



## Regulations for the 5th Edition Salone del Libro Usato Bancarelle in Fiera

### **Article 1 - Name**

5<sup>th</sup> edition Salone del Libro Usato Bancarelle in Fiera

### **Article 2 - Purpose**

The Second-hand Book Exhibition is meant to represent an event which has, not only a strictly commercial connotation but also a cultural one, in order to draw an ever growing number of people to the world of books.

### **Article 3 - Organization**

The Second-hand Book Exhibition is organized by Fondazione Biblioteca di via Senato located at Via Senato, 14 – 20121 Milan.

### **Article 4 -Event Venue and Date**

The Second-hand Book Exhibition will take place from 5th to 8th December 2009 at the Fireamilanocity Pavilion 1 – viale Scarampo corner via Teodorico - 20149 Milan

### **Article 5 – Opening and closing times**

Exhibitors will have access to the exhibition stands for the introduction of their goods on 4h December 2009 from 12am till 6pm and on 5th December 2009 from 7am till 11am. Any stands left vacant by 11 am of the same day shall be intended as returned under the Organizer's control. As a result, without prejudice to any of the Organizer's rights, it is understood that the Exhibitor shall automatically waive any rights of compensation in this respect.

On 5th December the Exhibition will be open to the public from 12 am to 7 pm, while on 6th, 7<sup>th</sup> and 8th December from 10 am right through to 7 pm without interruptions.

It is prohibited to stay overnight in any of the stands and to this end the Organizer will carry out adequate control operations. The event will end on 8th December 2009 at 7 pm. The dismantling of the stands shall take place on 8th December from 7 pm to 11 pm.

### **Article 6 - Visitors**

Free entrance

### **Article 7 Eligibility of exhibits**

All bookshop and book stall owners are allowed to participate in the Second-hand Book Exhibition, obviously subject to space availability.

### **Article 8 – Admitted articles**

- a) Second-hand and bargain books
- b) Antique books
- c) Modern books of recognized value, bibliographical books
- d) Original prints (i.e. prints that have been entirely conceived and realized by hand by the artist, with whichever technique, excluding any mechanical or photo-mechanical process).
- e) Such prints shall not be part of books, i.e. books containing, in addition to the prints, other pages with written text
- f) Drawings and watercolour paintings by famous artists
- g) Comic books and posters
- h) All books must be complete; however, incomplete books that are deemed to be of particular value can be displayed, provided that any relevant defect or fault is duly indicated.

All Exhibitors undertake to ensure to their customers that all the items exhibited are authentic and that all the descriptions provided are truthful.

### **Article 9 – Exhibitor's responsibilities**

The Exhibitor shall act as the guarantor of the authenticity and origin of the items exhibited, pursuant to the applicable legislation on the subject (specifically the rules referred to in Law n. 1062 of 30th November 1971) thereby indemnifying and holding the Organizer harmless from and against any responsibility arising in this respect.

The Exhibitor authorizes the Organizer to take photos, make cinema and TV shootings etc. of all the material on display at the exhibition and also authorizes the dissemination of said photos and film shootings as well as the Exhibitor's identification details (Name, address...) through the mass media network including: TV channels, newspapers and magazines, Internet, CD-rom, Video and Audio tapes etc.

To this purpose, the Exhibitor declares to have full access to all the exhibits and to be entitled to benefit from all the relevant rights, relieving the Organizer from any responsibility, claim or request made by third parties.

### **Article 10 – Admission terms**

Applications to participate in the event shall be submitted to the Organisational Secretaryship together with the following:

- This document containing the event's Regulations signed at its foot
- Participation application duly filled out
- Full payment to this bank account:  
Fondazione Biblioteca di via Senato  
Banca Monte dei Paschi di Siena - Segrate's branch - Milan  
IBAN IT 60 K 01030 20600 000001941807  
BIC/SWIFT PASCITMMSEG

**PAYMENTS BY CHEQUES MUST BE IN EUROS ONLY AND CHEQUES MUST BE MADE OUT TO FONDAZIONE BIBLIOTECA DI VIA SENATO**

The Organizer, if deemed appropriate, reserves the right to reject the applications to participate in the event. The deadline for submitting the applications is 20th October 2009.

#### **Article 11 – Participation fee**

The participation fee is set at €200.00 + VAT per module and includes:

- Use of the stand area completely set up
- General day and night surveillance
- Promotional and advertising activities organized for the Event
- Exhibitors' Pass
- Cleaning of stand area
- Fire extinguishers fully compliant with the law.
- Communal tax on advertisement (See article 25)
- Copyrights deriving from possible installations in the stand areas as per Regulations on Copyrights
- Electrical power supply of up to 5 KW

Access to the venue is granted only if in possession of an exhibitor's pass. Said pass is issued by the Organizational Secretaryship and is the only way to have access to the Exhibition buildings during the Event, and during the preparation and dismantling of the stands. Each Exhibitor will be allowed a maximum of two Passes for any possible collaborators.

