

*cutlog new york*  
*2014 registration form*



*May 8–11, 2014*

*The Clemente*  
*107 Suffolk Street*  
*New York, NY 10002*

*cutlog.org*

*After five successful years in Paris and a breakthrough New York debut in May 2013, cutlog contemporary art fair celebrates its second New York edition from May 8-11, 2014. The renowned fair is thrilled to announce its return to the Clemente, a magnificent Dutch Neo-Gothic building and the Lower East Side's premier cultural venue. With a hand-selected roster of approximately 50 galleries, cutlog 2014 brings a distinctly forward-thinking ethos to the New York scene.*

*Foregoing a traditional format and setting, cutlog is a highly curated platform for emerging art. Galleries which nurture progressive artistic initiatives are paired with converted spaces such as theaters, classrooms and a large courtyard.*

*cutlog works directly with exhibitors to create a focused program of performance, film, and site-specific installations as an extension of dynamic projects. The facilitation of dialogue as a guiding principal makes cutlog distinct as a place for collectors to acquire fresh, inspiring artwork.*

*Recent years have seen a dramatic shift in New York, with more than 110 galleries opening between Canal and Houston in the Lower East Side. The area has transformed into a key meeting point for international artists and collectors, also serving as the first stop connecting the burgeoning North Brooklyn artistic scene to Manhattan. With this geographical shift, a new breed of artists has gained a presence within an increasingly globalized market, disrupting norms.*

*After breaking new ground by presenting the Lower East Side's first international contemporary art fair, cutlog's second year sets the stage for the most driven emerging artists and their profoundly dedicated galleries to interact with the inner circles of the art world.*

## Communication

*The second week of May has become a milestone in the global art world calendar, as international galleries and collectors, art advisors and arts professionals gather in New York City. cutlog exhibitors will be featured on leading international arts publications, websites and blogs, and printed materials will be displayed throughout New York's premier art institutions, museums, and cultural hubs. A color catalogue featuring a full page of artwork from each exhibition will be published.*

## Directions

*Located in the heart of the Lower East Side arts district*

*The Clemente*

*107 Suffolk Street, New York, NY 10002*

*Subway: F, J, M, Z trains to Delancey Street / Essex Street*

*Bus: lines 14A & 9*

*info@cutlog.org*

## Exhibitor calendar

<i>Tuesday, may 6th</i>	<i>booth set-up</i>
<i>Wednesday, may 7th</i>	<i>preview opening, 5pm-9pm</i>
<i>Thursday, may 8th</i>	<i>brunch for press &amp; professionals; noon scheduled group tours ,noon - 6pm public opening, 6pm - 9pm</i>
<i>Monday, may 12th</i>	<i>deinstallation, 8am–2pm</i>

## Open to the public

*Admission tickets are priced as follows:  
adults \$15 | seniors \$12 | students \$10*

<i>Thursday, may 8th</i>	<i>6pm–11pm</i>
<i>Friday, may 9th</i>	<i>12pm–9pm</i>
<i>Saturday, may 10th</i>	<i>12pm–9pm</i>
<i>Sunday, may 11th</i>	<i>12pm–9pm</i>

*The four pages of this registration form, filled out in full and signed, must be returned to cutlog, 107 Suffolk Street, rm415, New York 10002 NY, USA before March 21st, 2014.*

Name of exhibitor

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Corporate name

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Director

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Address

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City

Country

Zip code

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Telephone

Fax

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Email

Website

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Booth manager name

Booth manager cell number

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Tax ID # / VAT # (Europe)

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The gallery establishment date

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Please list other fairs your gallery has participated in

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*Please include the following documents in your registration form :*

- Exhibitor short description/mission statement (1 paragraph)*
- description of booth concept (300 words recommended), in Word document (.doc)*
- list of the artist(s) presented*
- a biography and 6 to 8 images per artist(s)*
- 3 to 5 high resolution images (including both vertical and horizontal format). images should be in CMYK color profile and measure at least 3000 pixels by 3000 pixels; for the catalogue (each visual must have his own description, technique, size and year).*
- PDF document containing a thumbnail of each artwork image, followed by the name of the artist, the title of the artwork, year, medium, and size.*
- \$250 non-refundable registration fee by check or wire transfer*
- first deposit for booth rental: a check or wire transfer of \$3000, as soon as your project is validated. The balance of the booth rental must be paid in full before April 10<sup>th</sup>, 2014.*

