

## Exhibitor Lease

## Art Chicago

MTS-MM LLC

Gallery Name (as it will appear in all advertising): \_\_\_\_\_

Primary Contact Name (Owner/Director): \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Secondary Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_

State/Province: \_\_\_\_\_

Country: \_\_\_\_\_

Zip: \_\_\_\_\_

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_

Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

Web site: \_\_\_\_\_

I understand that by providing this information MTS or Show Management will use my information to contact me about services or events related to the event or services for which I am registering.

## Gallery Information

PLEASE NOTE: We require a list of the gallery's exhibition schedule for the last 12 months, recent art fairs participated in and a **minimum of three (maximum ten) jpegs on disk** for review by the Selection Committee. Additional support material may also be included (such as a brief statement about the program you plan to present at Art Chicago 2010, show announcements, or recommendation letters), but the Committee will review such material only after reviewing the images. Materials will not be returned. This is a juried Show and the Selection Committee shall be the sole and final judge of all applications and may accept or reject applications in its sole discretion and at any time. The Exhibitor guarantees that all information in this application is accurate and that all work submitted is authentic.

Please indicate the categories representative of the artworks you wish to exhibit:

Paintings  Prints  Drawings  Sculpture  Photography  Video/Installation  Other

## Exhibition Terms and Conditions

### 1. Application Fee: US \$ 250

A non-refundable application fee of US \$250 must accompany this application. If the Selection Committee accepts your application for participation in Art Chicago 2010, the fee will be credited to your booth cost.

### 2. Booth Price:

Price for  
2009 Exhibitors

XS	approx. 200 sf (18.6 m2) (limited availability)	\$8,400	<b>\$8,000</b>
S	approx. 400 sf (37.2 m2)	\$16,800	<b>\$16,000</b>
M	approx. 550 sf (51.1 m2)	\$23,100	<b>\$22,000</b>
L	approx. 650 sf (60.4 m2)	\$27,300	<b>\$26,000</b>
XL	approx. 800 sf (74.3 m2)	\$33,600	<b>\$32,000</b>
2XL	approx. 1,000 sf (93 m2)	\$42,000	<b>\$40,000</b>

4. Please note that this application will become a binding contract upon the issuance of written notice of acceptance from Merchandise Mart Properties, Inc. ("Show Management")

5. Notice of acceptance and booth assignments will begin after Dec. 15, 2009.

6. Information and order forms for additional walls lights, etc. will be furnished on acceptance in the Exhibitor Manual.

### Booth size requested:

XS  S  M  L  XL  2XL

Larger than 1,000 sq. ft.  Other \_\_\_\_\_

### 3. Booth price includes:

- Hard walls, painted white
- Interior perimeter lighting
- Exhibitor passes
- Drayage cost

We understand payment of US \$250 via credit card must be included when submitting this contract. First payment is due on acceptance, and the remainder must be PAID IN FULL by April 16, 2010. All checks should be made payable to **MTS-MM LLC**. We agree to abide by the Rules and Regulations of the Show as should be attached hereto and as may be amended from time to time. Acceptance of this application binds us to the payments as stated above. We understand that Show Management reserves the right to demand release of our space for failure of our representatives to conform to the Rules; to reallocate space; to offer requested space only when available; and to reject any and all applications at any time for any or no reason at all. Except in instances where an application is denied prior to the Show, all payments are non-refundable and non-transferable. We hereby agree to abide by all the conditions, Rules and Regulations governing this Show as set forth in this agreement or hereafter adopted. I understand that violations shall subject me to prompt disqualification from participation in this and future shows.

### Payment & Credit Card Guarantee

MMPI requires that you provide the credit card authorization below to guarantee payments in connection with the Show. For your convenience and without further authorization, we will use this authorization and charge your card for other services including labor, material handling, or any additional and unpaid charges incurred at the Show. **All payments are non-refundable and non-transferable.**

Please check here if you would like to receive information about other MMPI events.

