EXHIBIT SPACE APPLICATION/CONTRACT
58th Design Automation Conference
Conference: July 11-15, 2021 • Exhibits: July 12-14, 2021
Moscone West, San Francisco, CA

INSTRUCTIONS
1. Please read both sides of this contract carefully for the rules and regulations and print or type all information requested.

2. Complete and return to:
DAC 2021, 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@2021dac.com

3. All requests for increases or decreases in exhibit space size must be submitted in writing.

4. A 40% deposit is due September 30, 2020, or 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 1, 2021 or on the date noted on the invoice.

EXHIBIT SPACE PRICING - Design Infrastructure Alley
Exhibit space must be purchased in 10’ x 10’ increments.
The cost for DIA pavilion exhibit space is as follows:*  
• $8,650.00 for a 10’ x 10’ inline booth (100 square feet)  
• $12,400.00 for a 10’ x 20’ inline booth (200 square feet)  
• $15,880.00 for a 10’ x 30’ inline booth (300 square feet)  
• $19,000.00 for a 20’ x 20’ island booth (400 square feet)

* Larger booth spaces are available. Contact Patrick Filippelli, DAC Sales Manager, at PFilippelli@heiexpo.com or 630.929.7960.

ACCEPTANCE OF CONTRACT
This agreement made this date, by and between the undersigned, hereinafter referred to as “Exhibitor” and the Association for Computing Machinery, Electronic Design Automation Consortium, and The Institute for Electrical and Electronics Engineers on behalf of the 2021 ACM/IEEE 58th 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 defined by Hall-Erickson, Inc. (“HEI”, “The Management”).

EXHIBIT SPACE DIMENSIONS
1. Total exhibit space required ______________ square feet.
Dimensions: ___________ feet X ___________ feet  
(must be in 10’x10’ increments)

Booth # 1st ___________ 2nd ___________ 3rd ___________

Additional comments:

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.

COMPANY LIAISON INFORMATION

corporate name

corporate mailing address

city    state  zip/postal code
country

telephone

date

By signing this contract, the exhibitor agrees to receive materials by email, and U.S. Mail from DAC and its representatives and agents.

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 ___________ = _______________________

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.
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 for industrial products. The Exhibitor agrees not to construct 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' high backwall displays, 10' x 10', 10' x 20', 10' x 30', 36' high side rails, suite walls and carpet according to the schedule on the opposite page, plus a 17' x 11' sign featuring the Exhibitor’s name and booth number (linear booths only). Aisle carpeting, general guard security and general aisle cleaning are provided.

However, Management accepts no liability for losses or damages of any kind sustained throughout the Exhibition, except for losses or damages caused by the sole negligence or willful misconduct of Management. The parties to this contract agree that this agreement is a license to use exhibit space and not a lease or sublease of real property.

Linear Booths (10’ x 10’, 10’ x 20’, 10’ x 30’) Smaller linear booths with a common backwall touching an aisle may be provided for companies who desire a booth to be in the main hall (8’ wide, 8’ high backwall, 7’ 6” for perimeter) and the midds would drop to 48”, 5’ from the aisle. Every Exhibitor shall be provided with a backwall of at least 10’ wide. Suite usage in linear booths must have approval of Management.

Island Exhibits have four open sides. Booth structure may not exceed 16’ hanging signs are allowed but must be within the booth footprint with the top of the sign not exceeding 22’. Split-island Exhibits are open on three aisles. The common backwall for this type of exhibit may be a backwall from aisle-to-aisle, however, the backwall may not exceed 10’. Booth structure may not exceed 16’. Hanging signs are allowed but must be within the booth footprint with the top of the sign not exceeding 22’. Hanging signs must be within the booth footprint and must be positioned so that the sign copy may not be visible from the neighboring split-island booth.

2. EXHIBITION OPERATING RULES AND REGULATIONS Exhibitor agrees to be bound by the rules and regulations established in the “Design Automation Conference Exhibition Operating Rules and Regulations”; provided, however, that in the event of a conflict between such Rules and Regulations and this agreement, this agreement shall prevail. This document details the conditions under which Exhibitors agree to participate and will be strictly enforced by Management.

3. FIRE, SAFETY AND HEALTH The Exhibitor assumes all responsibility for compliance with local, city and state ordinances and regulations covering fire, safety and health. Further, exhibitors agree to comply with all Fire, Safety and Health guidelines as defined in the “Exhibition Operating Rules and Regulations”.

4. UNION LABOR Exhibitor must comply with all union regulations applicable to installing, dismantling and display of the exhibits.

5. SUBLICENSING OF SPACE 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 firms than their own in the exhibit space without the written consent of Management.

Exhibitor shall not enter into any subcontractor agreements or arrangements with companies or other service. No Exhibitor or representative shall contract for such services with other than the University, DAC and Management. The Exhibitor agrees not to enter into any sub-contracts with companies or other service. No Exhibitor or representative shall contract for such services with other than the University, DAC and Management. The Exhibitor agrees not to enter into any sub-contracts with companies or other service. No Exhibitor or representative shall contract for such services with other than the University, DAC and Management.

