

# General Terms and Conditions

## Intoxicated Demons GmbH

(as of 1<sup>st</sup> of December 2025)

### 1. General

The organiser Intoxicated Demons GmbH (hereinafter referred to as ID GmbH) organises various art events, exhibitions, and art fairs under the brands ARTMUC, INC art fair and MUNICH ARTHOUSE throughout Germany. The organiser reserves the right to change the conditions of participation and terms and conditions at any time.

### 2. Fair Dates

The fair and event dates are based on the respective venue rental contracts. The fair and event dates may be changed by the organiser at any time with a lead time of at least 4 weeks. The exact rental dates or dates of the events can be found in the respective participation contracts.

### 3. Prices for participation in the events

The current prices and fees for participation in the respective events in 2025 are listed here:

#### 1) Cost of participation for solo artists

The total costs for individual artists participating in one of the two ARTMUC editions or the INC art fair 2026 are as follows (plus 19% VAT):

	2m wall + 1x light	3m wall + 1x light	4m wall + 2x light	5m wall + 2x light	booth 14 qm + 8m wall + 4x light
Participation fee	€ 250.00	€ 250.00	€ 250.00	€ 250.00	€ 250.00
Participant support	€ 350.00	€ 350.00	€ 350.00	€ 350.00	€ 350.00
Service fee	€ 200.00	€ 200.00	€ 200.00	€ 200.00	€ 200.00
Wall	€ 190.00	€ 500.00	€ 700.00	€ 975.00	€ 2,150.00
<b>Total</b>	<b>€ 990.00*</b>	<b>€ 1,300.00*</b>	<b>€ 1,500.00*</b>	<b>€ 1,775.00*</b>	<b>€ 2,950.00*</b>

\* net prices plus 19% VAT

It is possible for several artists to share a position for the following wall lengths: 4m / 5m / Booth 14 qm.

In this case, a participation fee of € 350.00 net will be charged for each participating artist.

If a wall length is booked jointly by several artists, the 'services per exhibition space' - e.g. the number of issued exhibitor passes, free tickets, etc. - will be divided equally among the number of artists.

### 4. Confirmation and invoicing

#### a) Acceptance to ARTMUC May 2026

If accepted by the jury, participants will receive the binding contract together with their confirmation of participation for the ARTMUC event in May, along with an invoice for the

total amount of the fees. The contract must be signed and returned to the organizer within two weeks of receipt, and the participation fee must be transferred. The corresponding invoice must be transferred to the organizer within the period specified on the invoice.

#### **b) Confirmation for ARTMUC October 2026 & INC art fair Bodensee November 2026**

In the event of approval by the jury for the ARTMUC edition in October 2026 and the INC art fair Bodensee in November 2026, participants will receive, together with their confirmation of participation, a binding contract and an invoice for the reservation of participation in the amount of €350.00 net (plus 19% VAT). The contract must be signed and returned to the organizer within two weeks of receipt, and the invoice for participant support must be transferred to the organizer within the period specified in the invoice.

The total invoice for the complete participation fees will be sent approximately 10-12 weeks before the events and must be paid within 2 weeks. The portion of the participation fees already paid will be deducted from the total invoice. In the event of cancellation, regardless of when the participant cancels, the amount of

€350.00 net (plus 19% VAT) charged in the first invoice for participant support will not be refunded.

### **5. Application**

#### **a) Application as a solo artist**

The events are aimed at artists from all areas of the visual arts such as painting, sculpture, photography, installation art or media art. There are no restrictions regarding age, origin or background.

Applications to participate in the events are only accepted via the online form ([www.artmuc.info/bewerbung](http://www.artmuc.info/bewerbung)) and exclusively with the works that the applicant intends to present (in the case of the ARTMUC art fair and the INCorporating art fair / INC art fair) and via the documents or forms specified in the respective event proposals or "Call for Artists". Changes require the agreement of the company management.

The data submitted is merely an application for participation and does not constitute a claim to admission to the ID GmbH events. By submitting the application form, the applicant declares their binding intention to participate in the above-mentioned events. By sending the contract, of which these General Terms and Conditions are an integral part, these are automatically and legally accepted.

