



# EXHIBIT SPACE APPLICATION/CONTRACT

48th Design Automation Conference, June 6-8, 2011

San Diego Convention Center, San Diego, California

## 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 sign original copy and send to:  
MP Associates, Inc., 48th DAC, 1721 Boxelder St., Ste. 107, Louisville, CO 80027, USA  
tel +1 303.530.4333, fax +1 303.530.4334.
3. All requests for increases or decreases in exhibit space size must be submitted in writing.
4. EDA Consortium corporate members receive a 10% discount on the cost of exhibit space. In order to be eligible for the discount exhibitors must either be EDA Consortium members for fiscal year 2011 by October 1, 2010, or have become a member prior to submitting this exhibit space application/contract.
5. A deposit will be due on September 1, 2010 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, 2011 or on the invoice date.

## EXHIBIT SPACE PRICING

Pricing for 2011 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.

For contracts received **prior to September 1, 2010**, the cost for exhibit space is as follows:

- **The first 100 square feet of exhibit space is \$38.50 per square foot**
- **From 101 to 400 square feet the cost is \$30.75 per square foot**
- **From 401 to 900 square feet the cost is \$29.25 per square foot**
- **From 901 to 1500 square feet the cost is \$28.00 per square foot**
- **From 1501 to 3000 square feet the cost is \$26.25 per square foot**
- **3001 square feet and above the cost is \$23.50 per square foot**

For contracts received on or **after September 1, 2010**, the cost for exhibit space is as follows:

- **The first 100 square feet of exhibit space is \$43.00 per square foot**
- **From 101 to 400 square feet the cost is \$34.50 per square foot**
- **From 401 to 900 square feet the cost is \$32.75 per square foot**
- **From 901 to 1500 square feet the cost is \$31.50 per square foot**
- **From 1501 to 3000 square feet the cost is \$29.50 per square foot**
- **3001 square feet and above the cost is \$26.50 per square foot**

## Suite-only pricing

**Cost for contracts received prior to September 1, 2010 is \$43.00 per square foot.**

**Cost for contracts received on or after September 1, 2010 is \$48.00 per square foot.**

Suite-only space is available exclusively to first-time 2011 DAC participating companies.

\_\_\_\_\_

company/organization

\_\_\_\_\_

mailing address

\_\_\_\_\_

city state zip/postal code

\_\_\_\_\_

country

\_\_\_\_\_

telephone

\_\_\_\_\_

web address

\_\_\_\_\_

corporate email

\_\_\_\_\_

name

\_\_\_\_\_

title

\_\_\_\_\_

authorized signature date

## EXHIBIT SPACE DIMENSIONS

1. **Total exhibit space required** \_\_\_\_\_ **square feet.**

Dimensions \_\_\_\_\_ feet X \_\_\_\_\_ feet  
(must be in 10'x10' increments)

Booth # 1st \_\_\_\_\_ 2nd \_\_\_\_\_ 3rd \_\_\_\_\_ choice.

2. **Amount of suite space required (subset of total exhibit space).**

Suite space \_\_\_\_\_ square feet.

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.

## GUIDELINES FOR SUITE PORTION

Exhibit space must have a portion of the area designated as public access to all attendees.

- Floor spaces less than 400 square feet - a minimum of 100 square feet of an Exhibitor's floor space must be public.
- From 401 to 6000 square feet - 25% of an Exhibitor's space must be public.
- From 6001 to 7500 square feet - a minimum of 1500 square feet of an Exhibitor's space must be public.
- Greater than 7500 square feet - 20% of an Exhibitor's space must be public.

DAC will only provide suite walls and carpet to the suite area of an exhibit space according to the above schedule.

## COMPANY LIAISON INFORMATION

\_\_\_\_\_

contact name

\_\_\_\_\_

company

\_\_\_\_\_

mailing address

\_\_\_\_\_

city state zip/postal code

\_\_\_\_\_

country

\_\_\_\_\_

telephone

\_\_\_\_\_

fax

\_\_\_\_\_

email

\_\_\_\_\_

financial contact

\_\_\_\_\_

financial contact email

This agreement is by and between the undersigned, hereinafter referred to as "Exhibitor" and the ACM/EDAC/IEEE 48th Design Automation Conference, hereinafter referred to as "DAC", the Association for Computing Machinery "ACM", the Institute for Electrical and Electronics Engineers "IEEE", Electronic Design Automation Consortium "EDAC", and MP Associates, Inc. "MPA", hereinafter collectively referred to as "Management". By agreeing to this contract, Exhibitor and Management agree to be bound by the terms, regulations and conditions listed on page two of this agreement and as defined by "Design Automation Conference Exhibition Operating Rules and Regulations" provided by Management.