6. OFFICIAL CONTRACTORS The official contractor has been designated to perform services for an Exhibitor such as the rental of furniture, erection of exhibits, electrical work, plumbing, labor, cleaning and other service. No Exhibitor or representative shall contract for such services with other than the designated contractor. The Exhibitor agrees to comply with all rules and regulations applicable to the conduct of business operations on the exhibition floor.

7. LIABILITY AND INSURANCE The Exhibitor assumes entire responsibility for and hereby agrees to protect, indemnify, defend and hold harmless, DAC, Management, Moscone West Convention Center and its employees and agents, against all third party claims, losses and damages to persons or property, governmental changes or fines, and attorney’s fees finally awarded by a court of competent jurisdiction arising out of or caused by Exhibitor gross negligence or willful misconduct, excluding any such liability caused by the sole negligence of Moscone West Convention Center, its employees and agents. In addition, Exhibitor certifies that it has maintained insurance covering exhibit property and that it is the responsibility of the Exhibitor to obtain business interruption and property damage insurance covering such losses sustained through fire or other causes.

Insurance Requirements. All exhibitors participating in the DAC are required to obtain a general public liability insurance in the amount of one million dollars ($1,000,000) per occurrence. DAC and Moscone West Convention Center shall be named as additional insured on the general liability policy. Such insurance must be carried with insurance carriers approved by an insurance committee with a minimum 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 required to provide evidence of insurance in the form of a certificate of insurance issued by an insurance company with a minimum A.M. Best rating of A or higher and shall include coverage of the indemnification obligations of the exhibitor under these regulations.

8. CONVENTION CENTER AND HOTEL PUBLIC SPACE Public Space Management maintains control of all space in the convention center and official DAC hotels (defined as those hotels with which DAC has a room contracting agreement). The Exhibitor agrees not to be participating in the DAC and the Exhibitor agrees not to be participating in the Convention. The Exhibitor agrees not to be participating in the “Exhibition Operating Rules and Regulations” for use of any meeting rooms, hospitality space and suites.

9. UNOCUPIED SPACE Management reserves the right, should any Exhibitor’s licensed space remain unoccupied on the opening day, or should any space be forfeited due to the failure to make proper payment, to license any space to any other Exhibitor, or use said space in any other manner, but this clause shall not be construed as affecting the obligation of the Exhibitor to pay the full amount specified in its invoice for the licensed space under the terms of this contract.

10. INABILITY TO PERFORM Except as the Exhibitor’s license fee obligation may be reduced as set forth in paragraph 18, the Exhibitor is responsible for total license fee regardless 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 Exhibits, 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.

11. OBSERVANCE OF LAWS Exhibitor shall abide by and observe all laws, regulations and ordinances of any applicable government authority and all rules and 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 prior order of the Exhibitor’s priority rules and/or receipt of contract. Such assignment is made for the period of this Exhibition only and does not imply that the same or similar space be held or be offered for future exhibits. Every effort will be made to respect the Exhibitor’s space choices whenever possible, but Management’s decision will be final. Management reserves the right to make changes in the space if necessary or call the DAC office for further information.

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 all registered attendees. The Exhibitor agrees to use the list only for post-confer, including mail orders, 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. Notice: 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.

17. DEPOSIT AND CANCELLATION POLICY A 40% deposit is due on September 30, 2020 or contract submission through September 30, 2020. Contracts received after September 30, 2020 will be invoiced for 100% of the amount due.

In the event the Exhibitor pays the 40% licensing deposit but fails to pay the portion of the licensing fee due by January 2, 2021, Management has the option of either: (1) canceling this 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 1, 2021 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 under 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 schedule below. However, Exhibitor shall not be entitled to space reductions. Exhibitor has paid all amounts owed to DAC including any amount of licensed space. Full payment is due by February 1, 2021 or on the date noted on invoice. Contracts received after February 1, 2021 will be invoiced for 100% of the amount due.

18. CANCELLATION/REDUCTION OF SPACE FORFEITURE SCHEDULE Upon contract submission through September 30, 2020: No penalty on cancellation or reduction of licensed space. After September 30, 2020 but before February 1, 2021: 40% of the total license fee for cancellation or reduction in exhibit space. On or after February 1, 2021: 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. In the case of a merger, payments received will be transferred to the parent company. Cancellation of space as a result of a merger will be charged a penalty based on the above cancellation and reduction schedule. Management reserves the right to indemnify DAC and Management for the loss of any sales, present or future, which may result from cancellation or reduction of space. Hotel rooms and suites at the DAC participating hotels shall be canceled immediately upon notification of cancellation of exhibit space at the 2021 DAC. The participating hotels have contractually agreed to, and are bound by, this provision.

There are no exceptions to this cancellation rule.