#### **b) Application as a collective**

If you would like to apply as a collective or share an exhibition space, please contact our staff directly for further information. Include a brief description of your collective/the individual artists in your

enquiry, taking into account the information requested in the application form, and attach samples of your work to the e-mail.

**c) Application as a gallery, platform, association, or institution**

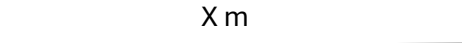
If you would like to participate as a platform, association, project, or institution, please contact our staff directly (general contact email: info@intox-gmbh.com) with a brief presentation of your project and your plans to receive further information!

**6. Exhibition space: wall length shapes**

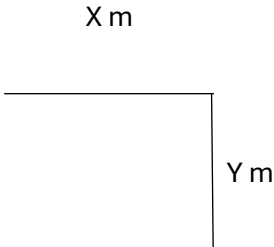
The exhibition space cannot be viewed in advance. There is no binding reservation right based on agreements with other persons. The organiser reserves the right to reallocate, rebook or even cancel areas that have already been booked due to building or event-related obstacles (or official orders). Deviations in floor space of approx. 15% are possible due to special features of the venues. When designing and conceptualising the individual exhibition spaces, participants are required to observe and comply with the "General Guidelines for Hanging", which form part of the mutual contract.

The wall space can be made available on site due to the existing architecture with the exhibition wall system as follows:

*a) straight wall length*

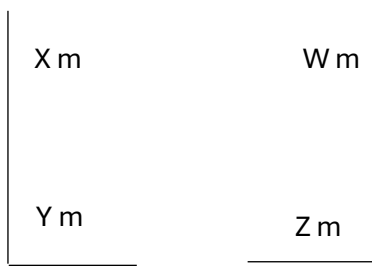


*b) wall length across a corner*

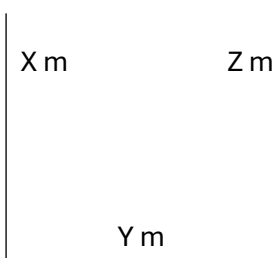


c) Booth with 8m wall length

- open booth (shown by way of example)



- closed booth



The floor space and wall metres for galleries and projects depend on the space booked and can therefore not be specified generally.

## **7. Admission, invoices, and cancellation conditions**

### **a) Admission to ARTMUC May 2026**

If accepted by the jury, participants will be sent a binding contract and an invoice for the total amount of the fees together with the confirmation of participation at the ARTMUC edition in May 2026. The contract must be printed, signed by hand, and returned to the organiser within two weeks of receipt. The corresponding invoice amount must be paid to the organiser via bank transfer within the period stated on the invoice.

### **b) Admission to ARTMUC October 2026 and/or INC art fair Bodensee November 2026**

In the event of admission by the jury to the ARTMUC edition in October 2026 and/or the INC art fair Bodensee in November 2026, the binding contract and at the same time an invoice for participant support in the amount of € 350.00 net (plus 19% VAT) as reservation fee will be sent to the participants together with the confirmation of participation. The contract must be printed, signed by hand, and returned to the organiser within two weeks of receipt and the invoice amount for

participant support must be paid in full to the organiser via bank transfer within the period specified in the invoice.

The total invoice for the full participation fees will be sent approximately 10 - 12 weeks before the events and must be paid via bank transfer within 2 weeks. The share of the reservation fees already paid will be deducted from the total invoice.

In the event of cancellation, irrespective of the time of cancellation by the participant, the amount of € 350.00 net (plus 19% VAT) settled with the first invoice as reservation fee will not be refunded.

### **c) Cancellation by participant**

If, in the event of admission by the organiser, participation is cancelled by the participant or the participation fee is not paid on time, the following cancellation fees shall apply with immediate effect and the exhibition space shall be allocated to another applicant, if time permits.

In the event of cancellation of participation by the participant up to 12 weeks before the start of the event, a service fee of € 200.00 net (plus 19% VAT) will be charged as a cancellation fee.

In the event of cancellation by the participant of less than 12 weeks up to 6 weeks before the start of the event, the costs of the hanging space (depending on the space booked) will be charged in addition to the participant support and the service fee.