## FOR MANAGEMENT'S USE ONLY

\_\_\_\_\_

total booth sq. ft. licensed

\_\_\_\_\_

contract received

\_\_\_\_\_

booth assigned

\_\_\_\_\_

total amount due

## REGULATIONS AND CONDITIONS OF CONTRACT

### 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 their products. The exhibits shall be arranged so as not to obstruct 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: 8' high backwall drape, 36" high side rails, suite walls and carpet according to the schedule on the opposite page, plus a 7" x 44" 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 through the exhibition. 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 have a full backwall (standard height is 8', maximum is 16') and the sidewalls must drop to 48", 5' from the aisle. Every Exhibitor shall be allowed a backwall of at least 10' wide. Suite usage in linear booths must have approval of Management. **Island Exhibits** have four open sides. **Split-Island Exhibits** are open on three aisles. The common backwall for this type of exhibit may be a full backwall from aisle-to-aisle; however, the backwall may not exceed 10'.

**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" included herein by reference. 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. Exhibitor further agrees 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. 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.

**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 said official contractor without the express written consent of Management, which, for reasons of security, in its sole discretion can deny such permission. In the event Exhibitor hires subcontractors to perform services for the event, Exhibitor shall: (a) remain fully responsible and liable for the subcontracted obligations and duties to the same extent as if Exhibitor had fulfilled the obligations and duties itself; (b) bear all responsibility for paying such subcontractors and not charge DAC for the services performed by such subcontractors; and (c) indemnify DAC against any damages arising from the acts or omissions of such subcontractors.

**7. LIABILITY AND INSURANCE** The Exhibitor assumes entire responsibility for and hereby agrees to protect, indemnify, defend and hold harmless, Management, San Diego Convention Center and its employees and agents, against all claims, losses and damages to persons or property, governmental charges or fines, and attorney's fees arising out of or caused by Exhibitor installation, removal, maintenance, occupancy or use of exhibit premises or a part thereof, excluding any such liability caused by the sole negligence of the San Diego Convention Center, its employees and agents. In addition, Exhibitor acknowledges that Management and the San Diego Convention Center do not maintain 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 exhibition.

**8. CONVENTION CENTER AND HOTEL 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 contract and is listed as a "participating hotel".) Exhibitor agrees to comply with guidelines as defined in the "Exhibition Operating Rules and Regulations" for use of any meeting rooms, hospitality suites and/or function space.

**9. UNOCCUPIED 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** If Management 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 the Exhibitor to occupy his space due to circumstances beyond its control, Management will refund to the Exhibitor the amount of the license fee paid by them, less a proportionate share of the exhibition expenses, and Management shall have no further obligation or liability to the Exhibitor. If the Exhibitor shall have made no license payment, they nevertheless shall be obligated to pay their proportionate share of such expenses.

**11. OBSERVANCE OF LAWS** Exhibitor shall abide by and observe all laws, regulations and ordinances of any applicable government authority and all rules of the San Diego 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 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 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 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 service is not eligible to be displayed in this exhibit.

**13. AMENDMENTS** The regulations have been formulated for the best interest of the Exhibitors as well as this exhibition and Management. 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 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.

**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.

**SPACE LICENSE PRICING INFORMATION** Pricing for 2011 follows a graduated discount system based on size of the exhibit space according to the schedule on page one of this licensing agreement. Exhibit space must be licensed in 10' x 10' increments. Exhibit licensing includes:

- Illuminated exhibit space with 8' high backwall drape if needed and 3' high side rails.
- Suite walls and carpet according to the schedule on the opposite page.
- A 7" x 44" identification sign with your company name and booth number (linear booths only).
- General exhibit hall security service.
- Daily aisle cleaning service.
- A descriptive listing in the official Final Program/Exhibit Guide, which can later serve your prospective buyers as a product directory.
- A Virtual DAC web booth.
- Access to the DAC promotional programs.
- Priority space selection for 49th DAC.
- Choice of hotel accommodations, including hospitality suites and meeting space in the convention center.
- A complimentary list of 48th DAC registrants after the show for post-conference attendance verification.
- ONE free conference registration for every 500 square feet of exhibit space. Minimum: Two full registrations, Maximum: Twenty full registrations.

**DEPOSIT AND CANCELLATION POLICY** A 40% deposit is due on September 1, 2010 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 February 1, 2011 or on the date noted on invoice. Contracts received after February 1, 2010 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 by February 1, 2011, Management has the option of either: (1) cancelling 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, 2011 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 Management, including the deposit as required by this contract. Exhibitor agrees that the forfeitures provided for in this contract shall be considered to be liquidated damages for the late cancellation or reduction of space and the problems and losses caused to Management associated with late cancellation or reduction of space.

### CANCELLATION/REDUCTION OF SPACE FORFEITURE SCHEDULE

<b>After October 1, 2010 but before February 1, 2011</b>	40% of the total license fee for cancellation or reduction in exhibit space.
<b>On or after February 1, 2011</b>	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 forfeiture schedule.** The Exhibitor assumes entire responsibility and hereby agrees to indemnify 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 cancelled immediately upon notification of cancellation of exhibit space at the 2011 DAC. The participating hotels have contractually agreed to, and are bound by, this provision. There are no exceptions to this cancellation rule.