



SIGGRAPH2009

ACM Association for Computing Machinery
EXHIBITOR APPLICATION/CONTRACT FOR EXHIBIT SPACE
ACM SIGGRAPH 2009 Exhibition and Conference
Ernest N. Morial Convention Center • New Orleans, Louisiana USA
EXHIBITION: 4-6 August 2009 • CONFERENCE: 3-7 August 2009

The undersigned (hereafter, called the "Exhibitor") hereby applies for space in the 36th International Conference on Computer Graphics and Interactive Techniques (hereinafter, called "ACM SIGGRAPH 2009") sponsored by the Association for Computing Machinery, Inc. (hereinafter, called ACM) a not-for-profit educational and scientific society, incorporated in the State of Delaware, with offices at 2 Penn Plaza, New York, New York 10121-0701. Sponsor's exhibition management agent is Hall-Erickson, Inc.

COMPANY

ADDRESS

CITY, STATE/PROVINCE

POSTAL CODE/ZIP, COUNTRY

CONTACT

TITLE

*PHONE

*FAX

EMAIL

WEB SITE

*Include all country, area, and city codes

Please indicate the name of your Vice President or Director of Marketing

NAME

TITLE

1

EXHIBIT SPACE RENTAL: The exhibit space rental charge is \$36 per square foot. A 10% non-refundable deposit is required with this application. Applications received after 12 September 2008 must include a 50% deposit. Applications received after 16 February 2009 must include full payment. See paragraphs 2 and 3 on reverse side.

2

LOCATION PREFERENCES: Please specify booth numbers in order of preference.

1. _____ 2. _____

FEET DEEP X FEET WIDE (FRONTAGE) = TOTAL SQUARE FEET

Deposit

TOTAL SQUARE FEET X \$36.00 TOTAL AMOUNT \$ \$

3

We prefer NOT to be next to or across the aisle from: _____

4

Describe the product and/or services to be displayed: _____

5

ACCEPTANCE: Upon acceptance, if any, of this application by Association for Computing Machinery (ACM) (in its sole discretion), Exhibitor and ACM agree to be bound by the Terms, Conditions and Rules set forth, including those of the reverse side hereof, in the General Information for Exhibitors, in the Exhibitor Manual, and in any correspondence outlining revised booth location or exhibit space size, all of which are incorporated herein and made a part of this Contract.

Exhibitor agrees to prepare an exhibit of its products or services which shall be directly pertinent to the function of industry represented by the Exhibition specified above, and as approved by ACM.

The undersigned parties confirm that they have authority to enter into this Contract and hereby agree to the terms set forth herein.

EXHIBITOR'S AUTHORIZED SIGNATURE

NAME

TITLE

DATE

This Application shall not be accepted, and shall not be binding upon ACM until executed below by its authorized representative, if ever, at which time it shall become a binding Contract between the parties hereto.

BY: ASSOCIATION FOR COMPUTING MACHINERY, INC.

ACM SIGGRAPH Program Director

DATE

Make checks payable: ACM SIGGRAPH 2009

Mail checks to: ACM SIGGRAPH 2009 - Exhibits P. O. Box 809184, Chicago, IL 60680-9184 USA

Mail application to: Hall-Erickson, Inc., 98 E. Chicago Avenue, Suite 201 Westmont, IL 60559-1559 USA

FOR EXHIBITION MANAGEMENT USE ONLY

DATE APPLICATION RECEIVED BY REQUESTED SQ. FT.

DEPOSIT RECEIVED \$ CHECK #

CHECK DATE

ASSIGNED EXHIBIT SPACE(S)

FEET DEEP X FEET WIDE (FRONTAGE) = TOTAL SQUARE FEET

RULES GOVERNING EXHIBITION

1. Sponsor: Principal Purpose.

The word "Sponsor" as used herein shall mean the Association for Computing Machinery, Inc. or by its officers or committees or agents or employees acting for it in the management of the Exhibition. The Association for Computing Machinery (hereinafter, called ACM) a not-for-profit educational, scientific and technical society organized to provide a mechanism for promoting interchange between the various disciplines represented within the processing community. As such, it sponsors Conferences and Exhibitions as one means of accomplishing this end. The main purpose of these Conferences and Exhibitions is educational and the Exhibition staged in conjunction with the Conference is a vital element of this educational process.

