Application procedure

3.1 The contract is constituted by 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. The Applications received after the deadline, set for September 25, 2021, or incomplete, will be analyzed after the applications sent correctly.

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

3.3 Application must be sent by email to application@theothersfair.com no later than September 25.

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

3.5 The presentation 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.

3.6 In the event of non-selection the Organization will retain € 50,00 to cover the operating and application assessment costs.

Art. 4 – Terms of payment

4.1 A required deposit of € 200 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 must be paid by September 25. The balance must be received by October 10, 2021.

4.2 The invoice will be issued after the receipt of the total amount due. Only the payment of the amount due will give the Exhibitor the right to occupy the assigned exhibiting space. In case of withdrawal of the Exhibitor, after the Curatorial Board's acceptance, of his lack of participation, of his lack of payment, 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 Curatorial Board, 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 if the Board of Directors accept the proposal.

5.2 If the Application is not accepted, the applicant will be informed by letter without any explanation and the required deposit will be refunded, without interest except for the € 50,00 to cover the application management.

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 damages of any kind.

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

Art. 6 – Space allotment

Exhibiting space will be assigned by the Organizer in accordance with the Curatorial Board 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 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 according to the conditions stated in Art. 4 and Art. 24.

Art. 8 – Joint Participation

Exhibitors 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 Curatorial Board. 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 abandons the assigned exhibiting space for any reason, the Organizer shall have the right to take away any material and goods left by the Exhibitor at the Exhibitor's own risk and expense. The Exhibitor grants 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 the authenticity and legal provenience of artwork as well as 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 Curatorial Board, does not meet the requirements as stated in Art. 10, or are not included in the exhibition project approved by the Curatorial Board. If the Exhibitor infringes the aforementioned criteria, 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 interest. If the Exhibition is 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 damages.

Art. 12 – Surveillance and cleaning

12.1 The Organizer shall provide a general surveillance service, including the days of 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 exempt from liability relating to theft and / or damages that may be incurred by the Exhibitor.

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

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

12.6 The Organizer reserves the right to ask for payment for 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 their assigned exhibiting area. The tables provided by the organization must be used only to display promotional material (catalogues, brochures, press releases and other tools designed to promote the exhibitor's space, project and artistic activity).

Food and beverages may be consumed, but they must be kept out of public sight, and garbage must be placed in the bins provided to each exhibitor.

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 party 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, when requested even during the Exhibition.

13.4 The Exhibitor shall be exclusively liable for any damages whatsoever caused to third parties by any means, 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 that 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 completed within the day and at the time indicated on the Application Form; the dismantling may start on the days and at the times indicated by the Organizer and shall be completed within the date and 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. Any damages to the equipment and structure 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 the truthfulness of the information published in the catalogue, keeping the Organizer uninformed with respect to any third party.

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 wilful misconduct or great negligence.

Art. 17 – Prohibitions

It is strictly forbidden:

- A) the exhibition of materials of non-exhibiting company;
- B) advertising or itinerant sale inside the exhibition area;
- C) the 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, nor 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. Any activity outside the exhibition area that may create troubles or may damage the Organizer or the Exhibition is also forbidden. If the Exhibitor infringes 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. and subsequent amendments

The data supplied by the Exhibitor in the Application Form will be treated according to the EU Regulation 679/2016 and Legislative Decree. n. 196/2003. The Exhibitor agrees that all the information contained in the Application Form can be used for administrative (invoicing), statistical (anonymous) and promotional purposes (catalogue and other printed materials).

Art. 21 – Integrative provisions

The Organizer reserves 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 equipment, fire regulations and electrical apparatus. If the Exhibitor is not in possession of such regulations, it is up to him to request them from the Organizer, as soon as possible. If any such provisions are 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 safety 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 infringes any of the obligations as stated in Arts. 4 (Terms of Payment), 7 (Withdrawal), 9 (Abandonment), he shall pay the Organizer the amount of € 2.500,00 + Vat at the current rate - where applicable as a 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 Organizer by means of written notice may terminate the contract. If a termination is decided by the Organizer during the Exhibition, the Exhibitor shall be obliged to immediately stop any business and exhibition in the assigned exhibiting space and shall remove any goods, things 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 arises 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 remaining articles or of remaining parts of articles.

Art. 27 – Prevalent language

As 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 alone and acknowledges as competent exclusively the Law Court of Turin where the Organizer Revolution Srl has its legal venue, and no other Courts. Relations between the Organizer, the Exhibitor and any third party are governed exclusively by Italian law.

Date _____

COMPANY STAMP AND SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

X _____

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