

## OUTSIDER ART FAIR

March 18–21, 2027

The Outsider Art Fair (“OAF” or the “Fair”) is produced by Wide Open Arts, LLC (“Management”). These Terms & Conditions govern all applications submitted for participation in the Fair. By submitting an application, the applicant (“Exhibitor”) agrees to be bound by these Terms & Conditions, as well as any additional rules, policies, or procedures issued by Management.

Management reserves the right to amend these Terms & Conditions at any time upon notice to Exhibitor.

### Application Terms & Conditions

#### # 1. APPLICATION AND ELIGIBILITY

Exhibitor represents and certifies that the artists included in its application are, to the best of Exhibitor’s knowledge, appropriately characterized as self-taught, outsider, visionary, vernacular, *art brut*, or otherwise aligned with the mission and curatorial scope of the Fair.

Submission of an application does not guarantee acceptance into the Fair. Management reserves the right to determine whether artwork, artists, or programming are appropriate for inclusion in the Fair and reserves the right to reject or remove any application, artist, or artwork deemed inconsistent with the Fair’s mission, standards, or curatorial direction.

Exhibitor further represents and warrants that all information submitted in connection with the application is truthful, accurate, and complete.

Management reserves the right to revoke acceptance if:

- false or misleading information is provided;
- Exhibitor fails to comply with these Terms & Conditions;
- Exhibitor engages in conduct deemed harmful to the Fair, its participants, or its reputation.

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#### # 2. SELECTION PROCESS

Applications will be reviewed by a Selection Committee in collaboration with Fair Management. Management may request additional information or materials at any time during the review process.

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Applications will be evaluated based on criteria including, but not limited to:

- quality of artwork and presentation;
- relevance to the Fair's mission and program;
- curatorial strength and originality;
- prior participation history;
- diversity of exhibitors and overall composition of the Fair.

All selection decisions are final.

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## # 3. ACCEPTANCE AND PARTICIPATION

Accepted applicants will receive written notification from Management.

Once accepted, Exhibitor agrees to participate in the Fair and becomes financially responsible for all booth fees and related charges in accordance with the payment schedule and cancellation policy.

Management reserves the right to rescind acceptance if Exhibitor fails to meet payment deadlines or comply with Fair policies.

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## # 4. ARTWORK AND BOOTH PRESENTATION

Exhibitor agrees that all works presented at the Fair shall be:

- authentic;
- available for exhibition and sale;
- substantially consistent with the materials and curatorial presentation submitted in the application;
- professionally presented and properly installed.

Management reserves the right to require removal of any artwork, signage, installation, or display element that:

- differs materially from the approved application;
- is deemed unsafe, inappropriate, offensive, or misleading;
- violates intellectual property rights;

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- exposes the Fair to legal liability;
- interferes with neighboring exhibitors or visitor experience.

Exhibitors must maintain their booths in a professional manner throughout the duration of the Fair and ensure booths are adequately staffed during all public hours.

Booths may not be sublet, shared, reassigned, or transferred without prior written approval from Management.

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## # 5. BOOTH ASSIGNMENT

Booth size, placement, and floorplan layout shall be determined solely by Management.

Management reserves the right to:

- alter booth locations or dimensions;
- modify entrances, exits, aisles, or floorplans;
- relocate exhibitors as necessary for operational, safety, or curatorial reasons.

Management will use reasonable efforts to honor placement preferences but does not guarantee specific booth locations.

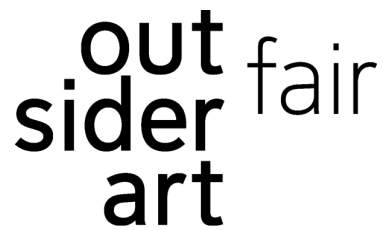
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## # 6. PAYMENT TERMS

Payment schedules will be provided upon acceptance into the Fair.

Payment deadlines are as follows:

- Non-refundable application fee of \$250 for new applicants and returning exhibitors who did not participate in the 2026 edition.
- A deposit is required at the time of application from returning exhibitors. Such deposits will be applied toward booth fees upon acceptance and refunded in full if the application is not accepted.
- First Installment (approximately 50% of estimated total booth cost based on booth size): due October 2, 2026
- Remaining Balance and Additional Charges: due January 15, 2027



Exhibitors are responsible for all booth fees and required charges associated with participation in the Fair, including mandatory fees for the Fair's digital sales platform, WiFi service, and any required lighting charges associated with booth placement.

