



SC2004: Bridging Communities

David L. Lawrence Convention Center, Pittsburgh, PA

Exhibition: November 8-11, 2004

Conference: November 6-12, 2004

EXHIBITOR'S CONTRACT

The undersigned (hereinafter, called the "Exhibitor") hereby applies for space in SC2004, sponsored by the Association for Computing Machinery SIGARCH and the IEEE Computer Society (hereinafter called "Sponsors.")

Company Name

Street Address

For Overnight Express

City /State/Zip/Country

Contact

Title

*Telephone _____ Fax _____

E-mail

Web

*Non-U.S. companies list country and city telephone/fax codes.

BOOTH PREFERENCES: All exhibit space is priced at \$34.00 per square foot (U.S. dollars). Please indicate below your preference for location and configuration of booth space:

Booth Configuration: In-Line Island Peninsula

If you request in-line, do you want a corner? yes no

Please indicate your booth preferences:

1st choice : _____ 2nd choice : _____ 3rd choice: _____

Final size of booth desired: _____ x _____

Do you prefer location over a corner? yes no

Do you prefer middle & back or front & side of the exhibit floor?

For booth assignment purposes, please indicate your product category:

Storage Networking Communications Grid
Visualization Software Data Management Server

Locate our exhibit NEAR to (list exhibitors):

Locate our exhibit AWAY from (list exhibitors):

PAYMENT SCHEDULE:

50% of total cost of exhibit space due January 9, 2004

50% balance due June 11, 2004

Amount enclosed: \$ _____ (U.S. funds) for 50% of the space rental.

Avoid having your booth relocated... make required payments on time. Financial penalties apply for withdrawal or reduction, See paragraphs 13 and 14 on back of contract!

Make check payable to: SC2004

Mail check to arrive by: January 9, 2004

Mail checks to: ACM/IEEE SC2004, P.O. Box 643478, Pittsburgh, PA 15264-3478

Mail contract to: SC2004 Exhibition Management, Hall-Erickson, Inc., 98 E. Naperville Road, Suite 201, Westmont, IL 60559-1559 USA

Wire funds to: PNC Bank, N.A., 500 First Avenue, Pittsburgh, PA 15219, ACM/IEEE SC2004

Account # 1017632877

ABA # 043000096

Swift # PNCCUS33 (for international wires only)

ACCEPTANCE OF 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. Exhibitor warrants that he has the authority to enter into this Contract on behalf of his/her company/organization and agrees to pay rental for the exhibit space and to adhere to the payment schedule outlined above. Exhibitor agrees to be bound by each and every condition, rule and regulation of this contract as printed on the reverse side of this contract, and as included in the exhibitor manual, that are made a part hereof and fully incorporated herein.

Exhibitor authorizing

Title _____ Date _____

City /State/Zip/Country

Authorizing Signature

*Telephone _____ Fax _____

E-mail

This Exhibitor's Contract shall not be accepted, and shall not be binding upon the Sponsors, until executed by the authorized representative(s) of the Sponsors, if ever, at which time it shall become a binding Contract between the parties hereto.

Sponsor Signature _____ Date _____

FOR SHOW MANAGEMENT ONLY Phone: 630-434-7779, Fax: 630-434-1216

Priority Points:

Check Amount \$ _____ Check date _____ Check # _____

Deposit Due January 9, 2004 - US Dollars _____ Final Payment Due June 11, 2004 - US Dollars _____