Passes issued to the Exhibitors – and to any possible collaborators – are personal, nominative and non-transferable

Failure to observe said rules will result in the following:

- The person will lose the right to hold a pass which will be automatically withdrawn
- The pass will be reissued to the person concerned with the payment of a €50 penalty.
- The Organizer will file a report against the Exhibitor specifying the details of his non-compliance, which may result in possible exclusions of the latter from future editions of the Second-hand Book Exhibition.

The Exhibitors, along with their collaborators, are obliged to carry their passes in a visible manner during the whole time they are in the Exhibition area. Passes enable exhibitors and any possible collaborators to gain access and stay inside the exhibition area.

#### **Article 12 – Admission to the Exhibition and assignment of the stands**

The Organizer shall be ultimately responsible for the admission of Exhibitors to the Show and for the assignment of the relevant stands. The Organizer reserves the right to change the location of the stand area, even if they had already been assigned, or to vary their size, if deemed necessary due to technical or organizational reasons.

Any transfer of part of the stand area from one Exhibitor to another shall be first communicated to the Organizer who will decide whether to approve it or not.

#### **Article 13 – Goods and people entrance formalities**

The Organizer's Secretaryship, in addition to the days of the event, will be open in the Exhibition area on 4th December 2009 with the same opening times of the show. Access will be granted to people and goods in the exhibition area.

#### **Article 14 – Goods and people exit formalities**

Clearing and dismantling operations shall start on 8th December at 7 pm and shall be completed by 11 pm.

It is prohibited to start any clearing and dismantling operation before the indicated time.

Otherwise the Organizer, who does not take any responsibility for goods, material or anything else left in the stands, will be entitled to collect and store said goods and materials in an appropriate place, at the non-compliant Exhibitor's own risk and expense.

In the event that said goods and materials are left in the exhibition areas after 11 pm of 8th December 2009, the Exhibitor will be obliged to pay to the Organizer an occupation fee for the extra time unlawfully used, for a period of two months after the end of the event.

#### **Article 15 – Stand setting-up**

All stands shall be delivered together with a sign indicating the company name of the relevant Exhibitor.

All the materials used for building the stands must be class 1 or 2 non-flammable, fireproof and fire retardant as prescribed by the provisions contained in the Technical Regulations of Fiera Milano SPA.

It is forbidden to carry out fireproofing operations inside the exhibition area. Once the Event is finished, the Exhibitor shall ensure, at his own expense, that everything is put back as it was initially.

In returning the stand, the Exhibitor shall ensure that the organizer verifies the physical status of the same.

Any damage caused by the Exhibitor shall be reimbursed by the latter before any goods and materials are removed from the stand. Therefore, in safeguard of its own rights and interests, the Organizer will be entitled to prohibit the removal of the goods and furniture left in the stand, also reserving the right to request, if deemed necessary, the attachment of all the goods and materials contained in the stand area.

In order to ensure easy access to the aisles and exhibition areas and to avoid that easily flammable materials are left in the stand areas, the Exhibitor is obliged to remove immediately from the exhibition area any kind of packaging leftovers, right after the unpacking of the goods, operation which will not be allowed after 11 am of 5th December 2009.

#### **Article 16 – Technical services**

During the course of the Event power supply is always available at opening times. Lighting in the stand areas is included in the services provided.

#### **Article 17 – Promotion and advertisement service**

The Organizer shall take care, in best way possible, of all the promotional and advertising activities in the interest of the Event itself, reserving the right to take any valid initiatives to reach that objective. To this end, he shall be entitled, at his own discretion and free of charge, to use photos and images of the exhibits.

However, in the event of dissemination of audio-video and multimedia material containing intellectual achievements, whether in whole or in part, that are protected pursuant to law no. 633 of 22nd April 1941, all relevant copyrights and material authentication charges shall be duly discharged pursuant to article 181(bis) of the same law. The illegal use of intellectual achievements, as well as failure to affix the SIAE stamp on the material in question is a prosecutable offence, in conformity with article 171 and subsequent ones of Law 633/41.

