

Marketplace 2010 • Exhibit Space Rental Agreement

September 27-29, 2010 # JW Marriott San Antonio Hill Country Resort & Spa

1. COMPANY INFORMATION

Please type or print the following information exactly as you wish it to appear in all printed conference materials:

Company Name: _____

Onsite contact to appear in proceedings notebook as representative from company (**Does not signify conference registration**): _____

Address: _____

City: _____

State: _____

Zip Code: _____

Phone: _____

Fax: _____

E-Mail: _____

Web Site Address: _____

Brief (50 words or fewer) typed description of your company's products/services: _____

2. EXHIBIT COORDINATOR

Please list the name of the individual who should be contacted prior to the show regarding your company's exhibit booth coordination (**Does not signify conference registration**):

Name of Exhibit Coordinator: _____

Phone: _____

E-mail: _____

3. SPACE RESERVATION

Please indicate your exhibit space needs for NAPEO's Marketplace 2009:

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	Members	Non-Members
10' x 10' Booth	<input type="checkbox"/> \$1,215	<input type="checkbox"/> \$2,045
10' x 20' Booth	<input type="checkbox"/> \$2,045	<input type="checkbox"/> \$3,375
20' x 20' Island	<input type="checkbox"/> \$4,515	<input type="checkbox"/> \$7,005

4. SPACE SELECTION

Using the enclosed floor plan as a guide, please indicate your booth space preferences below.

If none of your choices is available, a NAPEO staff member will contact you to discuss other options.

1st Choice: _____

2nd Choice: _____

3rd Choice: _____

Please note if there is a specific company or type of company/industry that you would prefer not to be located near: _____

5. BOOTH REPRESENTATIVES

For each 10' x 10' exhibit space that is reserved, your company receives one complimentary registration for a booth representative. Please list all booth representatives below; names listed above in Sections 1 and 2 should be registered below as booth registrants if they wish to attend the conference.

Additional booth representatives may register at \$175 each. These individuals will have access to the exhibit hall during all exhibit sessions, and may attend the opening and closing general sessions during the 2010 conference. (Note: Booth representative registration does not include access to concurrent educational sessions, optional events, or roundtable discussions.) Full conference registration is available for \$425 and includes access to the exhibit hall, general sessions, concurrent sessions, and roundtables. Refunds will be issued for cancellations made prior to Friday, August 27, 2010. A \$50 processing fee will apply to all cancellations.

Complimentary Booth Representative Name: _____

Title: _____

Address (if different from above): _____

\$425 to Upgrade to Full Conference Option

Additional Booth Representative's Name: _____

Title: _____

Address (if different from above): _____

\$175 for Exhibit Only or \$425 for Full Conference Option

Additional Booth Representative's Name: _____

Title: _____

Address (if different from above): _____

\$175 for Exhibit Only or \$425 for Full Conference Option

Attach additional Booth Representatives' info/registration on a separate page.

TOTAL FOR BOOTH REPRESENTATIVES \$ _____

6. RESERVATION AGREEMENT

I have read and will comply with the terms and conditions regarding the NAPEO Annual Conference and Marketplace 2010.

Official Signature (Required for acceptance of space application): _____

Date: _____

7. PAYMENT INFORMATION

NAPEO accepts checks, Visa, MasterCard, and American Express only. Checks should be made payable to NAPEO. If payment will be made by credit card, please complete the following:

Visa MasterCard American Express

Amount to be charged: \$ _____

Credit Card #: _____

Security Code: _____

Exp. Date: _____

Name on Card: _____

Signature: _____

Billing Address: _____

Please send this form and payment to: NAPEO-Exhibits C/O Townsend Group • 7315 Wisconsin Ave., Suite West 750, Bethesda, MD 20814.
Fax: 301/215-7704. For further information, please contact NAPEO's Exhibit Sales Representative at 301/881-1793.

Marketplace 2010

Terms & Conditions

SHOW OBJECTIVE #NAPEO's Marketplace is a trade show providing an opportunity for suppliers and vendors to market to the professional employer services/HR outsourcing industry. It is open to any company involved in the 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.

CONDITIONS OF ELIGIBILITY #NAPEO reserves the 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 or staffing 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.

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 herein after referred to as the application and/or agreement. Submission of an exhibit space rental agreement and deposit are required for exhibit space to be assigned, but do not guarantee that exhibit space will be assigned.

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 2010. Information regarding the show will be sent to the exhibitor coordinator. It is the responsibility of the exhibitor coordinator to forward applicable materials to other booth representatives within the company.

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 2010. Full payment must accompany the application to reserve a location. Exhibitors will not be allowed to set-up until the exhibit fee is paid in full.

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 August 27, 2010. NAPEO shall not be liable for any interest on any amount refunded.

