

NAPEO's 2025 Annual Conference & Marketplace
Returning Exhibitor – Exhibit Space Rental Agreement
October 6 – 8, 2025 – The JW Marriott Austin, Austin, Texas

1. Company Information

Complete the following information. Your company name will appear in the conference materials exactly as is listed in your NAPEO membership:

Company Name: _____

Onsite Contact (Does not include conference registration:)

Name: _____

Title: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Cell Phone:** _____

Email: _____

Website: _____

2. Exhibit Coordinator

Please list the name of the individual who will be the primary show contact. (Does not include conference registration.)

Name: _____

Title: _____

Phone: _____ **Cell Phone:** _____

Email: _____

3. SPACE RESERVATION Please indicate your exhibit space needs for NAPEO's Marketplace 2025. Each 10' x 10' booth space includes: 8' high draped back wall, 33" high draped side rails, one 7"x 44" sign showing company name, one 2' x 6' draped and skirted table, two side chairs and one waste basket.

Booth Size Booth Rental Fee (exhibitors must be members)

- | | |
|---------------------|-----------------------------------|
| 10' x 10' Booth | <input type="checkbox"/> \$4,750 |
| 10' x 20' Booth | <input type="checkbox"/> \$9,500 |
| 10' x 30' Booth | <input type="checkbox"/> \$14,250 |
| 20' x 20' Peninsula | <input type="checkbox"/> \$19,000 |
| 20' x 30' Peninsula | <input type="checkbox"/> \$28,500 |

4. Space Selection:

Please review the floor plan and indicate your booth space preferences below. To ensure timely booth assignment, complete all 9 selections. We will endeavor to assign a booth based on your top preferences. If none of your selected options are available, NAPEO will assign a booth that closely matches your preferences.

1st: _____ 2nd: _____ 3rd: _____
 4th: _____ 5th: _____ 6th: _____
 7th: _____ 8th: _____ 9th: _____

To ensure your booth is not positioned near a competitor, please let us know any specific companies or categories you'd prefer to avoid.

5. Online Registration Process

Registrations are not included in the booth rental fee. Multiple registration options are available for the NAPEO conference for exhibitors. Each 10' x 10' booth can have a maximum combination of 3 Exhibitor Regular or Full Registrations. Beyond these 3 registrations for each 10' x 10' booth, additional registrations will be at the additional exhibitor registration rate. **Exhibitor Regular Registration:** \$495 per person and includes access to the exhibit hall and general sessions. (Note: Booth representative registration does not include access to educational sessions beyond the general sessions and does not include the Tuesday evening event. **Exhibitor Full Registration:** \$895 per person and includes access to the exhibit hall, general sessions, breakout sessions and includes the Tuesday evening event. **Additional Exhibitor Registration:** \$1,850 per person and includes access to the exhibit hall, general sessions, breakout sessions and the Tuesday evening event.

Refunds will be issued for registration cancellations made prior to Monday, September 29, 2025. A \$125 cancellation fee will apply. There will be no refunds after Monday, September 29, 2025.

6. Marketplace Brand Visibility Enhancements

- | | |
|---|-----------------|
| <input type="checkbox"/> Booth Crawl (Monday Marketplace Reception) | \$400 |
| <input type="checkbox"/> Booth Crawl (Tuesday Marketplace Reception) | \$400 |
| <input type="checkbox"/> Booth Crawl (Both Marketplace Receptions) | \$800 |
| <input type="checkbox"/> Friend Level Event Sponsorship | \$8,000 |
| <input type="checkbox"/> Full Page Ad in September's <i>PEO Insider</i> | \$4,650 |
| <input type="checkbox"/> Full Page Ad in October's <i>PEO Insider</i> | \$4,650 |
| <input type="checkbox"/> Contact me for Onsite Advertising Options | TBD |
| Total for Marketplace Brand Visibility Enhancements | \$ _____ |

7. Reservation Agreement

I have read and will comply with the Terms and Conditions accompanying this form, including cancellation policy, regarding NAPEO's 2025 Annual Conference & Marketplace. **AUTHORIZED SIGNATURE** (Required for acceptance of exhibit space rental agreement.)

Signature: _____

Printed Name: _____ **Date:** _____

8. Payment

Upon receipt of the Exhibit Space Rental Agreement, NAPEO will email an invoice to the contact named below. Full payment must be received within 5 business days of the invoice to reserve booth space. Payment must be made by check or ACH. Booth assignments will not be made until payment is received in full. No exceptions.

Medallion Partner (Check here if booth fee was included in your company's Medallion Partnership.)

