The undersigned (hereafter, called the “Exhibitor”) hereby applies for space in the 37th International Conference on Computer Graphics and Interactive Techniques (hereinafter, called “ACM SIGGRAPH 2010”) 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
EMAIL

EXHIBITOR APPLICATION/CONTRACT FOR EXHIBIT SPACE
ACM SIGGRAPH 2010 Exhibition and Conference
Los Angeles Convention Center • Los Angeles, California USA
EXHIBITION: 27–29 July 2010 • CONFERENCE: 26–29 July 2010

EXHIBIT SPACE RENTAL: The exhibit space rental charge is $37 per square foot. A 10% non-refundable deposit is required with this application. Applications received after 12 September 2009 must include a 50% deposit. Applications received after 16 February 2010 must include full payment. See paragraphs 2 and 3 on reverse side.

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 $37.00 = TOTAL AMOUNT

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

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.

DATE
Make checks payable: ACM SIGGRAPH 2010
Mail checks to: ACM SIGGRAPH 2010 - Exhibits
P. O. Box 809124, Chicago, IL 60680-9124 USA
Mail application to: exhibits@siggraph.org or 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
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 computer-related information exchange between the various disciplines represented within the community. As such, it sponsors Conferences and Exhibitions as one means of accomplishing this end. The main purpose of these Conferences and Exhibitions scheduled in conjunction with the ACM Exhibition staged in conjunction with the Conference is a vital element of this educational process.

ACM SIGGRAPH 2010 and the Exhibitor agree that the purpose of the Exhibition is exclusively for the education of persons attending the Conference, and will conduct themselves lawfully 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 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 Exhibitor’s 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 sections. A copy of this 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 is 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 of Exhibitor’s exhibit as noted on 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. Hall-Erickson shall provide to Exhibitor Contract Agreement(s) (“Contract”) in the form and in accordance with the terms herein laid down. 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 the per square foot rental fee as noted 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 2009—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 2009, 50% of total rental amount due on or before 16 February 2010.

B. For Applications RECEIVED after 12 September 2009 but on or before 16 February 2010—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 2010.

C. For Applications RECEIVED after 16 February 2010—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).

Exhibitor’s exhibit space may be cancelled without giving good cause. If cause is not given, liability shall not exceed the return to Exhibitor of the rental amount of the replacem ent exhibit space(s). Such replacem ent exhibit space(s), if any, shall be provided based on availability of the space with the use of space of the Exhibitor. All exhibitor space cancellations must be in writing to Hall-Erickson. Any exhibitor cancellation shall be subject to the terms and conditions contained herein.

5. Sub-Leasing.

If exhibitor fails to comply with any application, accompanied with 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 exhibitor space(s) previously assigned to Exhibitor shall be released without notice to Exhibitor.

6. Exhibitor’s obligations.

Exhibitor is solely responsible for the collection and remittance of any sales or other taxes imposed on them.

7. Limitation of Liability.

Neither the Association for Computing Machinery, nor Hall-Erickson, nor the Los Angeles Convention Center, nor any of its officers, agents, employees or other representatives, shall be liable for any loss, damage, loss 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 Los Angeles Convention Center, the city of Los Angeles, and the state of California harmless from, and all and 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 other representatives.

8. Insurance Requirements.

All exhibitors participating in the SIGGRAPH 2010 Exhibition are required to obtain a general liability insurance policy 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 insurer approved by ACM. The exhibitor shall provide a copy of the policy to Hall-Erickson. ACM will retain the 10% deposit and the 40% payment, and Exhibitor hereby releases from liability for, and agree to indemnify ACM 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 Los Angeles Convention Center, the city of Los Angeles, and the state of California harmless from, and all and 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 other representatives.

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.


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

14. Failure to hold Exhibition.

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

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.


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


The Exhibitor understands that the Americans with Disabilities Act (ADA) requires that its displays 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 any time by Hall-Erickson, and all amendments so made shall be binding on Exhibitor equally with the foregoing rules and regulations.

19. Dispute Resolution.

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


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.