Exhibitor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# Deadline for Application: Wednesday, November 25, 2009

# 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 Show Management.

Same Placement as 2009     Other

## Gallery Name:

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## Method of Payment

Application Fee:     **Waived for 2009 Exhibitors**

Booth Fee:     Check     Wire Transfer     Credit Card

Credit Card Number:

Expiration Date:

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Please note that your card will be charged without prior authorization per application deadlines and for all charges incurred at the show.

Print Name that appears on card:

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Billing Address:

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Signature:

Date:

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### Wire Transfer Information:

**(Wire Transfer)**—Transaction fees for wire transfers are the responsibility of the exhibitor. *Please add \$25.00 to your wire transfer to cover applicable bank fees. You will be billed for any bank fees in excess of \$25.00. Bank of America New York Acct. Name: Merchandise Mart L.L.C. and MTS-MM LLC, ABA#: 026-009-593, Acct #: 5801054049, Swift/BIC Code: BOFAUS3N, Ref #: 221-150,*

**(ACH)**—For Electronic Payments send to **Bank of America, Chicago, IL. Acct. Name: Merchandise Mart L.L.C. and MTS-MM LLC, ABA #: 071-000-039, Acct #: 5801054049, Ref #: 221-150**

Please make checks payable to MTS-MM LLC.

## Payment Schedule:

\_\_\_\_\_ \$250 Application fee must be submitted with this application.    \$ **Waived for 2009 Exhibitors**

\_\_\_\_\_ First payment due upon acceptance.    \$ \_\_\_\_\_

\_\_\_\_\_ Remaining balance due NO LATER than February 12, 2010.    \$ \_\_\_\_\_

All credit card payments will be charged in accordance with the above schedule.

Return completed application and payments to:

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### Art Chicago 2010

Merchandise Mart Properties, Inc.  
Suite 470  
222 Merchandise Mart Plaza  
Chicago, IL 60654 USA  
Phone 312.527.6354  
Fax 312.379.6079

For questions or more information, please contact:  
Tony Karman at 312.527.6354 or tkarman@artchicago.com