#### **Article 18 - Prohibitions**

Without prejudice to any other prohibitions contained in these Regulations, it is strictly forbidden for the Exhibitor to:

- a) affix publicity signs, photographs, decalcomanias and stickers outside the stand or over the direction signs placed by the Organizer to illustrate the Event logistics to the visitors: any damage to the Exhibition buildings will be charged to the Exhibitor(s) deemed responsible.
- b) exhibit, even inside the stands, mass media relating to competitive exams promoted by special Bodies, Organizations, newspapers, weekly and specialized magazines or in any case messages which are not linked to the items on display in the stand.
- c) use forms of propaganda which, in the Organizer's opinion, may damage the other Exhibitors or even the Exhibition itself. Any forms of publicity outside the stand including, for example, mobile advertising in the gangways and in the vicinity of the exhibition areas are also prohibited.
- d) place any material or literature (even of promotional or advertising nature) in the vicinity of their stand.
- e) erect special structures or fittings which are not expressly authorized or even forbidden by these Regulations.
- f) introduce flammable or explosive materials or any other dangerous substances such as compressed, liquefied, poisonous or irritant gases

It is strictly forbidden to smoke inside the Exhibition areas.

It is forbidden to use wood processing machines, welding machines, oxyacetylene welding equipment, any petrol-engine powered machines or nail guns.

In consideration of what described above and due to safety reasons, it is forbidden, inside the exhibition areas and in the stands, to perform any activity involving the processing of untreated material, such as adjustment or total painting operations.

Fire hydrants and control panels for opening windows must be easily accessible at all times. Stands building procedures must comply with the Health and Safety Rules also in terms of emergency exit pathways. All Exhibitors are strongly invited to observe the local Public Safety Laws and Regulations at all times as well as all the norms relating to workers protection and prevention of injuries and damage to staff and visitors alike.

- g) transfer or sub-let the stand area to others or exchange, even free of charge, the allocated stand with others.

- h) carry out sound transmissions inside the stand

- i) introduce animals inside the exhibition area

- l) use poor quality plastic materials (even panels) expanded sheet etc. (not class 1)

- m) use service power sockets during the course of the Exhibition.

#### **Article 19 – Event cancellation**

In the event that, due to negligence or carelessness on the Organizer's part, the event should not take place as planned, the Exhibitor shall be entitled to be reimbursed of the sum of money paid for the rental of the stand and the fee for the services not yet received, with relevant offset of any costs and expenses already sustained or pledged by the Organizer.

In the event that the Show should be suspended due to reasons of force majeure or other unforeseen circumstances, no compensation shall be due to any of the participants, who in any case will have to pay to the Organizer the participation fee in full. In any other case other than force majeure or unforeseen circumstances, where the Organizer decides to suspend the Show after its opening date, only a partial reimbursement shall be applied to be proportionate with the lack of enjoyment of the services paid for, always with relevant offset of any costs and expenses already sustained by the Organizer.

#### **Article 20 – Exclusion of liability for the Organizer**

Under no circumstances is the Organizer obliged to indemnify in any way the participants, or reimburse them of any damage, unless in connection with facts or actions attributable to his own direct responsibility.

#### **Article 21 – Insurance**

In consideration of the specific character of this Event which, in its limited scope compared to the other events usually hosted by Fiera Milano SPA, features a selection of goods - antique books and art pieces- whose economic evaluation is difficult and subjective, the Organizer (aware of the risks of the Event) has taken out adequate insurance in respect to his third party liability as well as any possible liability on the Exhibitors' part.

#### **Article 22 - Disclaimer**

The Show Organizer, despite arranging everything in the best way possible in order to avoid accidents or incidents of any sort, is, pursuant to the provisions set out in the Exhibition Centre's General Regulations explicitly endorsed by all exhibitors, relieved from all and any responsibility deriving from any damage suffered or caused by the Exhibitor.

#### **Article 23 – Sites surveillance**

Fiera Milano SPA provides for a general surveillance service to the Exhibition's pavilions.

However, booths surveillance and control during the Show opening times remains the Exhibitors' sole responsibility.

All exhibiting companies are therefore obliged to guarantee a constant presence of their staff in the stands from the opening time until the last moment before the evening closing.

The General surveillance service provided by Fiera Milano SPA does not involve any acceptance of responsibility in respect to the Exhibitors for direct or indirect damage to any of the exhibits introduced in the Exhibition buildings.

#### **Article 24 – Communal tax for advertising activities**

Without prejudice to the participation rules and regulations, the Exhibitor shall pay to the Municipality of Milan a publicity tax as per provisions set out in Presidential Decree no. 639 of 26th December 1972.

Following specific agreements subscribed with the Milan Municipality in the interest of the exhibiting categories, such tax is determined on a flat-rate basis according to the total floor space occupied by the Event.