## *Services provided*

- *rental of booth*
- *lighting*
- *signage*
- *1 electrical outlet*
- *1 chair*

*Each booth is approx. 10 feet (3 meters) high. Surface can vary slightly.*

- *40 invitations to the preview opening*
- *30 daily fair invitations*
- *exhibitor profile (photo + text + link) on cutlogny.org*
- *one full page (photo + text) in the cutlog New York 2014 catalogue.*

*Transportation and registration fees are to be paid by the exhibitor. For materials sent from outside of the US, we recommend indicating clearly the nature of the contents (i.e. documents, brochures, catalogues, slides, CDs, etc... ) on the packaging.*

## Booth

Booth rate \$40 / square foot (approx. \$430 / m<sup>2</sup>)

<input type="checkbox"/> S—2 exhibitor badges, ~100 sq ft (approx. 9.3 m <sup>2</sup> )	\$4000
<input type="checkbox"/> M—2 exhibitor badges, ~200 sq ft (approx. 18.6 m <sup>2</sup> )	\$8000
<input type="checkbox"/> L—2 exhibitor badges, ~300 sq ft (approx. 27.9 m <sup>2</sup> )	\$12000
<input type="checkbox"/> XL—2 exhibitor badges, ~400 sq ft (approx. 37.2 m <sup>2</sup> )	\$16000
Registration fee (non-refundable)	+ \$250

## Total

- \* All payments must be made in US dollars.
- \* Registration fee must be paid by check or credit card.

## Payment method

- By check.  
American bank checks only, made out to cutlog LLC, have to be sent by postal mail with the registration form.

### By Card

- VISA    MasterCard    American Express

(5% commision fees are at the exhibitor's expense)

- By wire transfer. Bank information will be provided upon acceptance of application and receipt of registration fee.

Card number

Expiration date (month/year)

Security code

Name on card

Date

Signature and Stamp

**INTRODUCTION:** This Agreement is between \_\_\_\_\_ (hereinafter referred to as the «Exhibitor») and cutlog LLC, a New York Limited Liability Company (hereinafter referred to as «Organizer»).

The terms and conditions of this Agreement (and any addenda attached hereto) shall be the terms and conditions applicable to Exhibitor's lease of booth space at cutlog New York 2014 (hereinafter referred to as «cutlog NY») from Organizer, such Exhibition to be located at the Clemente Soto Velez Cultural & Educational Center, 107 Suffolk Street, New York, NY 10002 during the dates of May 8th to 11th, 2014. All dates and location are subject to change and Organizer cannot be held liable for any changes in dates and or location. The terms and conditions of this Agreement shall also cover any additional days required for Exhibitor to move in and move out of the booth space at the Exhibition. Exhibitor and Organizer agree as follows:

**APPLICATION FORM:** Any gallery wishing to participate in cutlog NY must submit the official application form correctly completed and bearing a legally binding signature to Organizer by the published deadline. The Exhibitor must make sure that his application is accompanied by his fully completed application documentation and must also pay the application fee. Organizer has no responsibility for maintaining archive of application forms and all supporting documents and they shall not be returned to the applicant. The application will only be processed after Organizer has received proof that the corresponding application fee has been paid. The application fee will not be refunded, regardless of whether or not the Exhibitor is admitted to cutlog NY. In submitting his application, the Exhibitor confirms to Organizer that he shall participate in cutlog NY, subject to acceptance by the Organizer. Exhibitor is not permitted to modify the form and any attempt of modification shall be voided and will not be binding on Organizer.

All applications are evaluated anew each year. This means that Exhibitor that participated the previous year must also go through the admission procedure. Every application is subject to a thorough examination, spread over several stages, until the final results are decided after several rounds of deliberation. In signing the official application form, the Exhibitor accepts cutlog NY's Exhibition Regulations as binding for him as well as for his employees and representatives. Organizer reserves the right to, at any time, issue other rules and regulations of participation.

