

ACM SIGAda '99 International Conference and Exhibition

Exhibit Space Rental Application / Contract

Exhibit Dates: Oct. 19-20, 1999

Location: Crowne Plaza Redondo Beach & Marina Hotel; 300 North Harbor Drive; Redondo Beach, CA

Check one (space is guaranteed for rentals received on or before Aug. 15, 1999, and is subject to availability thereafter):

Exhibitor: \$2000

Small Company Exhibitor (contact us to see if you qualify): \$700

Silver Sponsor/Exhibitor: \$3000

Gold Sponsor/Exhibitor: \$4000

Platinum Sponsor/Exhibitor: \$5000

Each level includes a complimentary Conference registration, a link from the SIGAda '99 Web site, and four free Exhibitor badges. Additional Exhibitor badges are available at \$50 each; this fee is waived for Silver, Gold, and Platinum level sponsors.

Fee for small company exhibitor includes one table-top booth. Fee for all other exhibitor levels includes one 10'x8' booth with pipe and drape, 3' side walls, 8' back wall, carpet, identification sign, two chairs, two skirted 6' tables, and electricity. See floor plan for booth selection.

Silver sponsorship includes two half-page advertisements. Gold sponsorship includes two full-page advertisements. Platinum sponsorship includes a 2nd complimentary Conference registration. Sponsor advertisements will appear in the Conference Proceedings and the Final Program.

Enclosed is our check for \$_____ made payable to ACM SIGAda '99.

We request booth number: (1st choice)_____ ; (2nd choice)_____ ; (3rd choice)_____

Instructions:

① Please carefully read this contract, including the Terms, Conditions and Rules, and print or type all information requested

② Complete and sign original copy and remit total exhibit space rental to:

ACM SIGAda '99
c/o Edward Colbert, Treasurer
Absolute Software Co., Inc. (760) 929-0612 (Phone)
1444 Sapphire Dr. (760) 929-0236 (FAX)
Carlsbad, CA 92009-1200 colbert@abssw.com

Make checks payable to **ACM SIGAda '99** (confirmation of your booth assignment will be sent along with additional information).

③ **Company Contact Person:** Name of person in charge of exhibit, to whom instructions should be sent (include address and telephone number if different from ② below):

④ **Address information to be listed in directory** if different from information listed below:

⑤ **Display description:** The following items/information will be displayed in the booth and should appear as written below:

⑥ **Companies from whom you desire separation:**

⑦ **Companies you wish to be near:**

ACM SIGAda '99, in its sole discretion, reserves the right to make changes in space assignment that it deems are in the best interest of the Exhibition.

⑧ **Enclosed is the full payment for the total Exhibit Space Rental.** The undersigned agrees to the following provisions: Space will be assigned by ACM SIGAda '99. Exhibitor and ACM SIGAda '99 shall be bound by the *Terms, Conditions, and Rules for Exhibiting in an ACM SIGAda-Sponsored Exhibition*, which has been received and considered as part of this agreement.

Company/Organization: _____

Mailing Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____ E-Mail address: _____

By: _____ Date: _____

(Authorized Signature)

Name: _____ Title: _____

(Please Print)

FAX Form to (760) 929-0236. Retain a copy for your records. Please read attached Terms, Conditions and Rules.

Terms, Conditions and Rules for Exhibiting in an ACM SIGAda-Sponsored Exhibition

1. Purpose of Exhibit

The Association for Computing Machinery's Special Interest Group on Ada (ACM SIGAda), hereinafter "Sponsor", is an educational and technical society organized to provide a mechanism for promoting interchanges between the various disciplines represented within the information processing community. As such, it sponsors conferences such as the ACM SIGAda '99 International Conference and Exhibition (hereinafter "SIGAda '99") as one means of accomplishing this end. The main purpose of these conferences is educational, and the Exhibition staged in conjunction with the technical sessions is a vital element of this educational process. Any selling, price posting, or order taking is limited to the Exhibition floor. Further, Exhibitor accepts full responsibility for compliance with state and local regulations including the collection and remittance of any required taxes.