In order to streamline the procedures involved and relieve the exhibitors from unnecessary burdens, this publicity tax is included in the participation fee. At a later stage, Fiera Milano SPA shall be responsible for paying the relevant amounts to the Municipality.

#### **Article 25 – Further provisions**

The Organizer, by way of its Secretaryship, reserves the right to establish special norms and provisions which, in his opinion, may help improve the running of the Event and any related services.

Any such norms and provisions shall have an equivalent value to those contained in these Regulations and therefore will have the same compulsory character.

**Article 26 – Rules observance**

By undersigning this participation application and these Regulations, the Exhibitors undertake to observe, without reserves of any sort, all the terms and conditions therein, as well as those contained in the Fiera Milano SPA Technical Regulations, including any additional technical and/or regulatory prescriptions which, at the Organizer's discretion, may be subsequently issued in writing.

As a result, in order to guarantee full compliance to these Regulations, all Exhibitors shall allow the Organizer to carry out all necessary controls and inspections prior, during and after the opening period of the Exhibition.

The Organizer also reserves the right to exclude all violators of the aforesaid rules from further participation to the Show or to immediately shut down their stand, without any obligation to pay for any compensation or allowance, except for major damage for the Organizer.

**Article 27 – Participation procedures**

- a) It is prohibited to exhibit works whose diffusion or importation is not permitted by the Italian law.
- b) It is forbidden to display exhibits or products which do not fall into the permitted categories
- c) Each Exhibitor will be entitled to display only his own items and shall advertise them only inside his stand.
- d) All subjects with pending bankruptcy procedures will not be admitted to the Event.
- e) All Exhibitors shall carry a photocopy of their business licence at all times.
- f) The Organizer reserves the right to scrutinize the admissions to the Show. Any admission rejection shall not entitle to any form of allowance.

**Article 28 – Safety**

All Exhibitors are deemed responsible for observing all applicable Safety Regulations inside their stand (Leg. Decree 626/94).

Exhibitors shall comply with all the provisions set out in the Technical Regulation and those issued by Fiera Milano SPA with regard to fire prevention issues, and submit to Fiera Milano SPA, 10 days prior to the beginning of the Event, the relevant forms attached herein duly filled out. Failure to comply with the norms and provisions on safety, fire and accidents prevention, and with the Technical Regulations, may result in the stand being immediately shut down or the non-compliant exhibitor being excluded from the following editions of the Event. Exhibitors shall appoint one or more individuals to supervise the allocated stand throughout the duration of the Show. Said appointed person(s) shall ensure that the erection of the stand and any relevant installation therein is performed in compliance with the existing regulations, and specifically, that all applicable norms and provisions on safety and fire prevention are observed at all times. The personal details of the person in charge shall be communicated to the Organizer upon submission of the Participation Application, failing which the Applications will not be accepted by the Organizer. Any amendments or additions shall be communicated prior to the beginning of the Event preparation works.

**Article 29 – Personal data**

By undersigning this participation application and these Regulations, the Exhibitor gives his consent to the treatment, communication and dissemination of the personal data provided. The Exhibitor also acknowledges he has been adequately informed on the purposes of said treatment as well as the relevant rights set out in the Privacy Code (Leg. Decree no.196 of 30th June 2003) for the protection of individuals and other subjects in respect to the treatment of personal data.

**Article 30 – Election of domicile – Competent Court**

The Exhibitor has elected domicile, for all legal purposes, at the Organizer's Secretaryship. For any disputes in connection with these Regulations the sole competent Court shall be the Court of Milan.

Owner or Legal Representative  
Stamp and Signature

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Pursuant to Articles 1341 and 1342 of the Italian Civil Code, the Exhibitor declares to have carefully examined and accepted all the clauses contained in the foregoing articles. Specifically, the Exhibitor declares to expressly approve the following articles:

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| Art. 5 – Opening and closing times                             | Art. 20 – Exclusion of liability for the Organizer |
| Art. 9 – Exhibitor's responsibility                            | Art. 21 - Insurance                                |
| Art. 11 – Participation fee                                    | Art. 22 - Disclaimer                               |
| Art. 12 – Admission to the Exhibition and assignment of stands | Art. 25 – Further provisions                       |
| Art. 14 – People and goods entrance formalities                | Art. 26 – Rules observance                         |
| Art. 16 – People and goods exit formalities                    | Art. 27 – Participation procedures                 |
| Art. 17 – Erection of stands                                   | Art. 30 – Election of domicile – Competent Court   |
| Art. 18 – Prohibitions   |  |

Owner or Legal Representative  
Stamp and Signature

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