**ADMISSION TO EXHIBITION:** This Agreement when signed by Exhibitor shall constitute an agreement for exhibit space in Organizer's Exhibition but only when duly countersigned by Organizer or its agents and representatives. It is subject to review and approval by Organizer or its agents and representatives who reserve the right to reject any application for any reason. All applications will be accepted only in writing by Organizer and such decisions are at the sole discretion of Organizer. There exists no obligation by Organizer to any applicant until a completely executed Agreement has been signed by both the Exhibitor and Organizer.

**ACCURACY OF ADMISSION FORM:** The Exhibitor guarantees that all information in his/her/it application is accurate and that all work submitted for exhibition is authentic. Admission will be confirmed in writing. Organizer reserves the right to cancel any application that is accepted on the basis of false information or if the Exhibitor fails to comply with the General Terms and Conditions (hereinafter referred to as the «Conditions»). The Exhibitor is liable for, and will indemnify Organizer, and hold Organizer harmless, for and from any and all loss or damage incurred by Organizer that is a result of any breach of these Conditions. Organizer has the right to require complete details of a proposed exhibit and reserves the right to prohibit the exhibition of any object that does not meet the requirements of the exhibition. If necessary, the removal of such objects will be at the expense of the Exhibitor. In the event of inaccuracy or false information Organizer can cancel Exhibitor's right to participate. Exhibitor agrees that Organizer can retain the full application fee.

**ARTICLES ON EXHIBIT:** Contemporary paintings, drawings, and sculpture; graphics and multiples; photography; art books; periodicals, and journals; video. All work shown should be of gallery quality and consistent with the aesthetic parameters of work exhibited by Organizer. Organizer shall have the right to demand precise details of the individual artworks the Exhibitor intends to present. The Exhibitor is not permitted to display artworks not announced beforehand or otherwise not permitted, and Organizer shall maintain the right to remove such artworks from the stand at the Exhibitor's expense. The Exhibitor guarantees the authenticity of the works to be sold. In case the exhibitor would supply false information during the registration, Organizer reserves the right to cancel the participation of the afore mentioned exhibitor. Expenses paid for the registration will not be reimbursed. Any participation at the fair is considered as a firm and definitive commitment. The sums paid by the exhibitor will not be paid off.

**BOOTH ALLOCATION AND SURFACE:** Organizer does not guarantee specific booth placements, booth configuration or booth square footage. Organizer reserves the right to make changes in booth assignments, booth placements, booth square footage and/or booth configuration within the Exhibition at its sole discretion at any time. The design and placement of booths shall be controlled and approved by Organizer exclusively, in its sole discretion. Furthermore, Organizer does not represent, warrant or guarantee the final square footage of any booth space leased hereunder, it being expressly understood by Exhibitor the actual square footage of a booth leased hereunder shall be unknown until a final floor plan is received by Organizer. Should the final floor plan be received by Organizer (depicting the actual booth size to be leased to Exhibitor) differ from the approximate booth square footage stated herein, the final floor plan shall control and same shall be deemed to amend and supplement this Agreement so that the square footage of the booth size depicted in the final floor plan shall replace the approximate square footage stated herein, and the rental payments hereunder will be adjusted accordingly. No adjustment in fees reflective of reasonable square footage differences is permitted.

**BOOTH CONTENTS:** The exhibitor undertakes to rent the booth at the price set in the registration file, as set above. Included in the rental price of the booth shall be: 10 feet high perimeter walls, lighting, signage, 30 invitations to the opening event and 40 day pass invitations, the presentation of Exhibitor on the Organizer website, press, publications and marketing of the event, 10 copies of the catalogue with one full color page per Exhibitor. Walls, lighting, design, labor, etc., are all furnished by Organizer to guarantee uniformity of overall design of the Exhibition. Additional walls, special walls, custom flooring, custom carpeting, additional signage, furniture, miscellaneous electrical services, shelving, sculpture pedestals, drayage & labor furnished for exhibitor-supplied materials are available at additional charges. Prices are outlined in the Exhibitor Manual. Exhibitor agrees to pay full costs of booth decoration and additional lighting before any extra installation, by cash or credit card payment only.