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# KEY DATES

**APPLICATION DEADLINE:** Wednesday, November 25, 2009

**FIRST PAYMENT DUE:** Upon Acceptance

**DEADLINE FOR CATALOGUE & VIP CARD REQUEST MATERIALS:** Friday, February 5, 2010

**REMAINING BALANCE DUE:** Friday, February 12, 2010

**EXHIBITOR SET-UP BEGINS:** Monday, April 26, 2010, 8:00 a.m.

**EXHIBITOR SET-UP ENDS:** Thursday, April 29, 2010, 10:00 a.m.

**OPENING DAY:** Thursday, April 29, 2010, 12:00 p.m.

**FAIR OPENS TO PUBLIC:** Friday, April 30, 2010, 11:00 a.m.

**FAIR ENDS:** Monday, May 3, 2010, 4:00 p.m.

**EXHIBITOR DISMANTLING:** Monday, May 3, 2010, 4:00 p.m. — 10:00 p.m.  
Tuesday, May 4, 2010, 8:00 a.m. — 4:00 p.m.

## Lease Rules and Regulations

1. Exhibitor acknowledges that Merchandise Mart Properties, Inc. (herein "Show Management") is an agent of MTS-MM LLC ("Landlord"), and has been retained to perform all management, leasing and operational aspects of the Show, including but not limited to leasing space; setting up or altering market suites; producing the Show, providing construction, materials handling, equipment rental and security services; and coordinating marketing services, on behalf of Landlord during the Term of this Lease. Exhibitor acknowledges that all such services will be performed by or on behalf of Show Management and not Landlord.
2. Landlord reserves the right to alter or correct the current square footage and configuration of the market suite and the floor prior to the Show.
3. Exhibitor agrees to cooperate with any security programs adopted for the Building or the Show, including, without limitation, procedures and limitations established for the movement of personal property and persons into and out of the Building and the floor market suite is on. Show Management specifically reserves the right to control ingress to and egress from the Show area at all times.
4. Landlord reserves the right in its sole discretion to change the Show dates and venue.
5. Landlord reserves the right to reject any and all applications for any reason or no reason at all; and to prohibit, close, correct, remove or eliminate any exhibit, part of an exhibit, product, sign, card, printed matter, souvenir, catalog, or other material, or any circumstance, conduct or action, or cause thereof, which is not suitable to or in keeping with the character of the Show or which violates these rules or law.
6. If Exhibitor or an employee or representative of Exhibitor is a current or former Exhibitor of a property managed by Show Management, as a precondition to participation in the Show all accounts must be current and Exhibitor or such employee or representative must be in good standing in such property.
7. Exhibitor participation will be limited to those companies whose products are of specific interest to those attending the Show.
8. Payment for the space must be received in full prior to the Show. If payments are not made by Exhibitor as required, Landlord may at its option terminate this application without notice, or consider Exhibitor last in priority when assigning available market suites or, if a market suite has been assigned, reassign Exhibitor to a different market suite.
9. Landlord shall be entitled to close any market suite or exhibit at any time for failure by Exhibitor or any of its officers, agents, employees, or other representatives to perform, meet or observe any term or condition set forth herein, and such Exhibitor shall not be entitled to a refund of any part of any rent or fee.
10. Exhibitor shall not be entitled to a refund of any part of any rent or fees should it for any reason be unable to exhibit at the Show. Show Management reserves the right at any time to cancel the Show and in such an event the Exhibitor's sole remedy if the Show is not rescheduled, shall be a refund of any rent or fees paid to Landlord for a market suite.
11. Exhibitor may begin moving in and setting up its displays at the scheduled time and date in accordance with the Exhibitor Manual. All exhibits MUST BE COMPLETED prior to the opening of the Show. No construction, arranging or setting up of exhibits will be permitted during official Show hours or after the opening.
12. Exhibitor's market suite must be staffed during the specified hours of the Show with complete display intact. Exhibitor may not enter the exhibit area before one hour prior to the Show and must be out of the exhibit area at the close of the Show.
13. Exhibitor will NOT be permitted to dismantle displays before the official closing time. Exhibitor agrees not to disturb or begin packing exhibits or parts of their displays prior to the official closing time. Any Exhibitor who moves out of the exhibit area before the official close of market will forfeit exhibit space for future markets and agrees to pay an additional rental fee of \$1,000. Future participation is prohibited until this fee is paid in full.
14. No neon, flashing, or display lights will be permitted without prior written approval from Show Management. Exhibitor shall not open any windows or place anything against or near the windows.
15. No Exhibitor shall use any flammable decorations or covering for display fixtures and all fabrics or other material used for decoration or covering of tables shall be flameproof.