Booth # (s) _____ Depth _____ x Width _____ Total square footage _____

RULES GOVERNING EXHIBITION

- 1. Sponsors: Principal Purpose.** The word "Sponsors" as used herein shall mean Sponsors as specified on reverse side. The word "Management" as used here in shall mean the Sponsors, their officers or committees or agents or employees acting for it in the management of the Exhibition. The Sponsors are educational, scientific and technical societies organized to provide a mechanism for promoting interchange between the various disciplines represented within the information processing community. As such, they sponsor 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. No selling or order taking will be permitted on the Exhibition floor or other areas controlled by SC2004 during the Exhibition. The Sponsors 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.
- 2. Sub-Leasing.** Exhibitor may not sublet his/her space, nor 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 required for the proper demonstration or operation of Exhibitor's display, in which case identification of such articles shall be limited to the regular nameplate or other identification which in standard practice appears normally on them. Exhibitor may not permit in the booth non-exhibiting companies' representatives. Rulings of the Management shall in all instances be final with regard to use of any exhibit space.
- 3. Eligible Exhibits.** Management has sole right to determine the eligibility of any company or product for inclusion in the Exhibition.
- 4. Limitation of Liability.** Neither the Sponsor, nor the Exhibition Management (Hall-Erickson, Inc.) nor the David L. Lawrence Convention Center nor the City of Pittsburgh, nor any of their 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 Sponsors, Management, the David L. Lawrence Convention Center and the City of Pittsburgh against, and hold and save Sponsors, Management, the David L. Lawrence Convention Center, and the City of Pittsburgh harmless from, any and all claims, demands, suits, liability, damages, loss, attorney's fees 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. All Exhibitors are required to provide for their own floater insurance coverage, protecting against damage, loss or theft, and business auto coverage.
- 5. Installation - Showing - Dismantling.** Hours and dates for installation, showing, and dismantling shall be those specified by Management. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the Exhibition before conclusion of this dismantling period as specified by Management.
- 6. Damage to Property.** Exhibitor is liable for any damage caused to building floors, walls, or columns, or to standard booth equipment, or to other Exhibitor's property. Exhibitor may not apply paint, lacquer adhesive or other coating to building columns and floors or to standard booth equipment.
- 7. Alcoholic Beverages.** The use of alcoholic beverages in the exhibit hall is prohibited unless served at an official event held by the Sponsors.
- 8. Attendance.** Management shall have sole control over admission policies at all times.
- 9. Booth Representatives.** Exhibitor's booth representatives shall be restricted to employees of exhibiting company who are actually working in Exhibitor's booth. Booth representatives shall wear "EXHIBITOR" badge identification, furnished by Management, at all times. Management may limit the number of booth representatives at any time. All Exhibitor's company personnel other than those working in booth are to register as attendees at the Exhibition.
- 10. Demonstration Equipment Placement.** All demonstration equipment including operator's position must be located at least two feet removed from the aisle line of the exhibit area. No display material and/or equipment can be placed in meeting rooms of the David L. Lawrence Convention Center or in conference hotels without written permission from Management. Exhibitor warrants and agrees that the Exhibitor is solely responsible for assuring that its exhibit, demonstration(s) and all related materials are accessible to persons with disabilities and complies with all applicable provisions of the Americans with Disabilities Act.
- 11. Decoration.** Management shall have full discretion and authority in the placing, arrangement, and appearance of all items displayed by Exhibitor, and may require the replacing, rearrangement, or redecorating of any item or of any booth which Management deems inconsistent with the Principal Purpose of the Exhibition or inappropriate for any other reason, and no liability shall attach to Management for costs that may evolve upon Exhibitor thereby. Exhibitors building special background or side dividers must make certain that the surfaces of such dividers are finished in such a manner as not to be unsightly to Exhibitors in adjoining booths. If such surfaces remain unfinished at Noon on opening day of the Exhibition, Management shall authorize the official decorator to effect the necessary finishing and Exhibitor must pay all charges involved thereby.
- 12. Exhibitor's Representatives' Responsibility.** Exhibitor agrees to indemnify Management against and hold it harmless for any claims arising out of the acts or negligence of Exhibitor, his/her agents or employees.
