

CONTRACT TO PARTICIPATE IN THE: 2020 MONTANA FALL COLLEGE FAIR TOUR, VIRTUAL EVENTS, and / or GUIDE TO HIGHER EDUCATION ADVERTISEMENT

Sponsored by the Montana Post Secondary Educational Opportunities Council – Adjusted due to COVID-19

Terms of Contract

This agreement is made between The Montana Post Secondary Educational Opportunities Council Inc., hereinafter referred to as *the MPSEOC*, and the contracted institution, hereinafter referred to as *the Participant*. For the purpose of setting forth their respective rights and obligations relative to the college fairs and the Guide book sponsored by the MPSEOC, the parties agree to the following.

Contract For Fairs, Virtual Events, and/or Advertisement Deadline

The original, signed contract for fairs and/or virtual events **must be received on or before August 31, 2020**. If the Participant chooses to advertise in the Guide to Higher Education, the advertisement registration and payment must be submitted (as outlined in the *Parameters for Advertising*) **on or before August 31, 2020**. **Guide Advertisement Information received after August 31, 2020 will be subject to an additional late fee of 15% of the total Guide fee.**

Terms of payment

Payment of the amounts set forth **must be made by check or credit card**. This contract and online registration shall serve as an invoice and no separate invoice will be provided unless requested. Payments and online registration should be submitted **on or before August 31, 2020**.

Checks

- Checks **should be made payable to: MPSEOC**
- Checks **should be mailed to:**

Amy Leary, MPSEOC Executive Director
P.O. Box 7548
Missoula, MT 59807

Credit Card

- Credit card processing is done completely online at www.montanacolleges.com/purchase or www.MontanaCollegeFairs.com. This online process will enable you to choose your purchase, agree to this contract, and charge your card. A copy of your electronic invoice will be emailed to the address you submit. We strongly recommend that you print this for your own records at the time of purchase. The contracted institution is responsible for paying the credit card online processing fee rate at the time of the contract.
- If you have any questions, please contact the Executive Director: amy.leary@montanacolleges.com or 406.531.3531.

***Tour, Virtual Event, &/or Guide Advertisement Payments received after August 31, 2020 will be subject to a late fee of 15% of the total contracted fee.**

***Tour, Virtual Event, &/or Guide Advertisement Payments received after September 18, 2020 will be subject to a late fee of 30% of the total contracted fee.**

Cancellation of contract and Failure to abide by terms of contract

The parties agree that this contract is not subject to cancellation. Any cancellation after the contract due date will result in the forfeiting of set fees listed. The Participant agrees that failure to comply with the Montana Code of Ethics for Admissions Professionals or to pay the sums set forth above may result in suspension of the Participant and its agents or representatives from any and all participation in current and future MPSEOC activities.

Actions relating to the contract

This contract shall be construed under the laws of the State of Montana and any action relating to this contract shall be instituted and prosecuted in the Justice or District Court of Missoula County, Missoula, State of Montana. Each party hereby waives the right to change of venue. If suit is brought by the MPSEOC for the recovery of any payment due under this contract or for breach of any provision of this contract, the Participant agrees to pay all costs in connection with suit, including reasonable attorney's fees, whether or not the suit proceeds to judgment.

Notice

Any notice to be given under this Agreement shall be in writing and may either be served upon a party personally or served by registered or certified mail, return receipt requested. Such notice shall be directed to the party to be served at the address of the party set forth in this Agreement. A party wishing to change its designated address shall do so by notice in writing to the other party. Notice served by mail shall be deemed complete when deposited postage prepaid in the U.S. mail. Rejection or refusal to accept, or the inability to deliver because of changed address, of which no notice has been given, shall be deemed to be receipt of the notice.

Interpretation

The provisions of this Agreement shall be deemed independent and severable, and the invalidity, partial invalidity, or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

Amendment and Waiver

No alterations, modifications or additions to this Agreement shall be binding unless reduced to writing and signed by the parties to be charged therewith. No covenant, term or addition to this Agreement shall be deemed waived by MPSEOC and Participant unless such waiver shall be reduced to writing and signed by MPSEOC and Participant.

Successors and Assigns

This Agreement shall bind and inure to the benefit of any successors and assigns of MPSEOC and any permitted assigns of the Participant.

Event Cancellation

The parties agree to the following cancellation agreement outlined on page 2 of this document. See page 2 for adjusted COVID-19 cancellation agreement.

Authority

Each individual executing this Agreement on behalf of Participant represents and warrants that he or she is authorized to execute and deliver this Agreement on Participant's behalf.

*This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; this contract shall supersede all previous communications, representations, or agreements either verbally or written between the parties.
Please read these terms carefully.*

If you have questions, please contact Amy.Leary@MontanaColleges.com or 406.531.3531.

ADJUSTED CANCELLATION AGREEMENT FOR MONTANA COLLEGE FAIR, GUIDE, & VIRTUAL PROGRAMS IN COVID-19

All changes and cancellations regarding any Montana College Fair program must be submitted in writing on institutional letterhead by email to MPSEOC Headquarters (amy.leary@montanacolleges.com) or by mail (to MPSEOC PO Box 7548, Missoula, MT 59807). All refunds and credits are subject to a \$50 processing fee. Registrations that are canceled or switched to another fair are subject to approval and are assessed cancellation and additional processing fees (including difference between early-bird and regular registration rates). These fees must be collected prior to registration changes being processed. Please note that additional scanner fees are non-refundable.

If a Montana College Fair program is canceled by circumstances beyond the control of MPSEOC - such as acts of God, war, government regulations, disaster, civil disorder, or curtailment of transportation facilities - to the extent that such circumstances make it illegal or impossible to allow the Montana College Fair program to occur, the registrant agrees that they will not hold MPSEOC liable for the cancellation and/or disruption of the program. If a Montana College Fair program is canceled, the registrant agrees to hold MPSEOC and its agents blameless and to accept the credit policy agreed upon by the MPSEOC Board of Directors.

- **Fall 2020 Montana College Fairs – Live, In-Person Events**
 - **MPSEOC Cancelled these in-person events by July 31, 2020**, and we will refund all pre-existing registrants. (minus \$50 processing fee)
 - Registrants have the choice to sign for our Virtual Event(s) & Guide Advertisement Option.
 - Due to the busy season for education, all refunds will process after our Fall Virtual Event dates occur. Thank you for your patience with our small office in processing these refunds. We will be in touch with your office about this process. Thank you for your understanding during this unique time of COVID-19.
- **Virtual Events & Guide Book Advertisement** – Due to limited timing & planning with COVID-19, no refunds are offered.
- **If MPSEOC chooses to cancel an event for our own internal reasons that are not emergency related issues outlined above**, we will refund all registrants. (minus \$50 processing fee)
 - Registrants have the choice to sign for our Virtual Event(s) & Guide Advertisement Option.
 - Due to the busy season for education, all refunds will process after our Fall Virtual Event dates occur. Thank you for your patience with our small office in processing these refunds. We will be in touch with your office about this process. Thank you for your understanding during this unique time of COVID-19.