2. Indemnity and Limitation of Liability

Neither the Sponsor nor the Crowne Plaza Redondo Beach and Marina Hotel (hereinafter "Hotel") nor any of their officers, agents or other representatives, shall be 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 visitors, officers, agents, employees or other representatives, resulting from their theft, fire, water, accident, or any other cause. The Exhibitor shall indemnify, defend and protect the Sponsor and the Hotel and save the Sponsor and the Hotel, harmless from any and all claims, demands, suits, liability damages, loss, costs, attorneys' fees and expenses of any kind which might result from or arise of any action or failure to act on the part of the Exhibitor or its officers, agents, employees or other representatives. It is the responsibility of the Exhibitor to maintain proper insurance coverage for its property and liability, and to pay any music licensing fees, if music is used.

3. Assignment of Exhibit Space

SIGAda '99 shall assign the Exhibit Space to the Exhibitor for the period of the Exhibition. Such assignment is made for the period of this Exhibition only and does not imply that the same or similar space be held or offered for future exhibits. Every effort will be made to respect the Exhibitor's space choices whenever possible, but SIGAda '99 reserves the right to transfer assignments when such action is deemed to be in the best interest of the total Exhibition. SIGAda '99 reserves the right to withdraw its acceptance of this Application/Contract if it determines in its sole discretion that the Exhibitor is not eligible to participate or the Exhibitor's product or services is not eligible to be displayed in this Exhibition.

4. Use of Exhibit Space

The Exhibitor shall not assign to a third party its right hereunder to the Exhibit Space or any portion thereof without the prior written consent of SIGAda '99, which it may withhold at its sole discretion. If such consent is given, the Exhibitor shall assume full responsibility for the conduct of the assignee and all its representatives, and the Exhibitor shall not charge its assignee more than a proportionate share of its exhibit fee based on the amount of Exhibit Space assigned.

5. Exhibit Hours

SIGAda '99 will establish exhibit hours and reserves the right to make changes; however, such changes will be made as far in advance of the Exhibition as possible. Each Exhibitor is required to keep at least one attendant in his/her booth during all exhibit hours; failure to do so may result in removal of his/her exhibit from the Exhibition at his/her expense.

6. Installation and Dismantling

The Exhibitor explicitly agrees that in the event he/she fails to install his/her products in assigned Exhibit Space or fails to remit payment for required space rental at time specified, SIGAda '99 shall have the right to take possession of said space and lease same or any part thereof to such parties and upon such terms and conditions that it may deem proper. In addition the Exhibitor shall not dismantle or otherwise interfere with the orderly conduct and display of the exhibits until the Exhibit Floor is finally closed to the public.

7. Displays and Decorations

Merchandise, signs, decorations or display features shall not be pasted, taped, nailed, or tacked to the walls. No Exhibit, merchandise or equipment shall be left in any aisle, but shall be confined to the Exhibit Space. No signs or advertising devices shall be displayed outside Exhibit Space or projecting beyond limits of Exhibit Space so as to interfere with any other Exhibit.

8. Fire Regulations

Exhibitor shall not pack merchandise in paper, straw, excelsior or any other readily flammable material. All cartons stored by Exhibitor in the Hotel shall be emptied of contents. Exhibitor shall use no flammable decorations or covering for display features, and all fabrics or other material used for decoration or covering shall be flameproof. If required by local law or ordinances, Exhibitor shall have on hand in its Exhibit Space a notarized affidavit establishing that its display material has been treated during the last year by an approved chemical. All wiring devices and sockets shall be in good condition and meet the requirements of local law.

9. Union Labor

Exhibitor must comply with all applicable union regulations.

10. Booth Equipment and Services

Space rental includes those items listed in the accompanying Exhibit brochure or letter.