Additional booth-related services or upgrades may be invoiced separately and must be paid according to invoice terms.

Failure to make payments by the stated deadlines may result in cancellation of participation, reassignment of booth space, and forfeiture of amounts previously paid.

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## # 7. CANCELLATION POLICY

Applicants may withdraw their application without penalty prior to written acceptance into the Fair.

Once accepted, cancellations must be submitted in writing and are subject to the following cancellation terms:

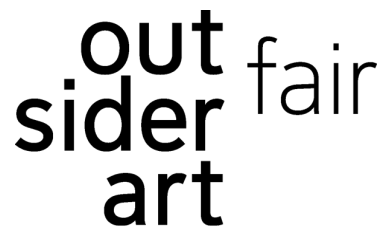
- Cancellation prior to October 2, 2026: no cancellation penalty.
- Cancellation on or after October 2, 2026 and prior to January 15, 2027: Exhibitor remains responsible for 50% of total booth fees and required charges.
- Cancellation on or after January 15, 2027: Exhibitor remains responsible for 100% of total booth fees and required charges.

Required charges include, but are not limited to, mandatory fees for the Fair's digital sales platform, WiFi service, and any required lighting charges associated with booth placement.

Management may, but is not obligated to, refill cancelled booths. Reassignment of booth space shall not affect Exhibitor's financial obligations unless expressly agreed in writing by Management.

Failure to occupy assigned booth space by the designated installation deadline may be treated as cancellation and abandonment of the booth, and Exhibitor shall remain liable for all fees and charges due under these Terms & Conditions.

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## # 8. RULES, CONDUCT, AND COMPLIANCE

Exhibitor agrees to comply with:

- all Fair rules and procedures;
- venue regulations;
- fire and safety codes;
- applicable laws and regulations.

Management reserves the right to remove or expel any Exhibitor whose conduct:

- disrupts Fair operations;
- threatens safety;
- harasses staff, visitors, or participants;
- damages the reputation or integrity of the Fair.

In such cases, Exhibitor shall remain liable for all fees and expenses.

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## # 9. INSURANCE AND LIABILITY

Exhibitor is solely responsible for obtaining insurance coverage for:

- artwork;
- property;
- transportation;
- liability;
- installation and dismantling risks.

Management, venue owners, sponsors, contractors, and affiliated parties shall not be liable for loss, theft, or damage to artwork or property, except in cases of gross negligence or willful misconduct.

Exhibitor agrees to indemnify and hold harmless Management and affiliated parties from and against any claims, damages, liabilities, costs, or expenses arising from Exhibitor's participation in the Fair.

Proof of insurance may be required prior to participation.

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## # 10. SECURITY

Management may provide general security services for the Fair premises; however, Exhibitor acknowledges that Management does not guarantee protection against theft, damage, or loss.

Exhibitor assumes all risks associated with participation and is encouraged to maintain appropriate insurance coverage.

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## # 11. FORCE MAJEURE

Management reserves the right to cancel, postpone, relocate, or modify the Fair without liability if circumstances beyond its reasonable control make performance impracticable, illegal, inadvisable, or impossible.

Such circumstances may include, but are not limited to:

- acts of God;
- natural disasters;
- war;
- terrorism;
- governmental actions;
- labor disputes;
- transportation disruptions;
- public health emergencies or pandemics;
- venue unavailability;
- civil unrest.

In such circumstances, Management may determine, in its sole discretion, whether any refunds, credits, or rescheduling accommodations will be offered.

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## # 12. PHOTOGRAPHY AND PUBLICITY

Management reserves the right to photograph, film, or otherwise reproduce images of the Fair, booths, artworks, and installations for promotional, archival, editorial, and marketing purposes.

By participating in the Fair, Exhibitor grants Management a non-exclusive right to use such images without compensation.



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#### # 13. GOVERNING LAW

These Terms & Conditions shall be governed by and construed in accordance with the laws of the State of New York.

Any disputes arising out of participation in the Fair shall be subject to the exclusive jurisdiction of the state and federal courts located in New York County, New York.

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#### # 14. ENTIRE AGREEMENT

These Terms & Conditions constitute the entire agreement relating to the application process and supersede prior discussions or understandings relating thereto.

Management reserves the right to issue additional exhibitor manuals, operational procedures, and policies, all of which shall be binding upon Exhibitor.