**STAND OCCUPATION:** The Exhibitor is committed to occupy personally his exhibition stand at Clemente Soto Velez Cultural & Educational Center, 107 Suffolk Street in New York from May 8th, to May 11th, 2014 without possible authorization of subletting.

The Exhibitor operates his stand continuously throughout the whole of cutlog NY's advertised opening hours. The Exhibitor's stands must, in particular, be correctly equipped and staffed with personnel having the necessary expertise. At all events, a gallery director must be present on the stand until the closure of cutlog NY.

In the event the Exhibitor fails to occupy 24 hours prior to commencement of cutlog NY, Organizer shall have the right to use the stand in any manner it deems fit, including without limitation to lease the stand to any other 3rd party. In this situation, the Exhibitor loses any claim to his stand. The Exhibitor does, however, remain liable for the total costs of the stand as well as any ancillary costs that may have been incurred. Organizer shall, furthermore, reserve the right to charge for any other costs arising from the non-occupancy of the stand by the Exhibitor.

**CONDITIONS OF PAYMENT:** All payments made pursuant to this Agreement shall be made exclusively in US currency. Payments made hereunder may be made by cash, check drawn on a US bank or bank wire transfer (all wire transfers must include additional wiring fees), or credit card. Exhibitor hereby understand all credit card payment will also incur a mandatory 5% credit card processing fee.

A \$250 deposit must be included with this application. At the same time as Organizer gives notice of admission to cutlog NY, the Exhibitor will receive an invoice requesting a payment of 50% of the rental fee, due within 30 days after receiving the invoice. The final deadline for receipt of all outstanding balances to cutlog New York 2014 is within April 10th, 2014. No exhibitor will be permitted to participate who has not paid their balance in full 30 days prior to show date. In the event that exhibitor fails to make payment as agreed, they will be in default and Organizer will have the right to retain exhibitor's deposit and all other monies paid under this agreement and Organizer reserves the right to pursue any and all other remedies it may have in law or equity with respect to exhibitor's default. Organizer shall have the right to lease the default exhibitor's space to another exhibitor prior to the exhibition.

The Exhibitor shall be liable to pay interest on all overdue amounts invoiced by Organizer at the rate of 2% above Chase Bank prime rate. If any invoice of Organizer is not paid within the set deadline, Organizer reserves the right to terminate the exhibitor contract with immediate effect, having given a written notice setting a time limit of eight business days, and to dispose otherwise of the stand concerned. In such a case, the defaulting Exhibitor is liable to pay Organizer compensation by way of liquidated damages (and not by way of penalty) in an amount set with reference to the date of termination as follows: 50% of the stand rental fee on or before February 28th, 2014; 75% of the stand rental fee from March 16th, 2014 to March 27th, 2014; 100% of the stand rental fee on or after March 28th, 2014.

**EXHIBITOR WITHDRAWAL:** If an Exhibitor withdraws from the exhibitor contract after receiving notice of admission, he is liable to pay compensation by way of liquidated damages (and not by way of penalty) with reference to the date of withdrawal from the exhibitor contract and amounts to: 50% of the stand rental fee on or before February 28th, 2014; 75% of the stand rental fee from March 16, 2014 to March 15, 2014; 100% of the stand rental fee on or after March 28th, 2014.

**ACCEPTANCE OF BOOTH:** At the time of accepting the stand area during the exhibitor installation period, the Exhibitor has the duty to verify its condition and to report any defect immediately to the hall manager. If the Exhibitor fails to do this, he will be deemed to have accepted the stand area. Once cutlog New York has ended, the hall manager accepts the return of the cleared stand area upon the request of the Exhibitor and draws up an appropriate report.