11. Storage and Packing Crates and Boxes

Exhibitor will not be permitted to store packing crates and boxes in the booth or the Exhibit Hall during the Exhibit, but these, when properly marked, will be stored and returned to the booth by service contractors. It is the Exhibitor's responsibility to mark and identify all crates and boxes. Crates and boxes not properly labeled may be destroyed. No trunks, cases, or packing material shall be brought into or out of the Exhibit Space during exhibit hours.

12. Exhibition Services and Information

SIGAda '99 has arranged with the Hotel to provide Exhibition Services including piping/draping, tables and chairs, electricity, nightly cleaning and trash removal, receipt and holding of inbound booth shipments and their transfer to the Exhibition floor before exhibit setup opens, storage of empty boxes and crates during the Exhibition, and informing Exhibitor of options for post-Exhibition outbound shipments. These services are included in the Exhibit Fee. An Exhibitor Kit will be sent to the Exhibitor in August 1999 with further specific information about the Exhibition Services. SIGAda '99 assumes no responsibility or liability for any of the services performed or materials delivered by the Hotel or any other party in connection with the Exhibition Services.

13. Observance of Laws

Exhibitor shall abide by and observe all laws, rules, regulations and ordinances of any applicable government authority and all rules of the Hotel.

14. Cancellation or Termination of Contract

If because of war, fire, strike, Exhibit facility construction or renovation project, government regulation, public catastrophe, Act of God, or the public enemy or other cause beyond the control of SIGAda '99, the Exhibit or any part thereof is prevented from being held, is canceled by SIGAda '99, or the Exhibit Space becomes unavailable, SIGAda '99 shall in its sole discretion determine and refund to the Exhibitor its proportionate share of the balance of the aggregate exhibit fees received which remains after deducting expenses incurred by SIGAda '99 and reasonable compensation to SIGAda '99. In no case shall the amount of refund to Exhibitor exceed the amount of the exhibit fee paid.

15. Exhibitor Cancellation

Cancellation of any portion of this Application/Contract by the Exhibitor will be accepted upon the following refund schedule: on or before August 31, 1999 - 50% of contract. After August 31, 1999 - no refund. Except as the Exhibitor's rental obligation may be reduced as set forth in the preceding sentence, the Exhibitor is responsible for total booth rental irrespective of the reason for the cancellation by the Exhibitor because of the failure of an Exhibit to arrive for any reason.

16. Exhibitor Conduct

Exhibitor and its representatives shall not congregate or solicit trade in the aisles. The prior written consent of SIGAda '99 is required for the employment or use of any live model, demonstrator, solicitor or device for the mechanical reproduction of sound. Such employment or use shall be confined to the Exhibit Space. SIGAda '99, in its sole and absolute discretion, may withdraw its consent at any time, in which event Exhibitor shall terminate such activity immediately. All promotional plans must be submitted to SIGAda '99 for approval. Distribution of pamphlets, brochures or any advertising matter must be confined to the Exhibit Space. Exhibitors are prohibited from bringing alcoholic beverages into the Exhibit area. Exhibitor shall refrain from any action that will distract attendees from attendance at the Exhibit during open hours. Exhibitor shall not lead attendees from one Exhibit Space to another or to elevators or escalators. Exhibitor or any of its representatives shall not conduct itself in a manner offensive to standards of decency or good taste.

17. Photographs

No photographs shall be taken without prior consent of SIGAda '99 or the Exhibitors involved.

18. Agreement to Terms, Conditions and Rules

Exhibitor agrees to observe and abide by the foregoing Terms, Conditions and Rules and by such additional Terms, Conditions and Rules made by SIGAda '99 from time to time for the efficient or safe operation of the Exhibition, including but not limited to those contained in the contract. In addition to SIGAda '99's right to close an Exhibit and withdraw its acceptance of this Application/Contract, SIGAda '99 in its sole judgment may refuse to consider for participation in future Exhibitions an Exhibitor who violates or fails to abide by all such Terms, Conditions and Rules. There is no other agreement or warranty between the Exhibitor and SIGAda '99 except as set forth in this document. The rights of SIGAda '99 under this contract shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of SIGAda '99.