ACM SIGGRAPH 2009 and the Exhibitor agree that the purpose of the Exhibition is exclusively for the education of persons attending the Conference, and will conduct themselves accordingly. Selling is allowed on the show floor however, exhibitors are required by state laws to be solely responsible for the collection and remittance of any sales or other taxes imposed on them.

2. Application Fee and Deposit.

- A. A non-refundable application fee ("Application Fee") equal to 10%, together with any other sums due pursuant to number 3 below, of the total rental amount is due on the application date. The application date is the date on which the Application for Exhibit Space is received by Hall-Erickson, as noted below in the area designated "For Exhibition Management Use Only."
- B. In the event that Hall-Erickson receives this application by fax, Hall-Erickson may, in its sole discretion, reserve exhibit space for Exhibitor, subject to the terms of the following sentence. If the original Application, accompanied by the Application Fee and any other sums due pursuant to number 3 below, is not received by Hall-Erickson within seven (7) business days of receipt by Hall-Erickson of the faxed Application, the Exhibition Space(s) reserved for Exhibitor, if any, shall be released without notice to Exhibitor.
- C. Upon assignment of the appropriate exhibit space(s) as designated by Hall-Erickson's insertion of assigned exhibit space(s) ("Assigned Exhibit Space(s)") on reverse side, and ACM's approval thereof, signified by ACM's signature in Item 5 on reverse side ("Acceptance"), the Application Fee will be converted to a 10% non-refundable deposit and the Application will be deemed accepted by ACM, subject to the terms and conditions contained herein and in the Exhibitor Contract attached hereto.

THIS APPLICATION SHALL NOT BE ACCEPTED BY ACM AND SHALL NOT BE BINDING ON ACM UNTIL SUCH TIME, IF EVER, AS SIGNED ON THE REVERSE SIDE, BY A DULY AUTHORIZED REPRESENTATIVE OF ACM.

3. Payment Terms and Schedule.

Exhibitor shall pay \$36.00 per square foot rental fee for the exhibit space, payable in US funds. Terms of payment due are described in the following paragraphs, and are determined by the application date, as defined in number 2 above.

- A. For applications **RECEIVED on or before 12 September 2008**—10% non-refundable deposit due with submission of the Application (refer to Paragraph 2 above); 40% of total rental amount due on or before 12 September 2008; 50% of total rental amount due on or before 16 February 2009.
- B. For Applications **RECEIVED after 12 September 2008 but on or before 16 February 2009**—50% of total rental amount due with submission of this Application (refer to number 2 above). 50% of total rental amount due on or before 16 February 2009.
- C. For Applications **RECEIVED after 16 February 2009**—100% of total rental amount due with submission of this Application (refer to Paragraph 2 above).

