ACM Association for Computing Machinery

EXHIBITOR APPLICATION/CONTRACT FOR EXHIBIT SPACE

ACM SIGGRAPH 2011 Exhibition and Conference
Vancouver Convention Centre • Vancouver, BC Canada
EXHIBITION: 9–11 August 2011 • CONFERENCE: 8–11 August 2011

The undersigned (hereafter, called the “Exhibitor”) hereby applies for space in the 38th International Conference on Computer Graphics and Interactive Techniques (hereinafter, called “ACM SIGGRAPH 2011”) 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.

1. 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 2010 must include a 50% deposit. Applications received after 16 February 2011 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
   ____________ X ____________ = __________________________

   TOTAL SQUARE FEET X $37.00 = TOTAL AMOUNT       DEPOSIT
   __________________________ X $37.00 = $________________________

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

4. 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 2011
Mail checks to: ACM SIGGRAPH 2011 - Exhibits
   P. O. Box 809184, Chicago, IL 60680-9184 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 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
   ____________ X ____________ = __________________________
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 Exhibitions of 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 fields of computing. As such, the Sponsor of 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 part of this educational process.

ACM SIGGRAPH 2011 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 to be solely responsible for the collection and remittance of any sales tax, and any other taxes imposed by any taxing jurisdiction.

2. Application Fee and Deposit.

A non-refundable application fee (“Application Fee”) equal to 10%, together with any other sums due pursuant to number 3 below, is not received by Hall-Erickson within ten (10) business Days of receipt by Hall-Erickson of the faxed Application, the Exhibitor shall remain liable for and shall pay ACM, the total (100%) amount of the original Application fee, as noted below in the area designated “For Exhibition Management Use Only.”

B. 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 Application Fee(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 Exhibitor will be required to submit the deposit in accordance with ACM’s requirements within the time and terms 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.

A. If exhibitor fails to pay according to the Terms and Payment Schedule specified in Paragraph 3 above, the exhibitor space, payable in US funds. Terms of payment due are described in the following paragraphs, and are determined by the application of the following rules:

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

A. If exhibitor cancels its participation on or before 12 September 2010—50% of the total rental amount due on or before 12 September 2010; 100% of the total rental amount due on or before 16 February 2011.

B. If Exhibitor cancels its participation on or before 12 September 2010 but on or before 16 February 2011—10% of total rental amount due on or before 12 September 2010; 50% of total rental amount due on or before 16 February 2011.

C. For Applications RECEIVED after 16 February 2011—100% of the total rental amount due with submission of this Application (refer to Paragraph 2 above).

D. If a written request to change (downsize) the assigned exhibit space(s) is received by Hall-Erickson before 12 September 2010, ACM will retain the 10% deposit. If Exhibitor cancels its participation on or before 12 September 2010 but on or before 16 February 2011—100% of the total rental amount due on or before 16 February 2011.

E. If an exhibit or Exhibitor is ejected for violation of these rules or for other stated reasons, no return shall be made.

F. If an exhibit or Exhibitor is ejected for violation of these rules or for other stated reasons, no return shall be made.

G. No waiver by ACM of any default of Exhibitor (including, without limitation, their failure to pay according to the foregoing terms) shall be a waiver of any subsequent default by Exhibitor.

5. Sub-Leasing.

Exhibitor may not sublet his/her space, not any part thereof, nor exhibit, offer for sale, give as a premium, or advertise articles not manufactured or sold in his/her own name and account, unless they are proprietary to the Exhibitor or the proper registration and operation of Exhibitor’s display. Exhibitor may not permit in his/her booth non-exhibiting companies’ representatives.


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

7. Limitation of Liability.

Neither ACM nor the Vancouver Convention Centre, nor Hall-Erickson, nor the City of Vancouver, nor the province of British Columbia Canada, 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 Vancouver Convention Centre, the city of Vancouver, and the province of British Columbia Canada from and against any claims, 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 representa-

8. Insurance Requirements.

All exhibitors participating in the SIGGRAPH 2011 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 evidence of satisfactory coverage as defined by ACM. ACM and Hall-Erickson, Inc. or by its officers or committees or agents or employees acting for it in the province of British Columbia Canada 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 representa-


Halls and areas 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 all 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 buildings, walls, floor, or columns, or to standard booth equipment, or to other Exhibitors’ property. Exhibitor may not place or attach any 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.


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, if ACM or Hall-Erickson cancels the Exhibition for any reason, ACM SIGGRAPH and Hall-Erickson shall not be held liable, and shall not be required to refund the rental amount of the replacement exhibit space(s). The Exhibitor shall remain liable for and shall pay ACM, any balance due at the time of cancellation (including any balance due at the time of cancellation ) of its exhibit space.

15. Rejected Displays.

Exhibitor agrees that his/her exhibit shall be admitted and shall remain to 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 represen-
tatives will in any way give general cause. If cause is not given, liability shall not exceed the return to Exhibitor of the amount of rental received at the time of ejection.


Exhibitor must agree 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 fully covered by the proceeding rules shall be subject solely to the decision of Hall-Erickson. These rules may be amended at anytime by Hall-

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 actions undertaken under this Contract shall be consistent with the constitution, bylaws, rules, regulations, and policies of ACM, Hall-Erickson and the governing laws 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 wholly performed in that State.