Billing Contact Name: _____

Title: _____

Email Address: _____

Phone Number: _____

Please send this form to:

Nancy Benoudiz, Vice President of Membership Development
Email: nbenoudiz@napeo.org **Phone:** (703) 739-8169



NAPEO's MARKETPLACE 2025 TERMS & CONDITIONS

1. **SHOW OBJECTIVE:** NAPEO's Marketplace is a trade show providing an opportunity for suppliers and vendors to market products and services to the professional employer services/HR outsourcing industry. The National Association of Professional Employer Organizations (NAPEO) will determine the appropriateness of products and services and may, in its sole discretion, prohibit display of products or services that do not meet the show objectives.
2. **CONDITIONS OF ELIGIBILITY:** NAPEO reserves the sole right to determine the eligibility of any company wishing to exhibit. All products and services to be exhibited must be related to the practice and profession of the professional employer organization industry. NAPEO may deny or revoke eligibility based on a violation of any policy set forth in these terms and conditions or in the exhibitor prospectus, or for any action determined by NAPEO to detract from the character of the show.
3. **EXHIBIT SPACE RENTAL AGREEMENT:** The exhibit space rental agreement, these rules and regulations and any other rules and regulations adopted by NAPEO shall, upon acceptance of NAPEO, constitute the agreement between NAPEO and exhibitor and is hereinafter referred to as the application and/or agreement. Submission of an exhibit space rental agreement and payment are required for exhibit space to be assigned, but do not guarantee that exhibit space will be assigned.
4. **EXHIBITOR RESPONSIBILITY CLAUSE:** To the fullest extent permitted by law, the person/legal entity described as "Exhibitor" in this clause and in this exhibitor contract (regardless whether such person/legal entity is also described as "Exhibitor" in this contract) hereby assumes the entire responsibility and liability for losses, damages and claims arising out of Exhibitor's activities including, without limitation, transportation, placement, removal or display of exhibits and drayage on the Hotel premises and will indemnify, defend and hold harmless NAPEO, the JW Marriott Austin ("Hotel"), its owner and its management company, as well as their respective agents, servants and employees from any and all such losses, damages and claims. Exhibitor agrees to obtain and maintain during the use of the exhibition premises, Comprehensive General Liability Insurance, including contractual liability covering the Exhibitor's indemnity obligations in this clause. Such insurance shall be in the amount of not less than \$1,000,000 combined single limit for personal injury and property damage. The Exhibitor understands that neither NAPEO nor the Hotel Parties maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.
5. **EXHIBITOR REPRESENTATIVE/COORDINATOR:** The signer of the exhibit space rental agreement shall be the official representative of the exhibiting company and shall have the authority to act on behalf of the exhibitor in all matters relating to Marketplace 2025. Information regarding the show will be sent only to the exhibitor coordinator. It is the responsibility of the exhibitor coordinator to forward applicable materials to other booth representatives within the company.
6. **APPLICATIONS AND FEES:** Applications for exhibit space shall be subject to the approval of NAPEO. NAPEO reserves the right to reject applications for space with or without cause if NAPEO determines it to be in the best interest of Marketplace 2025. Full payment must accompany the application to reserve a location. Exhibitors will not be allowed to set up until the exhibit fee and/or any other outstanding balance fees are paid in full.
7. **CANCELLATIONS:** All cancellations must be made in writing. Twenty-five percent of the booth price will be refunded if the booth space is canceled prior to July 15, 2025. NAPEO shall not be liable for any interest on any amount refunded. Sponsorships are not refundable.
8. **SPACE ASSIGNMENTS:** Exhibitor's desired space assignment shall be indicated on the Exhibit Space Rental Agreement and shall be subject to approval by NAPEO. NAPEO reserves the right to rearrange exhibitors, adjust the floor plan or modify sponsored events and related benefits to adapt to changing conditions to accommodate the best interest of Marketplace 2025. The floor plan maintained by NAPEO shall be the official floor plan of Marketplace 2025. Changes by NAPEO may occur at any time, including before or after the space assignment to accommodate the needs of Marketplace 2025.
