

1. Purpose of Exhibit

The main purposes of this exhibit are technical and educational. The exhibition staged in conjunction with the technical sessions is a vital element of the conference. Order taking for distribution of goods at a later date is permitted during the Exhibit.

2. Terms of Booth Rental

Full payment of the exhibit rental fee must accompany the Application/Contract. Exhibitors submitting written requests for cancellation of booth space prior to 2 February 2009 will receive a refund of 50% of the total contract fee. No refunds will be made for cancellation requests received after this date.

3. Indemnity and Limitation of Liability

Neither ACM/CHI 2009 nor the host hotel/convention facility (hereinafter Exhibit Building), nor any of its 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 visitors, officers, agents, employees, or other representatives, resulting from theft, fire, water, or accident or any other cause. The Exhibitor shall indemnify, defend, and protect ACM/CHI 2009 and the Exhibit Building and save ACM/CHI 2009 and the Exhibit Building harmless from any and all claims, demands, suits, liability, damages, loss, costs, attorney's fees and expenses of any kind which might result from or arise out 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.

4. Assignment of Exhibit Space

ACM/CHI 2009 shall assign booth space to the Exhibitor for the period of the Exhibit (provided the Exhibit Building is made available to ACM/CHI 2009) in priority order based on receipt of a completed, signed Application/Contract accompanied by payment. Such assignment is made for the period of this Exhibit 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 booth preferences whenever possible, but ACM/CHI 2009's decision will be final. ACM/CHI 2009, in its sole discretion, reserves the right to make changes in booth assignments that it deems are in the overall best interest of the exhibit program. ACM/CHI 2009 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 are not eligible to be displayed in this Exhibit.

5. Use of Exhibit Space

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 ACM/CHI 2009, 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 the exhibit fee based upon the amount of Exhibit Space assigned.

6. Exhibit Hours

ACM/CHI 2009 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. Exhibitors are required to keep booths staffed by at least one attendant during all exhibit hours; failure to do so may result in removal of the Exhibit from the show at the Exhibitor's expense. Exhibitors are required to be fully set up one hour prior to the start of the exhibit program and cannot dismantle until after the close of the exhibit program.

7. Displays and Decorations

Merchandise, signs, decorations, or display fixtures shall not be pasted, taped, nailed, or tacked to walls. No exhibit, merchandise, or equipment shall be left in any aisle, but shall be confined to Exhibit space. No signs or advertising devices shall be displayed outside Exhibit space or projecting beyond limits of Exhibit space as to interfere with any neighboring Exhibit. Exhibits should not project beyond the space allotted or obstruct the view or interfere with traffic to other exhibits. The wings of an Exhibit should not project more than 3 feet from the back wall and may not be more than 48 inches high.

8. Union Labor

Exhibitor must comply with all union regulations applicable to installation, dismantling, and display of the Exhibits.

9. Fire Regulations

Exhibitor shall not pack merchandise in paper, straw, excelsior or any other readily inflammable materials. All cartons stored in the Exhibit Building shall be emptied of contents. Exhibitor shall use no inflammable decorations or covering for display fixtures 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.

10. Booth and Equipment Services

Space rental includes those terms listed in this Invitation to Exhibit.

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 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. Contractor Services and Information

ACM/CHI 2009 has, in the best interest of the Exhibitor, selected certain firms to serve as the official contractors to provide necessary services to the Exhibitors. Complete information, instructions, and schedules of prices regarding drayage, labor for set-up and dismantling, electrical work, furniture, special cleaning services, etc., will be included in the Service Kit to be forwarded after booth assignment has been confirmed. An Exhibitor Service Center will be maintained on the Exhibit Floor to facilitate service requirements from the Exhibitor. ACM/CHI 2009 assumes no responsibility or liability for any of the services performed or materials delivered by the foregoing persons and parties.

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 Exhibit Building. It is understood that in addition to complying with the specific exhibition requirements of ACM/CHI 2009, Exhibitors are subject to the rules and regulations of the host facility.

