INSTRUCTIONS

Complete and return to:
DAC 2020, c/o Hall-Erickson, Inc., Exhibition Management,
98 E. Chicago Ave. Suite 201, Westmont, IL 60559, USA
tel +1 630.434.7779, fax +1 630.434.1216, exhibits@2020dac.com

Payment Terms - A deposit will be due on the date noted on the invoice. The amount due will depend on the date the contract was received and amount of licensed space. Final payment will be due February 3, 2020 or on the date noted on the invoice.

COMPANY INFORMATION

corporation/organization

mailing address
city  state  zip

telephone
web address

contact name

corporate email

name

title

Company Liaison Information

contact name

e-mail

By signing this contract, the exhibitor agrees to receive materials by email, email ___________________________________________________________________ contact name ___________________________________________________________________

EXHIBIT SPACE APPLICATION/CONTRACT

57th Design Automation Conference
Conference: July 19-23, 2020 • Exhibits: July 20-22, 2020
Moscone West, San Francisco, CA

ACCEPTANCE OF CONTRACT

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. This agreement made this date, by and between the undersigned, hereinafter referred to as “Exhibitor” and the Association for Computing Machinery, and The Institute for Electrical and Electronics Engineers on behalf of the 2020 ACM/IEEE 57th Design Automation Conference, hereinafter referred to as “DAC”. By agreeing to this contract, Exhibitor agrees to be bound by the terms, regulations and conditions listed on page two of this agreement, and as included in the exhibitor manual, and as defined by Hall-Erickson, Inc. (“HEI”; “The Management”). The exhibitor expressly consents to abide by the rules and to comply with Management’s enforcement of the rules. The exhibitor further agrees to submit all promotional plans for pre-approval.

If Management, in its sole discretion, determines an exhibitor has violated the rules, the violating exhibitor, after receiving a single official warning and failing to correct the violation, shall incur a severe and appropriate penalty until the exhibitor comes into compliance to the reasonable satisfaction of The Management.

Name

Authorizing Signature

Date

EXHIBIT SPACE PRICING

Pricing for 2020 follows a graduated discount system based on size of the exhibit space according to the schedule below. Exhibit space must be purchased in 10’ x 10’ increments.

The cost for exhibit space is as follows:
• The first 100 square feet of exhibit space is $46.50 per square foot
• From 101 to 800 square feet the cost is $37.50 per square foot
• From 801 - 2000 square feet the cost is $34.25 per square foot
• 2001 square feet and above the cost is $30.75 per square foot

Suite-only pricing
Cost is $51.00 per square foot.
Suite-only space is available exclusively to first-time 2020 DAC participating companies.

EXHIBIT SPACE DIMENSIONS

1. Total exhibit space required ___________ square feet.

Dimensions: ___________ feet X ___________ feet

Booth # 1st ___________  2nd ___________  3rd ___________

Note that per Clause 12 of the agreement, Management, at its sole discretion, reserves the right to make changes in space assignments that it deems are in the overall best interest of the exhibition.

2. Total suite space required (subset of total exhibit space).

Suite space ___________ square feet.

GUIDELINES FOR SUITE SPACE

DAC provides Suite space on the following basis:
• Exhibit space of 100 sq. ft. – no Suite space provided.
• Exhibit space from 200 to 400 sq. ft. – at least 100 square feet of your floor space must be public booth space.
• Exhibit space greater than 400 sq. ft. – at least 25% of your floor space must be public booth space.

Keep in mind that DAC does not allow Suite walls within 5’ of a main traffic aisle, so the entrance to your Suite must open either into your public booth space or the area designated as “Suite Only Access”.

FOR EXHIBITION MANAGEMENT ONLY

DATE APPLICATION RECEIVED BY REQUESTED SQ. FT.

DEPOSIT RECEIVED $ CHECK #

CHECK DATE

ASSIGNED EXHIBIT SPACE(S)

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

_________________ X ______________ = ______________

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• Exhibit space greater than 400 sq. ft. – at least 25% of your floor space must be public booth space.

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Corporate email

Telephone

Telephone

Mailing address

city  state  zip

WEB ADDRESS

corporate email

Name

Contact name

e-mail

By signing this contract, the exhibitor agrees to receive materials by email, email ___________________________________________________________________ contact name ___________________________________________________________________
1. PURPOSE AND ARRANGEMENT OF EXHIBITS The main purpose of the DAC is educational and the exhibits together with the technical sessions are vital elements of this process. Management and the Exhibitor agree that the purpose of the Exhibition is educational, and will conduct them accordingly. Attendee surveys have consistently shown that attendees want Exhibitors to present detailed content and live demonstrations to illustrate the capabilities of their products rather than simple overview presentations of the products. The exhibits shall not be used to promote the general view nor hide the exhibits of others. Plans for specially-built displays not in accordance with regulations should be submitted to Management before construction is ordered.

Licensed Space. Exhibitor is licensed to use exhibit space which includes the following exhibit equipment: 5' backwall from aisle-to-aisle; 36” high side rails, 100% of the floor area of the licensed space; a sign no larger than 10' x 15' located on the main backwall facing the aisle; two signs no larger than 5' x 10' located on the sidewalls; and a sign no larger than 5' x 10' on the backwall facing the aisle. The Exhibitor shall not assign, sublicense or permit the whole or any part of the exhibit space licensed to Exhibitor or to have representatives, equipment or materials from any other firm than their own in the exhibit space without the written consent of Management. Only one company shall be considered as the Exhibitor, and no other company is licensed to use the space unless said company or unit is a subsidiary or affiliate of the Exhibitor.