9. **SUBLETTING SPACE:** No exhibitor shall assign, sublet or apportion the whole or any part of the space assigned, or have representatives, equipment or materials from other companies than its own firm in the said exhibit space without the prior written consent of NAPEO.
10. **ADMISSION REGULATIONS:** Admission to Marketplace 2025 will be by official NAPEO registration badges only. Badges must be always worn, including during set-up and teardown. Clients and guests of exhibitors must register with NAPEO and pay appropriate fees to enter the exhibit hall at any time. Exhibitor personnel will be allowed to enter the hall 30 minutes prior to each exhibit session to set up or prepare their displays. Exhibitors may not occupy their exhibit space outside of scheduled exhibit or set-up hours. Exhibitor personnel must exit the exhibit areas within 15 minutes of the stated closing of the show on each day. Non-exhibitors will be allowed on the trade show floor only during specified show hours. The exhibit space may not be used as a meeting place outside of scheduled exhibit hours.
11. **SET-UP:** All displays must be in place and display materials, cartons and refuse removed from the aisles by 3:00 pm, October 6, 2025. Shipments of displays and exhibit materials arriving prior to the first set-up day must be sent to the official show service contractor and must arrive prepaid. No shipments will be accepted at the show site prior to the first set-up day. Exhibitors will be solely responsible for all charges related to the shipment and handling of freight delivered to and from the service contractor and/or the show site. If the erection of any crated exhibit has not started 1 hour prior to the opening of the trade show and no arrangements for set-up have been made, NAPEO shall order the exhibit to be erected, and the exhibitor will be billed for and agrees to pay for all charges incurred. NAPEO shall not be liable for any damages that may occur during this exhibit set-up. Any space not claimed and occupied prior to 2:00 pm, Monday, October 6, 2025, for which no special arrangements have been made, may be resold or reassigned by NAPEO without obligation on the part of NAPEO for any refund whatsoever.
12. **TEARDOWN:** The exhibitor shall not dismantle its display or begin teardown prior to the closure of Marketplace 2025 at 6:30 pm on Tuesday, October 7, 2025. Exhibitors agree that premature teardown detracts from the overall merit of the show. In the event an exhibitor begins teardown prior to the published close time of the show, exhibitor may forfeit all accumulated points used for booth selection in future NAPEO shows and/or may be denied the opportunity to exhibit with NAPEO in future shows. The exhibitor agrees to dismantle its display as soon as practical after the end of Marketplace 2025. The exhibitor further agrees to indemnify and hold NAPEO harmless against all claims which may arise by virtue of damage to the premises caused by the exhibitor's display. Exhibitor personnel must remain in the exhibit area until the exhibitor's display materials are secured. All products should be securely packed before leaving the exhibit. NAPEO and the official exhibit decorating firm cannot assume responsibility for any exhibit materials left unattended in the exhibit hall during the move-out. In no event shall an exhibitor allow its display materials to remain in the exhibit areas after 10:00 am on Wednesday, October 8, 2025. If such a display or materials remain on the premises after such time, NAPEO may remove the same and exhibitor shall be liable for any fees and agrees to pay all costs for dismantling and storage. NAPEO shall not be liable for any damage to the display or materials due to their removal or storage.
13. **OPERATION AND CONDUCT:** Exhibitors are not allowed to obstruct the view, occasion injury to or adversely affect the displays of other exhibitors. Attendants, models, robots or other employees must confine their activities to the exhibit space occupied by the exhibitor. Exhibitors shall confine their activities to the exhibit space granted pursuant to the exhibit space rental agreement. All standard linear and perimeter exhibits must be confined to a maximum height of 10 feet. All display fixtures over 4 feet in height must be confined to the area which is within 4 feet of the back line of exhibit space or within a 4' radius of the center point of an island. All island displays must be pre-approved by NAPEO. Exhibitors may incorporate two end booths into their exhibit space provided that their exhibit or booth materials do not go over 4' in height outside of 5' on either side of the center line of their booth. Exhibitor personnel may not enter the exhibit space of another exhibitor and

