RULES GOVERNING EXHIBITION

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. 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 processing community. As such, it sponsors 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 vital element of this educational process.

ACM SIGGRAPH 2024 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.

A. Management. The Association for Computing Machinery, Tradeshows Logic, Inc., and its authorized representatives are herein after referred to as “Show Management.”

2. Application Fee and Deposit
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 date is the date on which the Application for Exhibit Space is received by Show Management as noted below in the area designated “For Exhibition Management Use Only.”

In the event that Show Management receives this application electronically or by fax, Show Management 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 Show Management within seven (7) business days from the date of the original Application, the Application will be considered abandoned and may not be reinstated.

In submitting the application and contract, exhibitor agrees to comply with all rules, restrictions and directives issued by ACM SIGGRAPH in connection with the annual meeting. This includes, but is not limited to, information contained in the Exhibitor Prospectus, Exhibitor Space Application, online resources, confirmation materials and the Display Guidelines. ACCEPTANCE OF THIS APPLICATION BY SHOW MANAGEMENT CONSTITUTES A CONTRACT.

3. Payment 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 defined in number 2 above. ACM SIGGRAPH and its authorized representatives reserve the right to assess a 4% credit card processing fee on any credit card charge in excess of $250,000.00.

For Applications RECEIVED on or before 15, March 2024 - 50% of total rental amount due with submission of this Application (refer to number 2 above).

For Applications RECEIVED after 15, March 2024 - 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)
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, which shall become immediately due and payable to ACM.

If Exhibitor cancels its participation on or before 15, March 2024, ACM will retain the 50% deposit and Exhibitor shall remain liable for, and shall pay to ACM, any balance due at the time of cancellation.

If Exhibitor cancels its participation after 15, March 2024 or fails for any reason whatsoever to utilize the exhibit space(s), such cancellation or failure to utilize space 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.
9. Insurance Requirements
All exhibitors participating in the SIGGRAPH 2024 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 Tradeshows Logic 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 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.

10. Installation-Showing-Dismantling
Hours and dates for installation, showing, and dismantling shall be those specified by
Show Management. 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 Show Management.

11. Damage to Property
Exhibitor is liable for any damage caused to buildings, walls, or columns, or to standard
booth equipment, or to other Exhibitors’ property. Exhibitor may not apply paint, lacquer,
adhesive or other coating to building columns and floors or to standard booth equipment.

12. Alcoholic Beverages
An exhibitor must request permission in writing from ACM SIGGRAPH Show
Management to serve alcoholic beverages within the confines of their rented exhibit
space. If approved, all center and show related rules must be observed, including, but
not limited to:
A. Alcoholic beverage service must be ordered through the convention center
catering contractor and beverages dispensed only by catering contractor
employees and bartenders.
B. Service must comply with all state and building regulations including
requesting proper ID and refusal of service to any person who, in the
bartender’s judgment, appears intoxicated.
C. Exhibitor must make provision to keep aisles clear around their booth and
police the area of any trash related to serving alcoholic beverages and
snacks if included as part of service.
D. Notwithstanding any other provision of the contract with catering contractor
to serve alcoholic beverages, the exhibitor shall defend, indemnify, and hold
harmless SIGGRAPH, its directors, officers, employees, agents
and members, and each of them, from and against any and all losses, damages,
claims, expenses and liabilities of any kind, including costs of defense
thereof, caused from the exhibitor’s service of alcoholic beverages.

13. Attendance
Show Management shall have sole control over admission policies at all times.
A. Exhibit Hours and Admission. Admittance during non-show hours
without permission from ACM and/or Show Management is prohibited.
Children under the age of 16 are not permitted on the exhibit floor at any
time. Show management shall have the sole control over admission
policies. All persons visiting the exhibit area including exhibit booth
representatives, will be required to register and to wear an appropriate
badge.

14. Exhibitors Representatives’ Responsibility
Exhibitor agrees to indemnify ACM and Show Management against and hold harmless
for any claims arising out of the acts or negligence of Exhibitor, his/her agents or employees.

15. Failure to hold Exhibition
ACM SIGGRAPH shall not be responsible for delays, damage, loss, increased costs, or
other unfavorable conditions arising by virtue of a cause or causes not within the control of
ACM SIGGRAPH. Causes not within the control of ACM SIGGRAPH shall include, but are
not limited to: fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage,
embargo, inclement weather, governmental restraints, act of a public enemy, riot or civil
disturbance, impairment, or lack of adequate transportation, inability to secure sufficient
labor, curtailment of transportation, technical or other personnel, labor union disputes, loss
of lease or other termination by the host, municipal, state, or federal laws, or other acts of
God (each, a “Force Majeure”).