**SPACE OCCUPATION:** Artworks or furniture may only be presented within the stand area. Light installations (neon displays, etc.) may not be placed on the external walls of the stand. Audio and/or video systems must be operated with a subdued volume at all times. It is not permissible to display posters or any other form of advertising material without the prior consent of The Organizer. It is not permitted to put on any form of display or performance that would obviously cause annoyance to either the exhibitors on neighboring stands or visitors and, in particular, to occupy the space in front of the stand or to create noise or other disturbance. Any performances made inside the stand must not disturb the exhibitors on neighboring stands either visually, acoustically or spatially, and must be approved in writing by Organizer. Nor may they in any way impede the circulation of the visitors in the aisles. Visitors must be provided with information regarding the exhibited artworks (through tags, a printed list of the artworks or other means). The Exhibitor must satisfy the quality level demanded by The Organizer throughout the whole duration of cutlog New York 2014. Re-hanging operations and any modifications made to the stand must not be of a nature that would detract from the quality level of the fair. Re-hanging and cleaning work are only permitted before or after cutlog New York opening hours. The Organizer has the right to inspect the exhibitors' stands at any time, including towards the end of cutlog New York 2014.

**SECURITY:** During the absence of staff, and particularly at night, the Exhibitor must lock away any object worth US\$ 10000 or more. This rule does not apply to artworks presented on the stand. It is recommended that cash, jewelry, data media, technical components, etc. be kept in a lockable room. The Exhibitor recognizes that, by participating in cutlog New York, it assumes security risks that cannot be totally eliminated by security services as provided by Organizer. Organizer is not liable for loss or damage, whether direct or indirect or con-sequential or of any other kind.

**WASTE:** The Exhibitor is responsible for the disposal of the waste he creates both during the setting-up and dismantling periods as well as during cutlog New York 2014 itself. Organizer organizes waste disposal. Smaller quantities of waste are collected and disposed of using Organizer's official waste bags. Larger volumes, bulky items of waste and hazardous wastes are collected for disposal in special containers, and the costs are invoiced to the Exhibitor. For safety reasons, all passageways and other zones outside of the stand area must at any time be kept free from waste and any other material. Waste stored in passageways or zones outside of the stand area as well as any waste products and/or exhibits left behind on the exhibition site after the end of cutlog New York or the clearance deadline set by Organizer will be removed for a higher charge at the expense of the Exhibitor concerned and disposed of or placed in storage.



# cutlog

The Clemente  
107 Suffolk Street  
New York, NY 10002

May 8–11, 2014  
cutlog.org

**MAINTENANCE:** Organizer will be responsible for keeping the common areas of cutlog NY clean. Each Exhibitor is responsible for the maintenance of his/her space and will leave the space in the same condition in which it was found, reasonable wear and tear accepted. All hanging devices must be removed from the wall when dismantling the space.

**PROTECTION OF FACILITIES:** Nothing shall be posted on, or tacked, stapled, nailed, screwed, or otherwise attached to the columns, walls, floors, or other parts of the premises without permission from Organizer. Fluids, caustic or staining, must not be used where they may damage floor coverings. Packing, unpacking and assembly of exhibits shall be done only in designated areas and in conformity with directions of Organizer's and Clemente Soto Velez Cultural & Educational Center staff. Exhibitor shall not deface, injure or mar in any manner the premises at the Clemente Soto Velez Cultural & Educational Center. Exhibitor shall not paint or apply any other permanent covering to any of the walls, floors, ceilings or other areas of the facilities at the Clemente Soto Velez Cultural & Educational Center or its furnishings or fixtures. Exhibitor acknowledges that Organizer reserves the right to remove all persons and property from the facilities and premises not complying with these Conditions or any other rules of the Organizer or the facility without the necessity of or resorting to any legal proceeding.

**EXHIBITORS & WORKERS PASSES:** Worker passes and exhibitor passes are intended solely for individuals staffing stands. They are personal and non-transferable. It is prohibited, in particular, to give worker passes or exhibitor passes to art collectors, art dealers or any other individuals who are neither employees nor artists of the exhibitor. Access to the storage areas at or for the venue of cutlog NY is only permitted for holders of worker passes or exhibitor passes. Holders of worker passes or exhibitor passes are not permitted to allow any non-accredited persons to enter the storage area. In the event of failure to comply with this rule, Organizer maintains the right to withdraw the passes concerned, and may also consider such non-compliance with this rule in deciding on admissions to future editions of cutlog New York.