4. Cancellations, Withdrawals and Changes in Exhibit Space(s).

- A. If exhibitor fails to pay according to the Terms and Payment Schedule specified in Paragraph 3 above, the exhibit space(s) reserved for Exhibitor shall be released without notice to Exhibitor and Exhibitor shall remain liable to ACM for the total rental amount, which shall become immediately due and payable to ACM.
- B. 1. If Exhibitor cancels its participation *on or before 12 September 2008*, ACM will retain the 10% deposit.
2. If Exhibitor cancels its participation *after 12 September 2008 but on or before 16 February 2009*, ACM will retain the 10% deposit and the 40% payment, and Exhibitor shall remain liable for, and shall pay to ACM, any balance due at the time of cancellation.
3. If Exhibitor cancels its participation *after 16 February 2009* or fails for any reason whatsoever to utilize the exhibit space(s), such cancellation or failure to utilize space shall be considered a default on Exhibitor's part, and Exhibitor shall remain liable for, and shall pay to ACM, the total (100%) rental amount (including any balance due at the time of cancellation) of its exhibit space.
4. Any notice of cancellation to be given hereunder is required to be in writing to Hall-Erickson and shall not be effective until such cancellation notice is received by Hall-Erickson. No cancellation shall relieve Exhibitor of its obligation to pay ACM any sums due to ACM prior to the effective date of such cancellation.
- C. 1. If a written request to change (downsize) the assigned exhibit space(s) is received by Hall-Erickson *before 12 September 2008*, ACM will retain the 10% deposit for the original exhibit space(s). No portion of the deposit for the original exhibit space(s) will be applied to the replacement exhibit space(s), and Exhibitor is liable for the total rental amount of the replacement exhibit space(s). Such replacement exhibit space(s), if any, shall be provided based on availability as determined in ACM's sole discretion.
2. If a written request to change (downsize) the assigned exhibit space(s) is received by Hall-Erickson *after 12 September 2008 and on or before 16 February 2009* ACM will retain the 10% deposit and the 40% payment of the original square footage, and Exhibitor shall remain liable for, and shall pay ACM, any balance due at the time of the change (downsize).
3. If a written request to change (downsize) the assigned exhibit space(s) is received by Hall-Erickson *after 16 February 2009* Exhibitor shall remain liable for the total rental amount (including any balance due at the time the request for downsizing is received) of its original square footage, and ACM shall be entitled to retain all sums previously paid. Such replacement exhibit space(s), if any, shall be provided based on availability as determined in ACM's sole discretion.
- D. If written request to change the assigned exhibit space(s) by means of an increase in size is received by Hall-Erickson at any time, Exhibitor is liable for, and shall pay to ACM, any payment of balance due on the rental amount of the replacement exhibit space(s) at the time the request for the increase in size is received. Such replacement exhibit space(s), if any, shall be provided based on availability as determined in ACM's sole discretion.
- E. Upon failure of Exhibitor to pay any rental amounts as set forth above, or upon receipt by Hall-Erickson of the cancellation notice, as set forth above, ACM shall have the right to assign to a third party the exhibition space(s) previously assigned to Exhibitor without

further obligation to Exhibitor. Any sums received from such third party shall not reduce sums due to ACM from Exhibitor hereunder.

- F. Nothing contained herein shall limit, restrict or otherwise derogate from the rights ACM may have, at law or equity, all of which are hereby, expressly reserved.
- G. No waiver by ACM of any default of Exhibitor (including, without limitation, their failure to pay according to the foregoing schedule) shall operate as a waiver of any subsequent default by Exhibitor.

5. Sub-Leasing.

Exhibitor may not sublet his/her space, nor any part thereof, nor exhibit, offer for sale, give as a premium, or advertise articles not manufactured or sold in his/her own name, except where such articles are required for the proper demonstration of operation of Exhibitor's display. Exhibitor may not permit in his/her booth non-exhibiting companies' representatives. Rulings of ACM and Hall-Erickson shall in all instances be final with regard to use of any exhibit space.

6. Eligible Exhibits.

ACM has the sole right to determine the eligibility of any company or product for inclusion in the Exhibition.

7. Limitation of Liability.

Neither the Association for Computing Machinery, nor Hall-Erickson, nor the Ernest N. Morial Convention Center, nor the city of New Orleans, nor the state of Louisiana, nor any of their officers, agents, employees, or other representatives, shall be held liable for, and they are hereby released from liability for, any damage, loss, harm or injury to the person or property of the Exhibitor or any of its officers, agents, employees or other representatives, resulting from theft, fire, water, accident or any other cause. The Exhibitor shall indemnify, defend and protect ACM, Hall-Erickson, the Ernest N. Morial Convention Center, the city of New Orleans, and the state of Louisiana harmless from, any and all claims, demands, suits, liability, damages, loss, costs, attorney's fees and expenses of whatever kind or nature, which might result from or arise out of any action or failure to act on the part of the Exhibitor or any of its officers, agents, employees or their representatives.