16. Exhibitor may, with prior written approval by Show Management, contract with outside union display houses or trimmers for set-up and installation. Exhibitor must supply the name and address of contractor/trimmer/display house, name of the supervisor to be in attendance, a certificate of insurance, and a statement that the service contractor/trimmer/display house will comply with all rules and regulations of the show or will forfeit his/her company's access to the Building. Exhibitor must employ members of the appropriate trade unions where required.
17. Tipping and cash payments for services are not allowed in the Building.
18. Exhibitor must confine its activities to its own market suites during Show hours.
19. Show Management reserves the right to refuse admission to any person or persons including children of Exhibitors, their employees or representatives, attendees or visitors, in the interest of welfare and safety.
20. Exhibitor may not display or distribute signs, brochures, flyers, samples, advertising devices etc. outside its market suites. Exhibitor may not advertise in its market suite for spaces at any other buildings in which it may occupy space.
21. No Exhibitor or group of Exhibitors may sponsor any event that conflicts with Show Management's sponsored programs during the Show. No sample sales are allowed during the Show.
22. Photography, filming, or electronic recording or transmission or use of any such related equipment in the Building by Exhibitor, groups or individuals other than Show Management is strictly prohibited.
23. Exhibitor shall not make noises, cause disturbances or vibrations, or use or operate any wireless device, electrical or electronic devices or other devices that emit sound or other waves, or cause disturbances, or create odors or noxious fumes, any of which may be offensive to other Exhibitors and occupants of the Building or that would interfere with the operation of any device or equipment or radio or television broadcast or reception from or within the Building or elsewhere, and shall not place or install any projections, antennae, aerials or similar devices inside or outside of the market suite.
24. Any product/service that is not listed on the application or which does not relate to the purpose of the Show may not be exhibited in the Show. Exhibitor is not permitted to share its suites with other individuals, Exhibitors, manufacturers or representatives without Show Management's prior consent. No subletting is permitted.
25. Exhibitor shall timely provide to Show Management for listing in the Official Directory of the Show all lines of merchandise to be exhibited in its market suite. The Official Show Directory is a listing of merchandise being shown, and although strict precautions are taken in proofreading, Landlord and Show Management are not liable for any errors or omissions in Exhibitor listings, suite number(s), telephone numbers, company, and product listings. Exhibitors whose applications arrive after the deadline date will not be listed.
26. By signing an application for a market suite, Exhibitor agrees that Show Management, Landlord, the owners of the building, and their respective partners, directors, members, shareholders, trustees, officers, agents, employees, beneficiaries, insurers, successors, and assigns (hereinafter collectively the "Trade Show Entities") shall not be held accountable or liable for, and the same are hereby released from accountability or liability for, any damage, loss, harm, or injury to the person or property of the applicant and any of its partners, directors, members, trustees, officers, agents, employees, beneficiaries, successors, and assigns resulting from theft, fire, water, accident or any other cause and the Trade Show Entities will not obtain insurance against any such damage, loss, harm or injury. Exhibitor and the Trade Show Entities agree that all property of the Exhibitor is to remain in the Exhibitor's custody and control in transit to, from, and within the Building.
27. By signing an application for a market suite, Exhibitor agrees, except to the extent prohibited by law, to indemnify, defend and protect the Trade Show Entities, and each of them, against, and hold them harmless from, any and all claims, demands, suits, liability, damages, loss, costs, attorney fees, and expenses of every kind and nature, which may result from or arise out of any action or failure to act on the part of the applicant or any of its partners, directors, members, officers, agents, employees, beneficiaries, successors, and assigns, including but not limited to claims for damage or loss to property and for harm, injury or death to persons.
28. By signing an application for a market suite, Exhibitor agrees to purchase and keep in effect during the period when its property is in the Building and in transit to and from said premises, insurance against loss, damage or destruction to such property, however caused, for the full value of such property, and to cause the insurer to waive subrogation against the Trade Show Entities.
