EXHIBITOR APPLICATION/CONTRACT FOR EXHIBIT SPACE

ACM SIGGRAPH 2014 Exhibition and Conference
Vancouver Convention Centre • Vancouver, British Columbia
EXHIBITION: 12 – 14 August 2014 • CONFERENCE: 11 - 14 August 2014

The undersigned (hereafter, called the “Exhibitor”) hereby applies for space in the 41st International Conference on Computer Graphics and Interactive Techniques (hereinafter, called “ACM SIGGRAPH 2014”) 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.

<table>
<thead>
<tr>
<th>COMPANY</th>
<th>ADDRESS</th>
<th>CITY, STATE/PROVINCE</th>
<th>POSTAL CODE/ZIP, COUNTRY</th>
<th>CONTACT</th>
<th>TITLE</th>
<th>PHONE</th>
<th>EMAIL</th>
<th>WEB SITE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>EMAIL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

EXHIBITOR’S AUTHORIZED SIGNATURE

NAME

TITLE

DATE

1. EXHIBIT SPACE RENTAL: The exhibit space rental charge is $38 per square foot. A 50% non-refundable deposit is required with this application. Applications received after 15 February 2014 must include full payment. See paragraphs 2 and 3 on reverse side.

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

<table>
<thead>
<tr>
<th>1.</th>
<th>2.</th>
</tr>
</thead>
</table>

FEET DEEP x FEET WIDE (FRONTAGE) = TOTAL SQUARE FEET

------------------ X ------------------ = ------------------

TOTAL SQUARE FEET X $38.00 = TOTAL AMOUNT

------------------ X $38.00 = ------------------

DEPOSIT

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.

Make checks payable: ACM SIGGRAPH 2014

Mail checks to: ACM SIGGRAPH 2014 - 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

<table>
<thead>
<tr>
<th>DATE APPLICATION RECEIVED</th>
<th>BY</th>
<th>REQUESTED SQ. FT.</th>
<th>DEPOSIT RECEIVED $</th>
<th>CHECK #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 or operation of an Exhibition or other event sponsored, organized, or conducted, 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 field of computing and the Conference 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 vital element of this educational process.

2. Application Fee and Deposit.

A. A non-refundable application fee ("Application Fee") equal to 50%, together with any other sums due pursuant to number 3 below, of the total rental amount is due on the application date. The Application Fee and the Application for Exhibit Space is received by Hall-Erickson, as noted below in the area designated “For Exhibition Management Use Only.”

B. In the event that Hall-Erickson receives this application electronically or 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 by Hall-Erickson of the faxed Application, the 50% 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 50% non-refundable deposit and the Application for Exhibit Space will be deemed to have been accepted by Exhibitor for the terms and conditions contained herein and in the Exhibitor Contract attached hereto.

3. Payment Terms and Schedule.

Exhibitor shall pay the per square foot rental fee noted for the exhibit space, payable in US terms. 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 15 February 2014—50% of total rental amount due with submission of this Application (refer to number 2 above). 50% of total rental amount due before 15 February 2014.

B. For Applications RECEIVED after 15 February 2014—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 ACM in accordance with 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 Exhibitor shall pay to ACM, the total (100%) rental amount (including any balance due at the time of cancellation) of its obligation to pay all sums due to ACM prior to the effective date of such cancellation.

B. Any notice of cancellation to be given hereunder is required to be in writing to Hall-Erickson and shall not be effective until such cancellation notice is received by Hall-Erickson. No cancellation shall be effective until ACM shall receive a 100% payment of the original square footage, 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 obligation to pay all sums due to ACM prior to the effective date of such cancellation.

C. If a written request to change the assigned exhibit space(s) is received by Hall-Erickson on or before 15 February 2014 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 sums due at the time of the change (downsize).

D. If a written request to change the assigned exhibit space(s) by means of an increase in size is received by Hall-Erickson on or before 15 February 2014, Exhibitor is liable for, and shall pay to ACM, any payment of balance due on the rental amount of the replacement exhibit space(s) at the time the request for increase in size is received. Such replacement exhibit space(s), if any, shall be provided based on availability as determined in ACM’s sole discretion.

E. Failure of Exhibitor to pay any rental amounts as set forth above, or upon receipt by Hall-Erickson of the cancellation notice, as set forth above, ACM shall have the right to assign to a third party the exhibition space(s) previously assigned to Exhibitor without further obligation to Exhibitor. Any such sold space(s) can not be restored to Exhibitor and Exhibitor shall be liable for all sums due to ACM from Exhibitor hereunder.

F. Nothing contained herein shall limit, restrict or otherwise derogate from the rights ACM may have, at law or equity, or expressly reserved.

G. No waiver by ACM of any default of Exhibitor (including, without limitation, their failure to pay ACM according to the foregoing schedule) shall operate as 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, except where such articles are manufactured or sold by others and for the purposes of a sub-lease as a result of the sub-lease of Exhibitor’s display. Exhibitor may not permit in his/her booth non-exhibiting companies’ representatives to represent ACM and Hall-Erickson shall in all instances be final with regard to use of any exhibit space.


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 Vancouver Convention Centre, nor the city of Vancouver, nor the province of British Columbia, nor any of its 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 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 concern or relate to, or be incurred by virtue of or in connection with, any act or omission of the Exhibitor or any of its officers, agents, employees or their representatives.

8. Insurance Requirements.

All exhibitors participating in the SIGGRAPH 2014 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. 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 include coverage of the indemnification obligations of the exhibitor under these rules and regulations. Each exhibitor is also required to carry workers compensation protecting employees in accordance with the laws of the state in which the exhibition is being held. Nothing in this paragraph shall limit the amount of liability an exhibitor may be responsible for.


Hours and dates 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 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 building floors, walls, or columns, or to standard booth equipment, or to other Exhibitors’ property. Exhibitor may not apply paints, adhesives 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, the Exhibitor is responsible for total booth rental irrespective of the reason for the cancellation by the Exhibitor because of the failure of an exhibitor to arrive for any reason, or cancellation by ACM of the Exhibition, in whole or in part, as the result of riot, strike, civil disorder, act of war, act of nature, or any other reason of any kind whatsoever not within ACM control.

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 of the amount of rental paid and paid at the time of rejection. If an exhibit or Exhibitor is ejected for violation of these rules or for other stated reasons, no return shall be made.


Exhibitor shall 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 ensuring 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 discretion 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, his/her representatives and his/her employees, agrees to abide by the forgoing rules and all 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 both the Contracts Act of the Province of British Columbia, the city of Vancouver, the city of Vancouver, the province of British Columbia, and 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.