**FILMING, PHOTOGRAPHY AND VIDEO RECORDING RIGHTS; ELECTRONIC MESSAGES:** From time to time, photographs, motion pictures and/or video recordings may be made in cutlog New York facilities, which recordings may include images of Exhibitor, its employees, agents and related merchandise and displays. Exhibitors may not hinder, obstruct or interfere in any way with such photography or recordings whether by Organizer or its agents, and hereby consent to Organizer's use of such recordings for commercial purposes. In connection with the other provisions of this paragraph, Exhibitor hereby grants Organizer a non-exclusive, royalty-free, irrevocable, non-transferable worldwide license (without the right to sublicense) to use Exhibitor's trademarks, service marks, logos, trade names, copyrighted content, hypertext links, domain names, icons, buttons, banners, graphic files and images.

**PHOTOS FROM EXHIBITORS:** No audio and/or visual records in whatever form of the stands and exhibits of other Exhibitors in cutlog NY's venue is permitted except with Organizer's consent. Close-up photographs require the express consent of the Exhibitors and visitors concerned. It is, notwithstanding, also a matter for the Exhibitor to adopt the necessary precautions for enforcing his rights and preventing the creation of undesired records. The Exhibitor shall indemnify and hold Organizer harmless from and against any and all claims, loss, damage, costs and liability for illicit and unauthorized records of stands and exhibits. It is imperative for the Exhibitor to strictly respect and observe the intellectual property rights of others. Any act by the Exhibitor at cutlog NY which constitutes (a) an infringement of copyright or trademark or (b) a false claim of pending patent application or (c) a false claim of registration of trademark, patent or registered design is a criminal offence and a tort actionable by the owner or other holders of rights and other injured parties. The Exhibitor undertakes not to commit or allow to be committed such act during or in preparation for its participation at cutlog New York and indemnifies and keeps Organizer indemnified against all claims, loss, damage and costs which Organizer may suffer from such act. If, by a court order, the Exhibitor is restrained from any act at cutlog New York which is alleged to be an infringement or wrongful act of intellectual property rights, the Exhibitor must comply with such court order expeditiously and completely and shall bear and pay for Organizer's legal costs in relation to the court order on a full indemnity basis. If the Exhibitor wants to create records of his own stand he will be given a permit so to do free-of-charge upon presentation of the Exhibitor's pass. This does not constitute a general permit to create records. It is valid solely for the Exhibitor's own stand.

**LIABILITY:** Organizer does not assume any liability for the negligence, omission and breach of law and legal duties by its independent contractors and any loss and damage which the Exhibitor may suffer from the location or surroundings of the Exhibitor's stand area. Organizer's liability is totally excluded as to any loss of income or profits, loss of contracts and any indirect or consequential loss or damage whatsoever and, in other cases, limited to the total amount of the rental fee for the stand area paid by the Exhibitor. Any damage has to be notified to Organizer immediately. The liability of Organizer for failure to perform its obligations under this Agreement is limited to a refund of the Exhibitor's deposits paid hereunder. In the event the Organizer shall be in default hereunder in any respect, such default shall not give rise to any rights or remedies to Exhibitor unless and until such default shall continue for more than thirty (30) days after Organizer's actual receipt of written notice thereof from Exhibitor (or, as to defaults not susceptible of being cured within such thirty day period, Organizer fails to commence the cure thereof within such period and thereafter diligently prosecute the same to completion). Further, if Organizer is delayed or prevented from performing any of its obligations under this Agreement by reason of strike or labor troubles or any cause whatsoever beyond Organizer's control, the period of such delay or such prevention shall be deemed added to the time herein provided for the performance of any such obligation by Organizer, or Organizer, in its sole discretion, may cancel this Agreement and the parties hereto shall be released of all further obligations and liabilities each may have to the other.

Exhibitors must carry worker's compensation, commercial general liability, personal injury and blanket contractual liability insurance at limits of at least \$1,000,000 per occurrence and \$2,000,000 per aggregate. This coverage must be evidenced by a certificate of insurance with a 30-day notice of cancellation provision to the insured and naming Organizer, Organizer as additional insured and to be provided at least 30 days before the proposed Exhibition start date.