29. Landlord has the right to limit the suites assigned to any Exhibitor, and cannot guarantee suite assignment. There are no rights to sight lines or locations. All or any part of the market suite designated is subject to reassignment and rearrangement by Landlord for the purpose of consolidation of display space, expansion of the exhibit area, or for any reason, prior to commencement of the lease term. Exhibitor acknowledges that the particular suite and overall configuration of the designated suites may change from time to time prior to the Show. Any such reconfiguration may require the suite assigned to Exhibitor be reassigned and rearranged by Landlord. Landlord may also assign or reassign suites to Exhibitors as it deems to be required by virtue of the availability of special services. If Exhibitor is assigned to these suites but does not require these services, it may be reassigned other suite locations at the discretion of Landlord.
30. If Exhibitor will be serving alcoholic beverages, as a condition to the granting of this Lease, Show Management must receive from Exhibitor or its caterer evidence of insurance satisfactory to Show Management showing that appropriate liability insurance or Dram Shop coverage indemnifying the Trade Show Entities and naming the Landlord, Show Management, and the building owners as additional insured parties has been procured and is in force.
31. If Exhibitor shall fail or refuse to remove its property upon the expiration or termination of its Term hereunder, Landlord may treat such failure or refusal as conclusive evidence that Exhibitor has abandoned the property and Landlord may retain or dispose of all or any part of such property in any manner that Landlord shall choose. In no event shall Landlord become a bailee or trustee, or accept or be charged with the duties thereof (either voluntary or involuntary) of the property. If Show Management employees are required to remove or handle the property, a charge for the same at customary rates on a time and material basis will be payable by Exhibitor.
32. Exhibitor shall not, without the prior written consent of Show Management assign or otherwise transfer any right under this Lease to any third party or allow any third party to operate from the market suite, and any attempt to do so shall result in automatic revocation of this Lease.
33. Exhibitor must comply with all local, state, and federal laws, codes, rules, regulations and ordinances/fire regulations (collectively "Legal Requirements") in force from time to time affecting the market suite or Exhibitor's activities therein. Show Management shall have the full power to interpret and/or amend rules and to make any additional rules and regulations which in its discretion shall be in the best interest of the Show.
34. Applications from outside the United States, no matter where they originate, will not be accepted unless accompanied by payment in U.S. dollars and paid by certified check, cashier's check, money order, Show Management approved credit card or wire transfer on a U.S. bank. Payments by wire transfer must include an additional amount of \$25.00 (subject to change and increases for international wires) to cover bank charges. If Show Management receives two (2) or more checks from Exhibitor which are returned by Exhibitor's bank for insufficient funds, Show Management may require that all checks thereafter be bank certified or cashier's checks. All bank service charges resulting from any returned checks shall be borne by Exhibitor.
35. Exhibitor shall not, without the prior written consent of Landlord or Show Management in each instance obtained, make any repairs, replacements, decorations, alterations, improvements or additions to the market suite. Each suite must be left in its original condition. If Exhibitor shall fail or refuse to restore the suite to the above-described condition on or before the end of the exhibition period, Show Management may enter into and upon the suite and put the suite in such condition, and recover from Exhibitor Show Management's cost of so doing.
36. Exhibitor agrees that the Trade Show Entities or any of them, shall not be liable to Exhibitor, or any of Exhibitor's employees, agents, representatives, customers or invitees or anyone claiming through, by or under Exhibitor, for any damages, including but not limited to all fees paid by Exhibitor, injuries, losses, expenses, claims or causes of action, because of any interruption, diminution, delay or discontinuance at any time in the furnishing of any services or operating, maintaining, repairing or supervising the Building when such interruption, diminution, delay or discontinuance is occasioned, in whole or in part, by repairs, renews, fire, emergencies, improvements or additions, by any strike, lockout or other labor disputes, war, acts of God, by inability to secure gas, electricity, water or other fuel at the Building, by any accident or casualty whatsoever, by government action or order, by act or default of Exhibitor or other parties, labor or material shortages, transportation delays, or by any other cause beyond Landlord's or Show Management's reasonable control; nor shall any such interruption, diminution, delay or discontinuance be deemed an eviction or disturbance of Exhibitor's use or possession of the suites or any part thereof; nor shall any such interruption, diminution, delay or discontinuance relieve Exhibitor from full performance of Exhibitor's obligations under this Lease.
37. Exhibitor shall pay all attorneys' fees and expenses of Landlord incurred in enforcing any of the obligations of Exhibitor under this Lease.
38. If the suite or the Building (including machinery and equipment used in its operation) shall be destroyed or damaged by fire or other casualty then Landlord shall have the option to repair and restore the same with reasonable promptness; or elect to terminate this Lease as of the date of such damage.