ACM SIGGRAPH may cancel, shorten, delay, or otherwise alter or change the event
or events under this Agreement due to Force Majeure. If it does so, Exhibitor understands
and agrees that all losses and damages which it may suffer as a consequence thereof
is its responsibility and not that of ACM SIGGRAPH or its directors, officers, employees,
agents or subcontractors.

If ACM SIGGRAPH must cancel the in-person annual meeting, exhibitor payments will be
refunded. Exhibitor understands that in such an event, ACM SIGGRAPH is not responsible
for monies paid for other costs and expenses it has incurred, including travel to the show,
setup, lodging, freight, employee wages, etc. Exhibitor, as a condition of being permitted by
ACM SIGGRAPH to be an Exhibitor at the event or events hereunder, agrees to indemnify
and hold harmless ACM SIGGRAPH and its directors, officers, employees, agents,
or subcontractors from any and all loss which Exhibitor may suffer as a result of a show
cancellation, duration, delay or other alterations or changes caused in whole or in part by
any Force Majeure.

16. 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. Show Management 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 to Exhibitor of the amount of rental unaerowned at the time of ejection. If an exhibit or
Exhibitor is ejected for violation of these rules or for other stated reasons, no return shall
be made.

17. Safety Devices
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.

18. Americans with Disabilities Act
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.

19. Amendment to Rules
Any matters not specifically covered by the proceeding rules shall be subject solely to
the decision of Show Management. These rules may be amended at any time by Show
Management, and all amendments so made shall be binding on Exhibitor equally with the
foregoing rules and regulations.

20. 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 Show Management.

21. Booths
No exhibit, including signs and advertising material, may exceed the height of 8’ except
for perimeter, or island locations. Booth construction and displays must not interfere
with any other exhibitor or cause aisle congestion. Exhibitors requesting special height
regulations, or permit others to do, anything in any leased area(s) or convention facility which
would cause a difference in conditions from those previously approved by Show Management’s
insurance carriers or the convention facility, which would in any way increase insurance
premiums payable by Show Management or the convention facility.

23. The 80/80 Sound Rule
Any sound which consistently exceeds 80 decibels measured at the edge of an exhibitor’s
booth, is clearly identifiable must be shut down at the discretion of Show
Management. Technical or other personnel, labor union disputes, loss of lease or other
termination by the host, municipal, state, or federal laws, or other acts of
God (each, a “Force Majeure”).

ACM SIGGRAPH may cancel, shorten, delay, or otherwise alter or change the event
or events under this Agreement due to Force Majeure. If it does so, Exhibitor understands
24. Photos and Videos
Exhibitor may take photos or videos of its displays; however, Exhibitor is not permitted to directly take pictures of any other display or instruct others to take such pictures without written permission of ACM and the exhibitor whose display is being photographed. Notwithstanding the foregoing, exhibitor authorizes ACM to photograph and/or record all or any part of the Exhibition (including, without limitation, Exhibitor’s exhibit space and personnel), and Exhibitor hereby grants ACM the worldwide, perpetual, royalty free right and license to reproduce, distribute, transmit, publicly perform, and publicly display all such photographs and recordings (and any derivative works thereof) in any medium (now existing or hereafter developed).

25. Fire Protection
No combustible decoration, such as but not limited to crepe paper, tissue paper, cardboard, or corrugated paper, shall be used at any time. All packing containers, excelsior or wrapping paper are to be removed from the exhibit floor and must not be stored under tables or behind displays. All decorations and booths must be of flame-proof materials. The exhibitor shall be solely responsible for all fire damage and costs.

26. Lotteries, Games of Chance, or Attendance Prizes
Promotional plans designed to generate booth traffic cannot require visitors to be present at a specified location or time. No illegal promotions shall be permitted.

27. Entertainment in Rooms During Convention Hours
Exhibitors expressly agree not to conduct parties, receptions, open-houses, or other events for attendees, in their private rooms, sales offices, hospitality suites, or other facilities, during scheduled Expo hours or until one-half hour after the official closing of the Expo each day.

28. Governing Policies, Regulations and Laws
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 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.

29. Data Collection
By signing this space application and contract, the exhibiting company authorizes Show Management and ACM to request and receive the company’s ordering data for services from official show contractors, for use in obtaining customer service insights about show services.