It is strongly recommended the Exhibitor also carry insurance to cover loss, damage, or injury to any property of the Exhibitor or to any of his officers, agents, employees or contractors, whether attributable to accident, fire, theft or any other cause which may be occurring at cutlog NY's facility, their management, agents, employees, licensees, invitees and contractors from any and all claims, liabilities and losses for injury to persons (including death) or damage to property arising in connection with Exhibitor's use of the booth space and the Exhibition premises, and in connection with security personnel provided by Organizer.

**CANCELLATION:** Based upon cogent grounds, Organizer shall have the right to cancel cutlog NY before its start, to terminate it prematurely, to postpone it or to adapt its operation to new circumstances. If cutlog NY, due to such cogent grounds, is cancelled, terminated prematurely, postponed or if its operation is adapted to new circumstances, Organizer shall be released from its contractual duty to perform and Exhibitors shall have no claim against Organizer for performance or withdrawal from contract or compensation. Any payments already made will be reimbursed after deduction of any expenditure already incurred by Organizer in connection with a cancellation of cutlog NY. A cogent reason shall include but should not be limited to an act of force majeure, an order by the authorities or any other event not attributable to Organizer is preventing or hindering Organizer from organizing cutlog NY in due form or if Organizer considers that for economic or political reasons the organization of cutlog NY is strongly compromised.

**CONSTRUCTION OR REPAIR WORKS:** The exhibitors shall tolerate any construction or repair work performed on the halls and other premises of the Clemente Soto Velez Cultural & Educational Center Building without being able to claim compensation, provided such work is necessary and reasonable.

**JURISDICTION:** This Agreement is governed solely by the laws of the State of New York. In the event of any and all litigation arising from this Agreement, the parties hereby agree that the sole venue for all legal action shall lie exclusively in the appropriate Courts of the City of New York, New York. The parties agree to waive trial by jury in any and all litigation arising from this Agreement. In the event of any arbitration or litigation between the parties under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, in the arbitration and at both trial and appellate levels. The parties have participated jointly in the negotiation and preparation of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The parties intend that each covenant, term and condition contained herein shall have independent significance. If any party has breached any covenant, term or condition contained herein in any respect, the fact that there exists another covenant, term or condition relating to the same subject matter (regardless of the relative levels of specificity) which the party has not breached shall not detract from or mitigate the fact that the party is in breach of the first covenant, term or condition.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. Organizer may, in its sole and absolute discretion, waive any covenant, term or condition or the breach thereof contained herein, however, no covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of Organizer, and any waiver of the breach of any covenant, term or condition contained herein shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. This Agreement shall bind both Organizer and Exhibitor and their assigns or successors, and the heirs, assigns, administrators, legal representatives, executors or successors as the case may be. This Agreement shall not take effect and there shall be no obligation by either party unless it is countersigned by Organizer. It shall be effective on the date countersigned by Organizer. This Agreement is fully or partially assignable by Organizer in its sole discretion.

**PRIVATE DATA USAGE:** Unless the Exhibitor simultaneously submits an express statement to the contrary to Organizer, he agrees that his personal and company data may be processed by Organizer or by a company appointed by Organizer and that said data may be forwarded to a contractual partner of Organizer to enable such partner to perform services in connection with the participation at cutlog NY. Organizer ensures data-privacy protection according to US federal laws.

**CONTRACT TERMS TO BE EXCLUSIVE:** This written agreement contains the sole and entire agreement between the parties, and supersedes any and all other agreements between them. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this agreement or any representations inducing the execution and delivery of this agreement except such representations as are specifically set forth in this agreement, and each party acknowledges that she or it has relied on her or its own judgment in entering into the agreement. The parties further acknowledge that any statements or representations that may have been made prior to this agreement by either of them to the other are void and of no effect and that neither of them has relied on the same in connection with her or its dealings with the other. Any and all changes or modification to these terms must be executed in advance, in writing.

Date \_\_\_\_\_ Signature of exhibitor \_\_\_\_\_

Date \_\_\_\_\_ Signature of organizer \_\_\_\_\_