14. Insurance Information

ACM/CHI 2009 will endeavor to assist in the protection of exhibitors by providing 24-hour guard service. However, due to the tremendous value of exhibits, it is impractical and impossible to insure Exhibitors' equipment against loss, theft, damage, and breakage. Neither the Exhibit Building nor any of its employees nor representatives, nor any representative of ACM/CHI 2009, nor any subcontractor will be responsible for any injury, loss, or damage to the Exhibitor, the Exhibitor's employees, or property, however caused. In addition, the Exhibitor must assume responsibility for damage to the Exhibit Building property and indemnify and hold harmless the Exhibit Building from liability, which might ensue from any cause whatsoever, including accidents or injuries to Exhibitors, their guests, or employees. The Exhibitor must also assume responsibility for any accident, injury or property damage any person incurs while viewing his exhibit where such accident, injury, or property damage is caused by the negligence of the Exhibitor, agent, or employees. In view of the foregoing, Exhibitors are urged to place "extra territorial" and other coverage on equipment and exhibits, and arrange for extended public liability insurance with their regular insurance carrier, particularly if they are conducting experiments or demonstrations using heat or high voltage. ACM/CHI 2009 and the ACM/CHI 2009 Exhibits Management will cooperate fully but cannot assume responsibility for damage to Exhibitors' property or lost shipments, either coming into or going out of the premises, or for moving costs. Any damage due to inadequately packed property is Exhibitor's own responsibility. If Exhibit fails to arrive, Exhibitor will nevertheless be responsible for booth rent and no refund will be made. Exhibitors should carry insurance against such risks.

15. Hospitality Events

Hospitality space is available in designated conference hotels and the Exhibit Building. All hospitality suite functions are required to be registered with the Exhibit Coordinator and cannot conflict with any of the conference tutorial sessions, plenary sessions, technical sessions, or general receptions. Hospitality space is made available first to conference sponsors and then on a "first come, first served" basis to Exhibitors. Please contact the CHI 2009 Exhibit Coordinator for further information on reserving hospitality space.

16. Cancellation or Termination of Exhibit

If, because of war, fire, strike, Exhibit facility construction or renovation project, government regulation, public catastrophe, Act of God, public enemy, or other cause beyond the control of ACM/CHI 2009, the Exhibition or any part thereof is prevented from being held, is canceled by ACM/CHI 2009, or the Exhibit Space becomes unavailable, ACM/CHI 2009, in its sole discretion, shall determine and refund to the Exhibitor its proportionate share of the balance of the aggregate exhibit fees received which remain after deducting expenses incurred by ACM/CHI 2009 and reasonable compensation to ACM/CHI 2009. In no case shall the amount of refund to Exhibitor exceed the amount of exhibit fee paid.

17. Exhibitor Cancellation

Cancellation of any portion of this Application/Contract by the Exhibitor will be accepted only at the discretion of ACM/CHI 2009 and then only based upon the following refund policy. Prior to 2 February 2009, fifty percent (50%) of the total contract fee will be refunded. After 2 February 2009 no refunds will be given unless space is resold. If the space is resold, fifty percent (50%) of the total contract fee will be refunded. 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 Exhibitor or because of the failure of an Exhibit to arrive for any reason.

18. Exhibitor Conduct

Exhibitor and its representatives shall not congregate or solicit trade in the aisles. The prior written consent of ACM/CHI 2009 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 Exhibit Space. ACM/CHI 2009, 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 ACM/CHI 2009 for approval. Distribution of pamphlets, brochures, or any advertising matter must be confined to the Exhibit Space. Exhibitor is 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.

19. Photographs

No photographs shall be taken without prior consent of ACM/CHI 2009 and the Exhibitors involved.

20. Registration Lists

ACM/CHI 2009 will provide a one-time use registration list to Exhibitor, if requested by Exhibitor on the Application/Contract. A list is available 3 weeks prior to the conference or 8 weeks after it. Exhibitor must indicate which list is preferred on the Application/Contract. It is understood that the list is postal addresses only for a single use. Exhibitor agrees not to sell, lend or give lists to any parties outside of Exhibitor's organization.

21. Agreement to Conditions of Contract to Exhibit

Exhibitor agrees to observe and abide by the foregoing Conditions of Contract to Exhibit and by such additional Conditions of Contract made by ACM/CHI 2009 from time to time for the efficient or safe operation of the Exhibit including, but not limited to, those contained in this contract. In addition to ACM/CHI 2009's right to close an Exhibit and withdraw its acceptance of this Application/Contract, ACM/CHI 2009, in its sole judgment, may refuse to consider for participation in future Exhibits an Exhibitor who violates or fails to abide by all such Conditions of Contract to Exhibit set forth in the Application/Contract. There is no other agreement or warranty between the Exhibitor and ACM/CHI 2009 except as set forth in this document. The rights of ACM/CHI 2009 under this contract shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of ACM/CHI 2009.



State House built in 1700's overlooks the Boston Common