The undersigned (hereafter, called the “Exhibitor”) hereby applies for space in the 40th International Conference on Computer Graphics and Interactive Techniques (hereinafter, called “ACM SIGGRAPH 2013”) 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

DATE

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.

ACM SIGGRAPH Program Director

DATE

Make checks payable: ACM SIGGRAPH 2013

Mail checks to: ACM SIGGRAPH 2013 - 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 $38.00 = TOTAL AMOUNT

DEPOSIT

X $38.00 = $

___________ X ____________ =  ____________________

_____ X ____________ =  ____________________

APPLICATION RECEIVED BY REQUESTED SQ. FT.

ASSIGNED EXHIBIT SPACE(S)
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 and Conference, as hereinafter (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 purpose of the ACM. The operation of the Exhibition and the Conference 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 Conferences is a vital element of this educational process.

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 shall be the date on which the Application for Exhibit Space is received by Hall-Erickson, as noted below in the application date. “Acceptance”, the Application Fee will be converted to a 10% non-refundable deposit and the application shall be deemed accepted by Hall-Erickson, subject to the terms and conditions contained herein and in the Exhibitor Contract attached hereto.

   B. 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 shall be deemed accepted by Hall-Erickson, subject to the terms and conditions contained herein and in the Exhibitor Contract attached hereto.

   C. The application date is the date on which the Application for Exhibit Space is received by Hall-Erickson, as noted below in the application date.

   D. The Application will be deemed accepted by ACM, subject to the terms and conditions contained herein and in the Exhibitor Contract attached hereto.

   E. 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. Exhibitors shall pay the full amount of the non-refundable deposit 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 Fee, as noted above.

   B. For Applications RECEIVED on or before 12 September 2012—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 2012; 50% of total rental amount due on or before 15 February 2013.

   C. For Applications RECEIVED after 12 September 2012 but on or before 15 February 2013—50% of total rental amount due with submission of this Application (refer to number 2 above). 50% of total rental due 15 February 2013.

   D. For Applications RECEIVED after 15 February 2013—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 assigned 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. If Exhibitor cancels its participation on or before 12 September 2012, ACM will retain the deposit.

   C. If Exhibitor cancels its participation after 12 September 2012 but on or before 15 February 2013, 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.

   D. If Exhibitor cancels its participation after 15 February 2013, ACM will retain the 10% deposit and the 40% payment, 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.

5. Sub-Leasing.
   Exhibitor may not sublet his/her space, not any part thereof, nor exhibit, offer for sale, rent or lease, give away, donate, pawn, pledge, sell, transfer, dispose of, or assign the Exhibit Space, or any part thereof, to any person or entity other than himself/herself, as hereinafter defined, without the prior written consent of ACM.

   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 Anaheim Convention Center, nor the city of Anaheim, nor the state of California, nor any of their officers, agents, employees, or other representatives, shall be held liable for, and they hereby release 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 Anaheim Convention Center, the city of Anaheim, and the state of California harmless from and against any claims, demands, losses, 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 2013 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 be proofed 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 Anaheim Convention Center, the city of Anaheim, and the state of California harmless from and against any claims, demands, losses, 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.

   Hours and dates for installation, showing, and dismantling shall be those specified by Hall-Erickson. No cancellation shall relieve Exhibitor of its obligation to pay ACM any sums due to ACM from Exhibitor hereunder. Neither the Association for Computing Machinery, nor Hall-Erickson, nor the Anaheim Convention Center, nor the city of Anaheim, nor the state of California, nor any of their officers, agents, employees, or other representatives, shall be held liable for, and they hereby release 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 Anaheim Convention Center, the city of Anaheim, and the state of California harmless from and against any claims, demands, losses, 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.