4. UNION LABOR Exhibitor agrees to participate and will be strictly enforced by Management.

10. LIABILITY TO PERFORM If DAC should be prevented from holding the Exhibition by any cause beyond its control (such as fires, strikes, Acts of God, etc.) or if it cannot permit Exhibitor to occupy his space due to circumstances beyond its control, DAC will refund to the Exhibitor the amount of the license fee paid by them, and DAC shall have no further obligation or liability to the Exhibitor.

11. OBSERVANCE OF LAWS Exhibitor shall abide by and observe all laws, regulations and ordinances of any applicable government authority and all rules of Moscone West Convention Center. Exhibitor is required by the applicable state laws to be solely responsible for the collection and remittance of any sales or other taxes imposed on them.

12. ASSIGNMENT OF EXHIBIT SPACE Management shall assign the exhibit space to the Exhibitor for the period of the Exhibition (provided the exhibit building is made available to Management) in priority order based on the Design Automation Conference priority rules and/or receipt of contract. Such assignment is non-transferable for the entire period 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 choice whenever possible, but Management’s decision will be final. Management reserves the right to transfer assignments when such action is deemed to be in the best interest of the total Exhibition. Management will determine, in its sole discretion, that the Exhibitor is not eligible to participate or the Exhibitor’s product or service is not eligible to be displayed in this exhibit, provided, however, that Management will refund to the exhibitor any fees paid by Exhibitor.

13. AMENDMENTS The regulations have been formulated for the best interest of the Exhibitors as well as this Exhibition and DAC. All matters and questions not covered by these regulations or in the “Exhibition Operating Rules and Regulations” are subject to the decisions of Management. This contract and/or the “Exhibition Operating Rules and Regulations” may be amended at any time by Management upon prior written notice and all amendments that may be so made shall be equally binding on all parties affected by them as by the original regulations. Management has sole right to determine the eligibility of any company or product for inclusion in the Exhibition.

14. ATTENDEE LIST AGREEMENT Subsequent to the Design Automation Conference, Management shall send to the Exhibitor a list of names and addresses of the registrants. The Exhibitor explicitly agrees that it will use the list only for post-conference follow-up with customers or potential customers in connection with the Exhibitor’s own business, and will not give a copy to any other person or entity or permit any such person to use the list for any purpose whatsoever. In the event of any violation of this agreement by the exhibitor, and in addition to all other remedies, Management may deny the exhibitor any participation in future Design Automation Conferences.

15. PUBLICITY Management may use Exhibitor’s name and any non-confidential materials provided by Exhibitor on Management’s website and for internal and trade purposes, but only for the purposes of promoting this Exhibition.

16. MISCELLANEOUS This contract shall be subject to interpretation by New York law and the venue for all legal proceedings involving or arising for this contract shall be in the State of New York. No waiver of any term or condition of this contract by either party shall be deemed to imply or constitute a further waiver of the same term or condition or any other term or condition of this contract. Note: It is the Exhibitor’s responsibility to understand the guidelines governing Exhibitor participation as set forth in this contract and the “Exhibition Operating Rules and Regulations”. Please refer to these when necessary or call the DAC office for further information.

Deposits and Cancellation Policy A 40% deposit is due on August 1, 2019 or on the date noted on invoice; the amount will depend on the date the contract was received and amount of licensed space. Full payment is due by February 3, 2020 or on the date noted on invoice. Contracts received after February 3, 2020 will be invoiced for 100% of the amount due.

In the event Exhibitor pays the 40% licensing deposit but fails to pay the portion of the licensing fee due, DAC reserves the right to cancel the contract, in which case Exhibitor is obligated to pay the remainder of the licensing fee; or (2) leaving this contract in effect, in which case Exhibitor will be liable for the remainder of the licensing fee.

Exhibitors with contracted space as of February 4, 2020 are liable for 100% of the license fee for the contracted space. Exhibitor shall be liable for the total licensing fee unless Exhibitor notifies Management in writing of its intent to cancel, in which case Exhibitor’s obligation to pay shall be as set forth below. Any amount payable to DAC pursuant to this contract and not paid by the dates in the schedule below shall bear interest at the rate of 1.5% per month, or the maximum legal rate, whichever is less. In the event Exhibitor reduces space, Exhibitor shall be obligated to pay the licensing fee for the amount of space reduced as set forth in the cancellation schedule below. However, Exhibitor shall not be permitted to reduce space unless Exhibitor has paid all amounts owed to DAC, including the deposit. DAC reserves the right to require that the Exhibitor’s licensing deposit, if any, shall bear interest at the rate of 1.5% per month, or the maximum legal rate, whichever is less. DAC shall have no further obligation or liability to the Exhibitor. DAC shall have no further obligation or liability to the Exhibitor.

CANCELLATION/REDUCTION OF SPACE FORFEITURE SCHEDULE Upon contract submission through September 30, 2019: No penalty on cancellation or reduction of licensed space.

After September 30, 2019 but before February 3, 2020: 40% of the total license fee for cancellation or reduction in exhibit space.

On or after February 3, 2020: 100% of the total license fee for cancellation or reduction in exhibit space. No refund or credit at any time.

The DAC office must be notified in writing by the Exhibitor of any cancellation or reduction in space. Cancellation of space as a result of a merger will be charged a penalty based on the above cancellation forfeiture schedule. The Exhibitor assumes responsibility and hereby agrees to indemnify DAC for all losses, damages, or costs resulting in whole or in part from DAC’s cancellation or reduction of space. DAC is not responsible for any damages, costs, or losses resulting in whole or in part from DAC’s cancellation or reduction of space. The participating hotels have contractually agreed to, and are bound by, this provision. There are no exceptions to this cancellation rule.