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 or adjust the floor plan to accommodate the best interest of Marketplace 2010. The floor plan maintained by NAPEO shall be the official floor plan of Marketplace 2010. Changes by NAPEO may occur at anytime, including prior to the space assignment, to accommodate the needs of Marketplace 2010.

SUBLETTING SPACE #No exhibit shall assign, sublet or portion 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 without the written consent of NAPEO.

ADMISSION REGULATIONS #Admission to Marketplace 2010 will be by official NAPEO registration badges only. Badges must be worn at all times, including during set-up and tear-down. 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 display. 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 close 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.

SET-UP #All displays must be in place and display materials, cartons and refuse removed from the aisles by 3:00 pm, September 27, 2010. 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 any and all charges relat-

ed to the shipment and handling of freight delivered to and from the service contractor and/or the show site. If 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 12:00 Noon, September 27, 2010 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.

TEAR DOWN #The exhibitor shall not dismantle its display or begin tear-down prior to the close of Marketplace 2010 at 10:00 am on September 29, 2010. Exhibitors agree that premature tear-down detracts from the overall merit of the show. In the event that an exhibitor begins tear-down prior to the above stated time, NAPEO may take note of such activities in considering exhibitor's application for future NAPEO shows or events. Exhibitor agrees to dismantle its display as soon as practical after the end of Marketplace 2010. Exhibitor further agrees to indemnify and hold NAPEO harmless against any and all claims which may arise by virtue of damage to the premises caused by exhibitors 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 decorating firm, Freeman, cannot assume responsibility for any exhibit materials left unattended in the exhibit hall during move-out. In no event shall an exhibitor allow its display materials to remain in the exhibit areas after midnight on September 29, 2010. If such display or materials remain on the premises after such time, NAPEO may remove 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.

EXHIBIT SPACE PROVISIONS AND REGULATIONS #Exhibitors may reserve 10' x 10', 10' x 20', or 20' x 20' (island) exhibit spaces only, subject to availability. Standard equipment provided by NAPEO for all linear 10' x 10' exhibit space rental includes 8' high back drape and 3' high drapery side dividers to delineate exhibit spaces, a 6' draped and skirted table, two side chairs, a waste basket, and a 7" x 44" identification sign. Additional furniture and services customarily required by exhibitors will be available through Freeman and will be fully explained in the Exhibitor Service Kits, which Freeman will provide to all exhibitors upon receipt of booth application and deposit. The actual usable exhibit area for use by exhibitor is reduced by 6 inches for each linear 10' of exhibit space (i.e. an 10' x 10' space has 9'6" x 9'6" of usable area). Width of exhibit spaces shown on the official floor plan is measured from the center of side rails and depth is the overall measurement from the face of the front post to the back of the rear post. Exhibit structures must be constructed to allow sufficient tolerance on all sides from drapery side rails and backdrop. Exhibitors must allow ample room at the back of the booth for access to electrical wiring. At least 12 inches is recommended. All exhibits must be free standing. No bolts, screws, hooks or nails shall be driven into or otherwise attached to the walls or floor of the exhibit areas. No part of the display may be attached to or otherwise attached to the walls or floor of the exhibit areas. No part of the display may be attached to or otherwise secured to the drapery backdrop or side dividers. In addition, no decals or other adhesive materials shall be applied or affixed to the walls, pillars, or floor of the exhibit areas. Exhibitor shall not post any sign of any description anywhere in the convention facility except within the confines of the exhibit space assigned. Hanging signs must be finished on all sides. Exhibitor must receive written permission from NAPEO to include a hanging sign as part of their display. Show management reserves the right to finish off any and all unsightly booth areas, to include but not limited to unfinished backwalls, unfinished side panels or exhibit displays at the expense of the exhibiting company.

OPERATION AND CONDUCT #Exhibitors are not allowed to obstruct the view, occasion injury or adversely affect the displays of others 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 may 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 damages 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 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 matter, 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.

AUDIO/VISUAL #Video equipment, movie or slide projectors, tape recorders, or other sound 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.

FOOD & BEVERAGE #Exhibitors may provide food and beverage 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.

HOSPITALITY EVENTS #Only Marketplace 2010 exhibitors may host hospitality events, including but not limited to hospitality suites, off-site events and tours, and parties, during the conference and trade show. Suite events must be closed during scheduled official functions of NAPEO's Professional Employer 2010. No events shall compete with official convention activities, which include any official events sponsored by NAPEO during conference dates.

FIRE REGULATIONS #Exhibitor must conform to all standard fire codes of the host city. Exhibitor shall not allow the display to block the view of, or impede access to, fire alarm boxes, fire hoses cabinets, fire extinguisher or other safety equipment.

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 NAPEO, the Fontainebleau Miami Beach, and any authorized representative, agent or employee of the foregoing of 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 Fontainebleau Miami Beach, or any other party.

CONFERENCE CANCELLATION #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.

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.

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 the 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 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.