In the event of cancellation less than 6 weeks before the start of the event, all fees will be charged in full.

### **d) Force majeure**

If the events do not take place from the outset due to force majeure, neither party shall be required to perform. Partial services shall be remunerated in accordance with the assessment made by the parties; advance payments shall be refunded.

### **e) Cancellation of the event due to official order**

This shall apply accordingly if the event is cancelled due to official requirements in connection with the CoVid-19 pandemic, which make it unreasonable for the organiser to hold the event for economic reasons, without force majeure being involved. It is unreasonable for the organiser to hold the event if it is impossible to hold the event economically due to a restriction on the number of visitors. In this case, the organiser is obliged to inform the participant immediately of the cancellation and to reimburse any advance payments made by the participant without delay, insofar as these cannot be offset against the partial services provided.

For reasons of simplification and based on the organiser's experience, the contracting parties for **solo artists** assume that the organiser will provide the agreed services in part in preparation for the events according to the following chart:

	Cancellation until incl. 10 weeks before event start	6 weeks before event start	2 weeks before event start
Participation fee	25%	25%	50%
Wall length	25%	40%	50%
Service fee (marketing)	25%	50%	100%
Participant support fee	50%	75%	100%

For **galleries and collectives** that book a floor space, the contracting parties assume, for reasons of simplification and based on the organiser's experience, that the organiser will provide the agreed services in part in preparation for the events according to the following chart:

	Cancellation until incl. 10 weeks before event start	6 weeks before event start	2 weeks before event start
Participation fee (45 €/m <sup>2</sup> )	25%	50%	50%
Floor space (50 €/m <sup>2</sup> )	0%	25%	50%
Service fee (Werbung, PR. etc. - 40 €/m <sup>2</sup> )	25%	50%	75%
Participant support fee (40 €/m <sup>2</sup> )	50%	75%	100%

## 8. Liability

a) Claims for damages by the participant cannot be made. Excluded from this are claims for damages by the exhibitor arising from injury to life, limb, or health or from the breach of essential contractual obligations (cardinal obligations) as well as liability for other damages based on an intentional or grossly negligent breach of duty by ID GmbH, its legal representatives or vicarious agents. Essential contractual obligations are those whose fulfilment is necessary to achieve the objective of the contract.

b) In the event of a breach of material contractual obligations, ID GmbH shall only be liable for the foreseeable damage typical of the contract if this was caused by simple negligence, unless the participant's claims for damages are based on injury to life, limb, or health.

c) The restrictions of paragraphs 7.a and 7.b shall also apply in favour of the legal representatives and vicarious agents of ID GmbH if claims made directly against them.

d) The limitations of liability resulting from paragraphs 7.a and 7.b shall not apply if ID GmbH has fraudulently concealed a defect in any services or has assumed a guarantee for the quality of an item. The same shall apply if the parties have reached an agreement on the quality of an item. The provisions of the Product Liability Act remain unaffected.

## 9. Insurance (theft / damage / liability)

### a) Theft and damage

For the entire duration of the event, i.e. opening and closing times, the organiser does not provide any theft insurance coverage or protection against damage. Participants must have theft insurance or insurance against damage themselves or at their own expense.

However, it is not possible to claim compensation from the organiser in the event of theft of works of art, exhibits or personal items. The participant is liable for loss and/or theft/damage.

#### **b) Liability insurance**

All exhibitors and participants are obliged to take out their own liability insurance to participate in the events. Proof of insurance must be presented at the request of the organiser.

Due to legal requirements, the organiser shall take out organiser's liability insurance for the entire event. As part of this insurance, the organiser shall also include its employees and all participants in the contract.

However, this integration of liability for all participants is subsidiary insurance. This means in detail: In the event of a claim, the existence of cover under the organiser's own liability insurance must be proven accordingly. Insurance cover only exists if compensation cannot be obtained from another insurance policy (subsidiary coverage).

#### **10. Internet**

ID GmbH does not generally offer internet access during events. However, this will be reassessed depending on the venue and announced to the participants in good time.

#### **11. Contact**

If you have any questions or open points, we recommend contacting our team first before applying.

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