at no time can they enter an exhibit space which is not staffed, except their own. Dollies, carts and other such devices will not be permitted on the exhibit floor during exhibit hours without the written consent of NAPEO. Exhibitors are responsible for all damage to property caused by themselves or their personnel. Should such damage occur, the exhibitor is liable to the owner of the damaged property. Exhibitor shall not, without written consent of NAPEO, distribute or permit to be distributed any advertising matter, literature, souvenir items or promotional materials in or about the exhibit areas except from its own allotted exhibit space. Non-exhibitors may not distribute advertising material, literature, souvenir items or promotional materials in or about the exhibit areas. NAPEO is the final authority on all matters relating to operation and conduct.

14. **EXHIBITOR-APPOINTED CONTRACTORS (EACS):** If an individual exhibitor chooses to use its own contractor ("EAC") to provide any of the non-exclusive services that the show decorator may otherwise perform, the exhibitor will notify the decorator (FREEMAN) in writing at least 10 days prior to the show move-in date and provide any requested certificates of insurance evidencing coverages as required by the exhibit decorator.
15. **AUDIO/VISUAL:** Audio visual equipment used in the exhibit space must be self-contained and fireproof. The sound on any audio equipment must be kept at a volume not to exceed that of normal conversation or 80 decibels. Such equipment must not interfere with neighboring exhibitors and must not exceed the height limitations of the exhibit space. Any video or computer display must be devoted exclusively to the business of the exhibitor. NAPEO will not be responsible for obtaining any audio/visual equipment needed. NAPEO reserves the right to restrict the use of glaring or irregular lighting effects. No exhibitor shall show any goods or apparatus in operation if the same are noisy or objectionable to surrounding exhibitors or NAPEO staff.
16. **FOOD & BEVERAGE:** Exhibitors may provide food and beverages in their assigned exhibit space by contacting NAPEO. NAPEO will refer exhibitors to the convention facility's designated convention services representative and approved menus. Per hotel regulations, exhibitors are not permitted to bring outside food and beverage onto the exhibit hall floor.
17. **HOSPITALITY EVENTS:** Only Marketplace 2025 exhibitors and event sponsors may host hospitality events, including but not limited to hospitality suites, off-site events, tours and parties, during the conference and trade show. Suite events must be closed during scheduled official functions of NAPEO's 2025 Annual Conference & Marketplace. No events shall compete with official convention activities sponsored by NAPEO during conference dates.
18. **FIRE REGULATIONS:** Exhibitor must conform to all standard fire codes of the host city. The exhibitor shall not allow the display to block the view of, or impede access to, fire alarm boxes, fire hoses cabinets, fire extinguishers or other safety equipment.
19. **LIABILITY:** Each exhibitor assumes the entire responsibility and liability for losses, damages and claims arising out of injury or damage to the exhibitor's displays, equipment and other property brought upon the premises of the show site and shall indemnify and hold harmless the JW Marriott Austin and any authorized representative, agent or employee of the foregoing for any and all losses, damages and claims from any cause whatsoever by reason of the use of the exhibit space by the exhibitor or his assigns. In holding the show, NAPEO does not act as the agent of the exhibitor, the Hotel or any other party.
20. **CONFERENCE CANCELLATION OR CURTAILMENT:** If any part of the exhibit hall is damaged or if circumstances make it impossible for NAPEO to permit an exhibitor to occupy the space assigned during a portion or the entirety of the period covered, the exhibitor will be charged for space only for the period space was or could have been occupied by the exhibitor and NAPEO is released from any and all claims for damages caused by such action.
21. **VERBAL AGREEMENTS:** NAPEO will not be bound to any verbal agreements, representations or statements between NAPEO, exhibitors and any supplier. All agreements must be made in writing.
22. **BOOTH ASSIGNMENTS:** Booth assignments will not be made until payment is received in full. If full payment is not received within 5 business days from the date of the invoice, priority exhibitor points may be lost. Booth space will be assigned at the time payment is received. Member accounts

(and those of their employees) must be current prior to reserving booth space. NO EXCEPTIONS.

23. **AGREEMENT:** By signing the space application incorporating these terms by reference, the exhibitor agrees to abide by these rules and regulations and by the decisions of NAPEO. This contract will become binding on both the exhibitor and the association upon its acceptance by NAPEO staff. These terms and conditions have been developed to allow each exhibitor equality regardless of size. Each exhibiting company should be given an equal opportunity, within reason, to present their product or service in the most effective manner to the target audience. In the event an exhibitor does not adhere to the above guidelines, NAPEO may take note of such activities in considering exhibit applications for future NAPEO conferences or events.
24. **Displays:** Exhibitors must adhere to IAEE guidelines for all displays/exhibits. Exhibitor displays that do not meet IAEE guidelines must be approved by NAPEO prior to the Conference. Exhibitors who assemble a display that does not meet IAEE guidelines or obstructs sight to other Exhibitor booths will have their booths moved, rearranged or dismantled at the Exhibitor's expense.
25. All exhibitors with 20' x 20' and 20' x 30' booths must submit a booth design drawing to NAPEO by July 1, 2025 for final approval. Unless otherwise specified, all 20'x20' and 20' x 30' booth space will be peninsula style with three open sides, with pipe and drape along the back side of the booth.
26. **I UNDERSTAND THAT IF MY COMPANY VIOLATES ANY POLICY INCLUDED IN NAPEO'S MARKETPLACE 2025 TERMS & CONDITIONS,** my company will lose exhibitor points and the opportunity to exhibit in future years. Examples of such violations include early teardown, hosting hospitality events during the scheduled official functions of NAPEO's 2025 Annual Conference & Marketplace, booth materials and/or structures that do not fit within the confines of the booth space as outlined, etc.
27. This agreement is intended exclusively for returning exhibitors from NAPEO's 2024 Marketplace.

QUESTIONS?

Nancy Benoudiz, Vice President of Membership Development
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NATIONAL ASSOCIATION OF PROFESSIONAL EMPLOYER ORGANIZATIONS

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