39. As applicable solely to retail shows, Exhibitor may sell food and prepare food for consumer consumption in a limited fashion in the Building in accordance with Building rules. All food sales and service of complimentary foods by Exhibitor to its guests must be done in full compliance with all applicable Legal Requirements.
40. Exhibitor agrees to pay for all costs incurred prior to the move out date. All amounts due and payable from Exhibitor under this Lease or under any work order or other agreement relating to the suite, if unpaid when due, shall bear interest from such date until paid at the maximum legal rate of interest allowable by law.
41. All rights and remedies under this Lease shall be cumulative and none shall exclude any other rights and remedies allowed by law. Exhibitors in violation of the above conditions, rules, and regulations governing the Show are subject to prompt disqualification from participation in this and future Shows. Exhibitor shall comply with all conditions, rules and regulations regarding the Show and with the requirements set forth in the Exhibitor Manual.
42. The laws of the state where the Building is located shall govern the validity, performance and enforcement of this agreement. The invalidity or unenforceability of any provision of this agreement shall not affect or impair any other provision.
43. If there is more than one Exhibitor herein named, all shall be jointly and severally liable for the payment of rent and the full and complete performance of all of the terms, covenants and conditions of this Lease.
44. All telegraph, telephone, wireless devices, and electric connections which Exhibitor may desire shall be first approved by Show Management in writing, before the same are installed, and the location of all wires and the work in connection therewith shall be subject to the direction of Show Management.
45. Exhibitor must list all furniture and fixtures to be taken from the Building upon a form furnished by Show Management. Such list shall be presented at the Service Desk for approval before acceptance by the security officer or elevator operator. All charges and fees must be paid before product can leave the floor.
46. No bicycle or other vehicle and no animal (other than assistive dogs) shall be allowed in the suites, offices, halls, corridors or any other parts of the Building. Landlord shall at all times keep a pass key and be allowed admittance to the suite to cover any emergency, fire or other casualty that may arise and in other appropriate instances. Exhibitor shall not peddle, canvass, solicit or distribute handbills or flyers on or about the Property except as specifically authorized by Landlord. Exhibitor's suite may constitute a portion of a larger area which includes the suite, other areas for the exclusive use of other occupants, and common areas. Exhibitor may use common areas on a non-exclusive basis in common with other occupants of the area. Exhibitor expressly agrees that such non-exclusive use of the area shall be subject to all of the terms, covenants and restrictions set forth in this Lease. There will not be a demising wall between the suite and other suites for the exclusive use of other occupants and Exhibitor expressly assumes the entire risk of damage or loss to, or theft of, any of its property placed in or upon the suite.
47. In the event the Show involves the apparel industry, modeling of display merchandise will be permitted only in Exhibitor's assigned market suite. Model enclosures must be provided and will be at the expense of Exhibitor.
48. Exhibitor accepts full and sole responsibility for any injury or damage to persons or property resulting from failure to distribute the placement of exhibit material to conform to the floor loading specification.
49. No modification, waiver or amendment to this Lease shall be binding unless such modification, waiver or amendment is in writing and signed by both parties. Submission of this instrument for examination shall not bind Landlord or Show Management in any manner, and subject to all other rules and regulations, no obligation of Landlord shall arise unless and until Exhibitor has an assigned space in the Show.
50. This Lease shall be subject and subordinate at all time to (a) any underlying master leases, and all modifications, amendments or renewals, currently in place or subsequently executed, and (b) any mortgages or deeds of trust affecting the Building.
51. Exhibitor represents and warrants that it is not listed, nor is it owned or controlled by, or acting for or on behalf of any person or entity, on the list of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, or any other list of persons or entities with whom Landlord is restricted from doing business with ("OFAC List"). Notwithstanding anything to the contrary herein contained, Exhibitor shall not remain the Premises or any portion thereof to be used, occupied or operated by or for the benefit of any person or entity that is on the OFAC List. Exhibitor shall provide documentary and other evidence of Exhibitor's identity and ownership as may be reasonably requested by Landlord at any time to enable Landlord to verify Exhibitor's identity or to comply with any Legal Requirement.

11-15-07

