



Region 4 ESC Social Studies Vendor Virtual Agreement

Region 4 Education Service Center

Event Sponsorship and Management. The Social Studies Conference (“Virtual Event”) will be held on January 30, 2021, from 8:30 AM to 3:30 PM, with Region 4 Education Service Center (“Region 4”), 7200 Northwest 100 Drive, Houston, Texas 77092-2096. Region 4 will provide all management and policies for the Event. Region 4 will forward site details and instructions as the Event approaches. By signing and submitting page three (3) of the Vendor Virtual Agreement (“Agreement”), the Vendor (“Vendor”) agrees to abide by all rules and policies of the Event and to pay the appropriate exhibitor fees for each virtual space the Vendor wishes to occupy.

Payment. Exhibit virtual space is assigned based on the order in which the completed Agreements are received. A limited number of exhibit virtual spaces are available for reservation; once all available exhibit virtual space is reserved, additional vendors will be placed on a waiting list. Any Agreement received *without* payment will hold an exhibition space for a maximum of seven (7) calendar days from date Region 4 receives the Agreement. If Vendor does not pay within the seven (7) days, Region 4 may, in its sole discretion, reassign the virtual space to a vendor on the waiting list. No space will be confirmed without a signed Agreement and paid exhibitor fees. Any vendor on the waiting list that does not receive an exhibit virtual space will not be charged.

Security and Liability. Neither Region 4 nor its employees or agents are in any way responsible for the safety of the property of Vendor during the Virtual Event. Vendor waives and releases any claim against Region 4 and its employees or agents for any reason including, but not limited to, damage or loss of property as a result of theft, fire, accident, vandalism, or other causes. Vendor must make provisions for the safeguarding of goods, materials, equipment, and displays, at all times during the Virtual Event, including obtaining appropriate insurance coverage for displays and equipment. Vendor assumes responsibility and liability for losses, damages, and claims arising out of injury or damage to Vendor’s equipment; and/or other property brought to the Virtual Event.

Character of Exhibit and Vendor Personnel. Virtual Exhibits are subject to the approval of Region 4 and shall be consistent with the professional atmosphere of the Virtual Event. Virtual Exhibits must be staffed during exhibit hours by qualified employees or agents of Vendor. These representatives must be able to explain and/or demonstrate the products and services on display. Vendor personnel shall conduct themselves in a manner consistent with the professional atmosphere of the Virtual Event.

Content of Materials. In the state of Texas, we use the Texas Essential Knowledge and Skills (TEKS) for our standards; state law prohibits Texas public schools from using the Common Core Standards. Because of this, please reference only the TEKS in your presentation and handouts. The display, promotion, or distribution of products, services, or materials that refer to the Common Core Standards is strictly prohibited. For information about the prohibition of Common Core Standards, please visit the Texas Education Agency website at <http://www.tea.state.tx.us/index4.aspx?id=25769817658>.

Exhibit Specifications. Vendor is responsible for all items necessary to prepare their exhibit. Wireless Internet service is also available; however, Region 4 does not guarantee availability.

Subletting of Space. No exhibit virtual space or part thereof may be sublet without the prior approval of Region 4.

Region 4 will provide. Region 4 will provide Vendor with Zoom meeting links as to ensure trainings are being recorded and available after Virtual Event for a limited number of days to attendees.

Cancellation/Termination of Agreement. Vendor will receive an e-mail from Region 4 upon submission of the reservation packet indicating whether Vendor 1) needs to submit additional information and/or payment; 2) was assigned an exhibit virtual space; or 3) was placed on the waiting list. Region 4 will refund payment received from vendors who do not receive an exhibit space. If Vendor reserves exhibition space(s) but is unable to participate, Vendor must contact Region 4 no later than January 18, 2021. Upon receipt of written intent to cancel/terminate this agreement, the same shall be done, and a refund of exhibit fees will be issued. **Exhibit fees will not be refunded if notice is received after January 18, 2021.** If Region 4 cancels the Virtual Event in its entirety, Region 4 will refund all fees paid.

Indemnification and Hold Harmless. Vendor agrees to indemnify and hold harmless Region 4 from all claims and liability due to acts of omissions of the Vendor or its employees or agents arising out of Vendor's installation, removal, maintenance, occupancy, use of the exhibit Virtual space or any part thereof, or participation in the Event. Vendor further agrees to indemnify and hold harmless Region 4 from any and all expenses including attorney fees, all court costs, and awards for damages incurred by Region 4 in litigation or otherwise resisting such claims or liabilities as a result of any activities of Vendor or its employees or agents.

Liability Insurance. Vendor agrees to maintain sufficient liability insurance in the amount of \$1 million per occurrence.

PHOTO WAIVER. By registering for this Virtual Event, Vendor grants Region 4 the right to photograph Vendor's exhibit and/or Vendor's employees or agents and use the photographs in all formats and for media publicity purposes. These photographs may appear without compensation in publications, marketing materials, or on the web related to the Virtual Event or future similar Virtual Events. Vendor hereby releases Region 4 from all claims arising out of the use of the photographs including, without limitation, all claims for libel, invasion of privacy, or violation of copyright ownership.

Other Matters. All matters not addressed by this Vendor Virtual Agreement or the enclosed materials are subject to the sole discretion of Region 4.