



**ACM SIGAda 2007 International Conference and Exhibition**

[NOT NECESSARY NOW: company/product descriptions for the Exhibits Guide will be solicited via email in September]

⑦ Companies from whom you desire separation:

Companies you wish to be near:

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 2007. ACM SIGAda 2007, in its sole discretion, reserves the right to make changes in space assignment that it deems are in the best interest of the Exhibition. Exhibitor and ACM SIGAda 2007 shall be bound by the *Terms, Conditions, and Rules for Exhibiting in an ACM SIGAda-Sponsored Exhibition (pages 3-4 of this application)*, which has been received and considered as part of this agreement.

Company/Organization: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail address: \_\_\_\_\_ Alternate: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Please Print)

**PAYMENT: Amount due: \$ \_\_\_\_\_**

Enclosed is our check made payable to ACM SIGAda 2007: \_\_\_\_\_

**- OR -**

**Credit Card (circle one): Visa / Mastercard / American Express**

Credit Card Number -- Please use large legible characters:

Good Thru /Valid Thru:

Name Exactly as on Card (print):

Billing Street Address: (Note that Billing City / State /Province / Country is \*not\* needed.) Billing Zip/Postal Code:

Cardholder's Signature: \_\_\_\_\_

**Mail, or FAX Form to: S. Ron Oliver, SIGAda 2007 Exhibits Chair (719) 479-4141  
(Call (719) 479-2297 by voice, first).**

**Retain a copy for your records. Please read attached Terms, Conditions and Rules.**

***ACM SIGAda 2007 International Conference and Exhibition***  
**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 2007 International Conference and Exhibition (hereinafter "SIGAda 2007") 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 Hyatt Fair Lakes Hotel (hereinafter referred to as "The 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 Hyatt, 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 2007 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 2007 reserves the right to transfer assignments when such action is deemed to be in the best interest of the total Exhibition. SIGAda 2007 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 2007, 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 2007 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 session breaks during exhibit hours.

**6. Installation and Dismantling**

Exhibitor's incoming shipments must arrive at the The Hotel on or before Monday, Nov. 5, 2007 (set-up day), in accordance with shipping instructions in the Exhibitor Kit. 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 2007 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 at 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.

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### **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. Shipping, 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 unless the Exhibit Chair agrees onsite, but these, when properly marked, will be stored and returned to the booth by service personnel. 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. Contractor Services and Information**

SIGAda 2007 has arranged with The Hotel to provide Exhibition Services including tables and draping, 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 September or October 2007 (approx. 1-2 months before the show) with further specific information about the Exhibition Services and shipping instructions. SIGAda 2007 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 Hyatt.

### **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 2007, the Exhibit or any part thereof is prevented from being held, is canceled by SIGAda 2007, or the Exhibit Space becomes unavailable, SIGAda 2007 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 2007 and reasonable compensation to SIGAda 2007. 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 October 1, 2007 = 50% of contract. After October 1, 2007, no refund will be made. 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**

The prior written consent of SIGAda 2007 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 2007, 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 2007 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 2007 or the Exhibitors involved, with the exception of photos SIGAda 2007 takes for the conference newsletter and/or post conference CD or DVD.

### **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 2007 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 2007's right to close an Exhibit and withdraw its acceptance of this Application/Contract, SIGAda 2007 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 2007 except as set forth in this document. The rights of SIGAda 2007 under this contract shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of SIGAda 2007.