

DAC 2024 CAREER DEVELOPMENT DAY APPLICATION

Tuesday, June 25, 2024

DAC 2024 will hold a 1-day Career Development Day from 10:00 am – 3:30 pm on Tuesday, June 25th at Moscone Center West in San Francisco, CA. The Career Development Day will offer recruitment opportunities for entry level through seasoned professionals registered to attend DAC. Recruiters will be provided with:

- 10' x 8' Connection Table booth that includes a 6' table, 2 chairs, wastebasket, electrical service, Wi-Fi service, and ID Sign
- Pre-conference access to resumes uploaded by DAC candidates during registration process
- Pre-conference posting of job opportunities (up to 10) for DAC candidate review
- Morning coffee service served in the Connection Zone on Level 3
- One lead retrieval device to collect contact information

Fee: Career Development Day Connection Table = \$3,000 (Limited to one (1) table per exhibiting company)

Payment Terms – A deposit will be due on the date noted on the invoice. Full payment is due by May 15, 2024, or on the date noted on invoice. If full payment is not received by due dates outlined in this contract, your signature authorizes DAC to charge the payments to your credit card on file.

COMPANY INFORMATION

Company/Organization: _____

Address: _____

City/State/Zip: _____

Telephone: _____ **Fax:** _____

Contact: _____ **Title:** _____

Email: _____

ACCEPTANCE OF CONTRACT

Exhibitor warrants that he/she has the authority to enter into this Contract on behalf of his/her company/organization and agrees to pay rental for the Connection Table and to adhere to the payment terms 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 2024 ACM/IEEE 61st 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: _____ **Date:** _____

Authorizing Signature: _____

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

Complete and return to: DAC 2024, c/o Hall-Erickson, Exhibition Management, 98 E. Chicago Ave. Suite 201, Westmont, IL 60559, USA, P: 630.434.7779, F: 630.434.1216, E: exhibits@2024dac.com

REGULATIONS AND CONDITIONS OF CONTRACT

1. PURPOSE AND ARRANGEMENT OF CONNECTION TABLES The main purpose of the DAC 2024 Career Development Day is to bring together members of the DAC Community who are considering a job change or new career opportunity with companies looking to hire new or additional employees. Management and the Exhibitor agree that the purpose of the Career Development Day is recruiting and will conduct themselves accordingly. The connection tables shall be arranged so as not to obstruct the general view nor hide the tables of others. Plans for specially-built displays not in accordance with regulations should be submitted to Management before construction is ordered.

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. 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 connection table.

5. SUBLICENSING OF SPACE The Exhibitor shall not assign, sublicense or permit the whole or any part of the connection table licensed to Exhibitor or to have representatives, equipment or materials from any other firms than their own in the connection table 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 connection tables, 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 third party damages arising from the gross negligence or willful misconduct of such subcontractors.

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 charges 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 acknowledges that DAC, Management and Moscone West 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 throughout Exhibition.

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 maintained by the exhibitor must be issued by an insurance company with an 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 also required to carry workers compensation protecting employees in accordance with the laws of the state in which the Exhibition is being held. Nothing in this paragraph shall limit the amount of liability an exhibitor may be responsible for.

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 connection table remain unoccupied on Career Day, or should any table be forfeited due to the failure to make proper payment, to license any

table to any other Exhibitor, or use said table 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 connection table 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 17, the Exhibitor is responsible for total license fee irrespective of the reason for the cancellation by the Exhibitor, 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 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 CONNECTION TABLE Management shall assign the connection table to the Exhibitor for the period of Career Development Day (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 Career Development Day only and does not imply that the same or similar space be held or offered for future Career Development Days. 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, 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 for inclusion in the Career Development Day.

14. 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 Career Development Day.

15. 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.

16. DEPOSIT AND CANCELLATION POLICY A 40% deposit is due 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 May 15, 2024 or on the date noted on invoice. Contracts received after May 15, 2024 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 May 15, 2024, 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 May 15, 2024 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. Exhibitor agrees that the forfeitures provided for in this contract shall be considered to be liquidated damages for the late and losses caused to DAC associated with late cancellation.

17. CANCELLATION/ FORFEITURE SCHEDULE

On or after May 15, 2024: 100% of the total license fee for cancellation of connection table. No refund or credit at any time. The DAC office must be notified in writing by the Exhibitor of any cancellation.