The undersigned (hereafter, called the “Exhibitor”) hereby applies for space in the 33rd International Conference on Computer Graphics and Interactive Techniques (hereinafter, called “ACM SIGGRAPH 2006”) 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 1515 Broadway, New York, New York 10036. Sponsor’s exhibition management agent is Hall-Erickson, Inc.

COMPANY
ADDRESS
FOR UPS SHIPMENTS
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

EXHIBIT SPACE RENTAL: The exhibit space rental charge is $35 per square foot. A 10% non-refundable deposit is required with this application. Applications received after 10 September 2005 must include a 50% deposit. Applications received after 15 February 2006 must include full payment. See paragraphs 2 and 3 on reverse side.

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

We do NOT want 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 2006
Mail checks to: ACM SIGGRAPH 2006 - Exhibits
P. O. Box 809124, Chicago, IL 60680-9124 USA

Mail application to: Hall-Erickson, Inc., 98 E. Naperville Road, 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

Deposit

TOTAL SQUARE FEET X $35.00

TOTAL AMOUNT $ $
1. Sponsor: Principal Purpose.

The word "purpose" as herein shall mean the Association for Computing Machinery Inc. or 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 and scientific organization formed to promote 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. These Conferences and Exhibitions are educational in nature, and the Exhibition staged in conjunction with the Conference is a vital element of this educational process.

ACM SIGGRAPH 2006 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 Exhibitor 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 of the faxed Application, the Application 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 the exhibitor name in the Association's online database of Exhibitor space(s) ["(Application for Exhibit Space)"], 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 SIGNATURE, OR AS PERMITTED BY ACM.

3. Payment Terms and Schedule.

Exhibitor shall pay $35.00 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 10 September 2005—10% non-refundable deposit due with submission of the Application (refer to Paragraph 2 above); 40% of total rental amount due on or before 10 September 2005; 50% of total rental amount due on or before 15 February 2006.

B. For Applications RECEIVED AFTER 10 September 2005 but on or before 15 February 2006—10% non-refundable deposit due with submission of the Application (refer to Paragraph 2 above); 50% of total rental amount due on or before 15 February 2006.

C. For Applications RECEIVED AFTER 15 February 2006—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 for, and shall pay to ACM for the total rental amount which shall become immediately due and payable to ACM.

B. If Exhibitor cancels its participation on or before 10 September 2005, 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.

C. If Exhibitor cancels its participation after 15 February 2006 or fails for any reason whatsoever to occupy the exhibit space(s) assigned or fails to provide proof of insurance or to other sums due pursuant to number 3 above, ACM shall be entitled to retain all sums previously paid by Exhibitor. ACM shall retain the 10% deposit and the 40% payment of the original square footage, and ACM shall be entitled to retain all sums previously paid by Exhibitor 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 (100%) rental amount including any balance due at the time of cancellation of said exhibit space(s).

D. If Exhibitor fails to pay according to the Terms and Payment Schedule specified in Paragraph 3 above, ACM shall have the right to assign to a third party the exhibit space(s) previously assigned to Exhibitor without further obligation to Exhibitor. Any sums received from such third party shall not reduce Exhibitor's remaining payment due to ACM from Exhibitor hereunder.

E. If written request to change the assigned exhibit space(s) is received by Hall-Erickson before 10 September 2005, 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 change (downsize).

F. If written request to change the assigned exhibit space(s) is received by Hall-Erickson after 10 September 2005 and on or before 15 February 2006 ACM will retain the 10% deposit and 40% payment of the original square footage, and Exhibitor shall remain liable for, and shall pay to ACM, any balance due at the time of change (downsize).

G. If a written request to change the assigned exhibit space(s) is received by Hall-Erickson after 15 February 2006, 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.


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.


All rules, policies, and regulations 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.