ACM Association for Computing Machinery

EXHIBITOR APPLICATION/CONTRACT FOR EXHIBIT SPACE

ACM SIGGRAPH 2012 Exhibition and Conference
Los Angeles Convention Center • Los Angeles, California
EXHIBITION: 7–9 August 2012 • CONFERENCE: 5–9 August 2012

The undersigned (hereafter, called the “Exhibitor”) hereby applies for space in the 39th International Conference on Computer Graphics and Interactive Techniques (hereinafter, called “ACM SIGGRAPH 2012”) 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.

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

NAME

CONTACT

EMAIL

WEB SITE

TITLE

PHONE

FAX

*Include all country, area, and city codes.

LOCATION PREFERENCES:

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 Exibitors, 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

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 2012
Mail checks to: ACM SIGGRAPH 2012 - 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 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

TOTAL SQUARE FEET X $37.00 = TOTAL AMOUNT DEPOSIT

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 Exhibitions and Conference of ACM, 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 province of the computing and communications arts, and also to conduct Exhibitions as one means of accomplishing this end. The main purpose of these Conferences and Exhibitions is educational and the Exhibit shall be staged in conjunction with the Conference, and shall be an integral part of the educational process.

ACM SIGGRAPH 2012 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 upon 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. If a written request to change the assigned exhibit space(s) is received by Hall-Erickson, the Exhibitor shall be liable for all storage and handling charges resulting from the change to remove exhibit material from the Exhibition before the Exhibitor is released from all obligations of the Exhibitor under these rules and regulations. Each exhibitor is also required to carry workers compensation insurance, and shall remain liable for all storage and handling charges resulting from the change to remove exhibit material from the Exhibition.

C. All Applications must be received by Hall-Erickson within seven (7) business days of receipt by Hall-Erickson of the fixed Application Fee. 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 discretion, Exhibitor 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, is not received by Hall-Erickson within seven (7) business days of receipt by Hall-Erickson of the fixed Application Fee, the Application Fee(s) reserved for Exhibitor, if any, shall be released without notice to Exhibitor.

D.50% of total rental amount due with submission of this Application (refer to number 2 above).

E. If a written request to change the assigned exhibit space(s) is received by Hall-Erickson after 12 September 2011 but on or before 16 February 2012, ACM will retain the 10% deposit for the original 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.

F. If a written request to change (downsize) the assigned exhibit space(s) is received by Hall-Erickson after 12 September 2011, ACM will retain the 10% deposit for the original 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.

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 in any subsequent default by Exhibitor.

3. Agreement 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 noted above.

A. For applications RECEIVED on or before 12 September 2011—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 2011; 50% of total rental amount due on or before 16 February 2012.

B. For applications RECEIVED after 12 September 2011 but on or before 16 February 2012—50% of total rental amount due on or before 12 September 2011; 50% of total rental amount due on or before 16 February 2012.

C. For applications RECEIVED after 16 February 2012—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 due, which shall become immediately due and payable to ACM.

B. If Exhibitor cancels its participation on or before 12 September 2011, ACM will retain the 10% deposit.

C. If Exhibitor cancels its participation after 12 September 2011 but on or before 16 February 2012, ACM will retain 50% of the total rental amount due, and Exhibitor shall remain liable for, and shall pay to ACM, any balance due at the time of cancellation.

D. If Exhibitor cancels its participation after 16 February 2012 or fails for any reason whatsoever not within ACM control to utilize the exhibit space(s) as assigned, such failure or default 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.

E. Any notice of cancellation to be given hereunder is required to be in writing to Hall-Erickson and shall be effective only upon receipt of a written notice in a like form from Exhibitor to Hall-Erickson. No cancellation shall relieve Exhibitor of its obligation to pay ACM any sums due prior to the effective date of such cancellation.

C. The Exhibitor understands that the Americans with Disabilities Act (ADA) requires that the display comply with national, state, and local laws and regulations. Each exhibitor is also required to carry workers compensation insurance, and shall remain liable for all storage and handling charges resulting from the change to remove exhibit material from the Exhibition.

10. Damage to Property.
Hall-Erickson shall be liable for all storage and handling charges resulting from the change to remove exhibit material from the Exhibition. Nothing in this paragraph shall limit the amount of liability an exhibitor may be responsible for.

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

12. Attendance.
Half-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.
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.

15. Rejected Displays.
Exhibitor agrees that his/her exhibit shall be admitted and shall remain from day to day so long as it complies with all applicable guidelines. 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 be available to ACM and Hall-Erickson for inspection, at its sole discretion. ACM will retain the 10% deposit and the 40% payment of the original square footage, and Exhibitor shall remain liable for, and shall pay to ACM, any balance due at the time the request for downsizing is received.

Exhibitor agrees to accept full responsibility for compliance with national, state, and local laws and regulations. Each exhibitor is also required to carry workers compensation insurance, and shall remain liable for all storage and handling charges resulting from the change to remove exhibit material from the Exhibition.

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. 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. ACM will retain the 10% deposit if Exhibitor cancels its participation after 12 September 2011 but on or before 16 February 2012.

18. Amendment to Rules.
Any matters not specifically covered by the preceding rules shall be subject solely to the discretion of ACM. These rules may be amended at anytime by ACM and all amendments so made shall be binding on Exhibitor equally with the rules and regulations.