- 13. Exhibitor's Withdrawal.** Fifty percent of total cost of exhibit space under contract will be retained by SC2004 when written notice of intent to withdraw is received at the SC2004 Exhibition Management office prior to 06-11-2004. No refunds will be issued for withdrawal notices received on or after 06-11-2004. Withdrawal notice does not eliminate financial liability of balance due when withdrawing.
- 14. Exhibit Space Reduction.** Exhibitors who reduce contracted exhibit space after SC2003 space selection meeting (November 2003) will be charged 50% of originally purchased exhibit space plus an additional 10% penalty on originally blocked space at a minimum. Additional charges may apply, depending on final booth size.
- 15. Exhibitor's Admittance During Non-Show Hours.** Booth representatives will be permitted to enter the Exhibition between 8:00 a.m. and the official show closing hour during each day of the show, with the exception of the final night. Exhibitors having special problems that require additional time must check at Management office on the previous day.
- 16. Exhibitor's Discussions; Costumes; Promotion.** Exhibitor shall not engage in any activities in the aisles or in booths other than his/her own. Exhibitor's representatives wearing distinctive costumes, or carrying banners or signs separately or as part of their apparel must remain in their own booths.
- 17. Failure to Hold Exhibition.** Except as the Exhibitor's rental obligations may be reduced as set forth in paragraph 13, 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, or cancellation by Sponsors of the Exhibition, in whole or in part, as the result of riot, strike, civil disorder, act of war, act of God, or any other reason of any kind whatsoever not within Sponsors' control.
- 18. Floor Load.** Under no circumstances may the weight of any equipment or exhibit material exceed the hall's maximum floor load. Exhibitor accepts full and sole responsibility for any injury or damage to property or person resulting from failure, knowingly or otherwise, to distribute the load of his/her exhibit material in conformity with the maximum floor load specifications.
- 19. Flammable Materials.** No flammable fluids or materials of any nature may be used in any booth and/or decorative materials, including any materials the use of which is prohibited by national, state or city fire regulations.
- 20. Lotteries; Contests.** The operation of games of chance or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only on written approval from Management.
- 21. Noise and Odors.** No noisy or obstructive work will be permitted during open hours of the Exhibition, nor will noisily operating displays, nor exhibits producing objectionable odors, be allowed.
- 22. Obstruction of Aisles or Booths.** Any demonstration or activity that results in excessive obstruction of aisles or prevents ready access to nearby Exhibitor's booth shall be suspended for any periods specified by Management.
- 23. Regulations Governing Displays.** Regulations relating to maximum allowable heights of back wall and sidewall display panels are included with Exhibitor Prospectus and will be amplified and repeated in Exhibitor Manual to be distributed in August 2004.
- 24. 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. Management reserves the right to reject, eject, or prohibit any exhibit in whole or part, or Exhibitor or his/her representatives, with or without giving cause. If cause is not given, liability shall not exceed the return to Exhibitor of the amount of rental unearned 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.
- 25. 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 machinery and equipment.
- 26. Samples; Souvenirs.** Samples, souvenirs, publications, etc. may be distributed by Exhibitor only from within his/her booth. The distribution of any article that interferes with the activities in or obstructs access to neighboring booths, or that impedes aisles, is prohibited. Balloons (air or helium) are prohibited.
- 27. Signs; Sign Copy; Illumination.** No "sold" signs of any nature which designate prices or notices of "sales", etc., are permitted. Electric flashers are prohibited. Should the wording on any sign or area in an Exhibitor's booth be deemed by Management to be contrary in any way to the best interest of the Exhibition, Exhibitor shall make such changes or remove sign as requested by Management. Management's decision will be final in such matters.
- 28. Sound Amplifying Reproducing Equipment.** The use of sound systems is permissible, provided they are not audible more than 3 feet into the aisle or into neighboring booths, and that the sound is directed exclusively into the Exhibitor's booth. Management shall have absolute control over this regulation, the intent of which is to ensure that sound systems shall not be audibly objectionable to neighboring Exhibitors. Sound amplification may be used by an Exhibitor only for the dissemination of information to the SC2004 audience directly relating to products and/or services of the particular Company displaying such products and/or services at SC2004.
- 29. Amendment to Rules.** Any matters not specifically covered by the preceding Rules shall be subject solely to the decision of Management. These Rules may be amended at anytime by Management, and all amendments so made shall be binding on Exhibitor equally with the foregoing Rules and Regulations.
- 30. Agreement to Rules.** Exhibitor, self and employees, agrees to abide by the foregoing Rules and by any amendments that may be put into effect by Management.