

Rider to Board of Education of Trigg County, Kentucky Contract

Vendor Name: HES EnergyNet hereafter or "Vendor" or "Contractor."

Purchaser: Board of Education of Trigg County, Kentucky, hereafter "Board" or "Purchaser."

"Board" or "Purchaser" includes without limitation all schools, organizations, and departments of the Board. This document may be referred to, without limitation, as "Rider" or "Document."

General Provisions

1. The terms of this Rider apply to all current and future agreements of the parties and shall amend and supersede all other agreements. If there is a conflict between the terms of this Rider and current or future agreements of the parties, the terms of this Rider shall control unless the future agreement contains a specific agreement to amend this Rider. No term or provision of any agreement which is inconsistent with the terms of this Rider shall be valid. Performance or action or use, including logging on a website, using software, or "clicking" a button on a computer to indicate agreement to a policy such as a privacy policy or user agreement shall not be sufficient to modify this Rider. The Rider may only be amended by written agreement of the Purchaser and the Vendor. The terms of this Rider shall be incorporated by reference in all current and future agreements of the parties.
2. The terms of this Rider shall be applicable to and incorporated by reference in all current and future agreements between the Vendor and the Purchaser's contractors, agents, employees, and students. Any terms or provisions of agreements between the Vendor and such users which are inconsistent with the requirements of this Rider shall be invalid and unenforceable. For example, a provision of the Vendor's privacy policy for students which provided for indemnification would be unenforceable.
3. Any terms or provisions of agreements between the parties which waive or limit, or attempt to waive or limit the liability of the Vendor to the Purchaser in any respect shall be invalid and unenforceable. Any terms or provisions which provide for or attempt to provide for indemnification by the Purchaser to the Vendor shall be invalid and unenforceable. Any terms or provisions which require the Purchaser to purchase insurance shall be invalid and unenforceable. Any terms or provisions which limit the time in which the Purchaser may bring suit shall be invalid and unenforceable. Any terms or provisions which require the Purchaser to submit to arbitration shall be invalid and unenforceable. All warranty limitations are invalid and unenforceable. The invalidity of a particular term or provision of an agreement shall not invalidate the entire agreement. If a specific term or provision of an agreement is invalid, the remainder of the agreement shall continue to be valid and enforceable.
4. Any agreements, terms, or provisions between the parties shall be enforceable only to the extent allowed by Kentucky law. This Rider and all agreements of the parties shall be governed by the laws of the Commonwealth of Kentucky without regard to conflicts of law rules. Each party submits to the jurisdiction of the courts, or administrative agencies as applicable, located in the Commonwealth of Kentucky for the purposes of any action, suit or proceeding arising out of or related to this agreement and agrees not to plead or claim that any action, suit or proceeding arising out of or related to this agreement that is brought in such Kentucky courts or such appropriate Kentucky agency has been

brought in an inconvenient forum. Kentucky law may require that claims be brought through the Kentucky Claims Commission and the Board does not waive this requirement. The Board does not waive sovereign immunity or any other limitations on claims or damages against the Board. Any provisions requiring the Board to obtain waivers from parents or students, unless reasonable and specific requests are made by the Vendor shall be invalid and unenforceable. All provisions of this Rider shall survive any termination or expiration of the agreement of the parties and of any and all agreements of the parties. In the event that any provision of this Rider is held by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Rider shall remain valid and enforceable. The Purchaser may terminate any agreements between the parties one year after the date that the agreement becomes binding by giving thirty (30) days written notice.

5. The Vendor will comply with all applicable Kentucky and Federal law including but not limited to the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) (FERPA), the Protection of Pupil Rights Amendment, 20 U.S.C. 1232h (PPRA), the data protection provisions of the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 *et seq*) (NSLA), the Child Nutrition Act of 1966 (42 U.S.C. 1751 *et seq*)(CNA), KRS 61.931 *et seq*, KRS 365.720 through KRS 365.734 and the applicable regulations for these statutes. Vendor will sign such documents as are required by the Kentucky Department of Education.

The Vendor and the Purchaser agree that Vendor will adhere to the terms, directions, protocols and requirements set forth above.

Sign: _____
Purchaser: Board of Education of Trigg County, Kentucky
By: Travis Hamby, Superintendent
Date: _____

Sign:  _____
Vendor: _____
By: (Print Name) Richard Shaw
Date: 11-29-18