Contract to participate in the:
2025-26 MONTANA FALL COLLEGE & CAREER FAIR TOUR, VIRTUAL EVENTS, *and / or* GUIDE ADVERTISEMENT

Sponsored by the Montana Post Secondary Educational Opportunities Council

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 and Advertisement Deadline

Early registration fees requires that the online contract **must be received on or before June 13, 2025.** Regular registration fees requires that the online contract **must be received on or before August 8, 2025.** 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 8, 2025. Guide Advertisement Information will be collected in the summer of 2025. Fair Tour and/or Guide Information received after August 8, 2025 will be subject to an additional late fee of 15% of the total 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 the deadlines outlined above.**

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.MontanaTribalColleges.org . 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 email address you submit in the online form. 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 and Guide Payments received on or before June 13, 2025 will pay the Early Registration fee.
Tour and Guide Payments received on or before August 8, 2025 will pay the Regular Registration fee.
Tour and Guide Payments received after August 8, 2025 will be subject to a late fee of 15% of the total contracted Regular Registration 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. Due to COVID-19 and safety, we have included an extended cancellation agreement on page 2.

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 that in the event of weather problems, natural disaster, or emergency situation that occurs after **August 31, 2025** that causes the event to be cancelled, there will be no refunds.

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.

MONTANA POST SECONDARY EDUCATIONAL OPPORTUNTIES COUNCIL
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SAFETY & CANCELLATION AGREEMENT

Fall Events | 2025-2026

As of April 2025

Safety Notice & Agreement

An inherent risk of exposure to COVID-19 and other diseases / illnesses exists in any place where people gather. COVID-19 among others are extremely contagious diseases that can lead to severe illness and death. You assume all risks, hazards, and dangers arising from or relating in any way to the risk of contracting COVID-19 or any other communicable disease or illness, or a bacteria, virus or other pathogen capable of causing a communicable disease or illness, whether occurring before, during, or after the event, however caused or contracted, and voluntarily waive all claims and potential claims against MPSEOC, event host sites, as well as, their respective Members, Affiliates and Vendors. Event specific policies & procedures are subject to change and will be posted to our website and emailed to registrants in the days leading up to the event.

Safety Guidelines For In-Person Programming

**Please check back for any other developing safety guidelines. These terms are subject to change. We will share updates as needed depending upon safety developments.*

- A final list of safety guidelines will be shared with all exhibitors and attendees before the each event. *Look for more details & guidelines for each in-person site end of August.*
- Exhibitors registering for the Montana in-person events and programming agree to follow all current and developing safety guidelines for participating in the fair event.
- Each hosting event site will have their own safety protocols, and these guidelines will vary by site. By attending, exhibitors agree to follow all required safety steps for each site.
- Some example guidelines that sites may implement are (*but not limited to*):
  - ✓ Social distancing guidelines will be implemented to the best of our ability in room setup/spacing/flow of traffic, etc.
  - ✓ Sanitizer stations will be available at entry way of the in-person event.
  - ✓ Masks may be required of all exhibitor representatives. Masks are encouraged for students/counselors/etc.
  - ✓ For in-person exhibitors, proof of vaccination may be required before entering the hosting room. For student/counselors/parent, and event attendees, vaccination may be recommended.
  - ✓ Site hosts may choose to take temperatures of exhibitor representatives before they enter the venue.
  - ✓ If you are not feeling well or exhibiting symptoms of illness (fever, etc.), we ask you not attend in-person programming and only attend virtual programming.
  - ✓ On-table safety screens, sanitizer, etc. are welcome at each exhibitor table if the representative chooses to bring these themselves. MPSEOC will not be providing these for each exhibitor table. Please check with us if you have other ideas for safety. We are happy to try and accommodate your additional safety needs if possible.
  - ✓ If any exhibitors have health sensitivities or worries about COVID, we suggest registering for the advertisement and any virtual programming and not the in in-person events.
- Please check back end of August for updated guidelines. With questions, please contact us @ 406.531.3531 or Amy.Leary@MontanaColleges.com. Thank you.

MONTANA POST SECONDARY EDUCATIONAL OPPORTUNTIES COUNCIL

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REFUNDS | CANCELLATION

Fall Events | 2025-2026

As of April 2025

Refunds & Cancellation Notice

- For Spring Events: In the event of in-person fair cancellation by the choice of MPSEOC prior to March 15, we will offer full refunds with no fees on the prorated amount per fair cancelled within each region. **For instance, if 1 in-person fair is cancelled, we will fully refund for that 1 fair prorated amount of the overall amount paid for all fairs paid (if more than one fair option was selected.)* In the event of cancellation due to unforeseen circumstances beyond MPSEOC's control after March 15 (For instance: Immediate COVID or other disease/illness restrictions, natural disasters, extreme weather, safety hazards, etc.), no refunds will be made for registrations.
- For Fall Events: In the event of in-person fair cancellation by the choice of MPSEOC prior to August 31, we will offer full refunds with no fees on the prorated amount per fair cancelled within each region. **For instance, we register in-person fairs by a full region that includes 6 in-person fairs. If 1 in-person fair is cancelled in a region, we will fully refund for that 1 fair prorated amount of the overall amount paid for all fairs.* In the event of cancellation due to unforeseen circumstances beyond MPSEOC's control after August 31 (For instance: Immediate COVID or other disease/illness restrictions, natural disasters, extreme weather, safety hazards, etc.), no refunds will be made for registrations.
- Due to expenses already accrued in planning, setup, supplies, technology, etc., no refunds will be made for virtual or advertising registrations.