8. Insurance Requirements.

All exhibitors participating in the SIGGRAPH 2009 Exhibition are required to obtain a general public liability insurance in the amount of one million dollars (\$1,000,000) per occurrence. ACM SIGGRAPH and Hall-Erickson, Inc. shall be named as additional insureds on the general liability policy. Such insurance maintained by the exhibitor must be issued by an insurance company with an A.M. Best rating of A- or higher and shall include coverage of the indemnification obligations of the exhibitor under these rules and regulations. Each exhibitor is also required to carry workers compensation protecting employees in accordance with the laws of the state in which the exhibition is being held. Nothing in this paragraph shall limit the amount of liability an exhibitor may be responsible for.

9. Installation-Showing-Dismantling.

Hours and dates for installation, showing, and dismantling shall be those specified by Hall-Erickson. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the Exhibition before conclusion of the dismantling period specified by Hall-Erickson.

10. Damage to Property.

Exhibitor is liable for any damage caused to building floors, wall, or columns, or to standard booth equipment, or to other Exhibitors' property. Exhibitor may not apply paint, lacquer, adhesive or other coating to building columns and floors or to standard booth equipment.

11. Alcoholic Beverages.

The use of alcoholic beverages in the exhibit hall is prohibited.

12. Attendance.

Hall-Erickson shall have sole control over admission policies at all times.

13. Exhibitors Representatives' Responsibility.

Exhibitor agrees to indemnify ACM and Hall-Erickson against and hold harmless for any claims arising out of the acts or negligence of Exhibitor, his/her agents or employees.

14. Failure to hold Exhibition.

Except as the Exhibitor's rental obligations may be modified as set forth in number 7 above, the Exhibitor is responsible for total booth rental irrespective of the reason for the cancellation by the Exhibitor because of the failure of an exhibit to arrive for any reason, or cancellation by ACM of the Exhibition, in whole or in part, as the result of riot, strike, civil disorder, act of war, act of nature, or any other reason of any kind whatsoever not within ACM control.

15. Rejected Displays.

Exhibitor agrees that his/her exhibit shall be admitted and shall remain from day to day solely in strict compliance with the rules herein laid down. Hall-Erickson reserves the right to reject, eject, or prohibit in whole or in part, or Exhibitor or his/her representatives, with or without giving good cause. If cause is not given, liability shall not exceed the return to Exhibitor of the amount of rental unearned at the time of ejection. If an exhibit or Exhibitor is ejected for violation of these rules or for other stated reasons, no return shall be made.

16. Safety Devices.

Exhibitor agrees to accept full responsibility for compliance with national, state, and city regulations in the provision and maintenance of adequate safety devices and conditions for the operation of equipment.

17. Americans with Disabilities Act.

The Exhibitor understands that the Americans with Disabilities Act (ADA) requires that its display be accessible to persons with disabilities and agrees that it is solely responsible for assuring that its display complies with the ADA.

18. Amendment to Rules.

Any matters not specifically covered by the preceding rules shall be subject solely to the decision of Hall-Erickson. These rules may be amended at anytime by Hall-Erickson, and all amendments so made shall be binding on Exhibitor equally with the foregoing rules and regulations.

19. Agreement to Rules.

Exhibitor, for himself/herself and his/her employees, agrees to abide by the foregoing rules and by any amendments that may be put into effect by ACM and Hall-Erickson.

20. Governing Policies, Regulations and Laws.

All actions undertaken under this Contract shall be consistent with the constitution, bylaws, and policies of the ACM, and with applicable sections of the not-for-profit law and regulations of the State of New York and of the federal government. This contract will be construed under and in accordance with the laws of the State of New York applicable to contracts made and wholly performed in that State.