



BrainPOP
71 West 23rd Street, 17th Floor
New York, NY 10010
PHONE: (866)-542-7246

BRAINPOP ORDER FORM

FAX: (866)-867-6629

March 16, 2021

info@brainpop.com

SUBSCRIPTION	TERM	PRICE
BrainPOP Español + Français Teacher Access	12 months	\$170.00

DETAILS

Recommended for grades 3-8+, for use in a single classroom by one teacher. Includes mobile access.

PURCHASE ORDER NUMBER	START DATE (NEW SUBSCRIPTIONS ONLY)

USERNAME	PASSWORD
itorres08	

SCHOOL NAME
Hyde Park Elementary School

CONTACT NAME
Irma Torres

CONTACT EMAIL	CONTACT PHONE
itorres@wps60.org	2243834262

NAME BILLING INFORMATION
Irma Torres

ADDRESS	CITY
1525 Hyde Park Avenue	Waukegan

STATE	ZIP CODE	COUNTRY
Illinois	60085	USA

CREDIT CARD NUMBER (IF PAYING BY CC)	CREDIT CARD EXPIRATION DATE

CVC NUMBER

What's this?

VISA, MC: 3-digit number following CC# in signature area on back of card
AMEX: 4-digit number to the upper right of CC# on front of card.

* REQUIRED FIELD

CHECK HERE IF THIS IS A RENEWAL ☐

After completing this form, attach it to your PURCHASE ORDER and mail or fax it to:

BrainPOP
71 West 23rd Street, 17th Floor
New York, NY 10010
FAX: (866)-867-6629

QUESTIONS? Please call Onboarding & Subscriber Relations toll-free at (866)-542-7246 or email us at info@brainpop.com

BrainPOP FEDERAL TAX ID #: 27-255-0283

SOLE SOURCE INFORMATION: BrainPOP is the SOLE SOURCE for the BrainPOP Online Service.



Theresa Moyer <tmoyer@wps60.org>

Fwd: Your BrainPOP Order Form

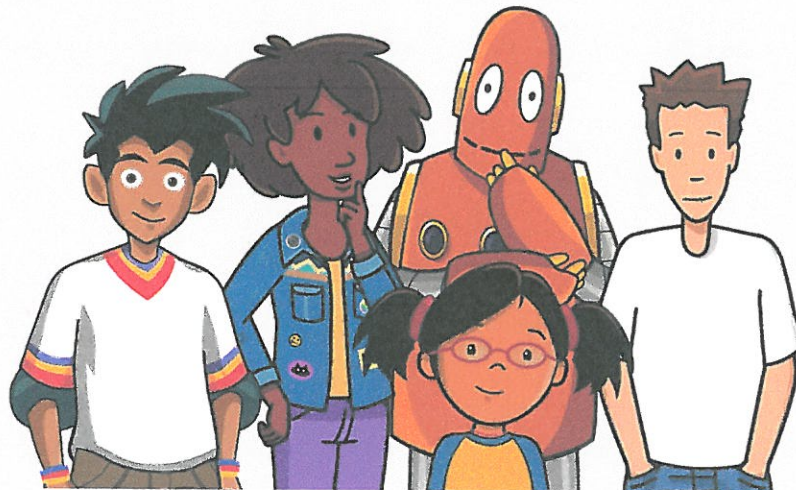
1 message

Irma Torres <irtorres@wps60.org>
To: Theresa Moyer <tmoyer@wps60.org>

Tue, Mar 16, 2021 at 9:34 PM

I would like to use \$170 of 3rd grade money to purchase this brainpop subscription.
I have attached the PDF, I think this worked last time.

----- Forwarded message -----
From: **BrainPOP** <info@brainpop.com>
Date: Tue, Mar 16, 2021 at 9:31 PM
Subject: Your BrainPOP Order Form
To: <irtorres@wps60.org>

BrainPOP**Hi there!**

Thanks for subscribing to BrainPOP!

You've filled out an order form but you're not done yet.

Please email, fax, or mail your completed order form and purchase order to:

Email: purchaseorders@brainpop.com *OR***Toll-free Fax:** (866) 867-6629**Mail:**
BrainPOP LLC
PO Box 28119
New York, NY 10087-8119

IMPORTANT: Your account will not be activated until we receive your order form and purchase order.

We are holding the following username for you: itorres08

Questions? Comments? Please contact Customer Service at info@brainpop.com.

Thank you,
The BrainPOP Team

You are receiving this email because you are subscribed to BrainPOP through your school or district. If you wish to change how you receive these emails, email us at info@brainpop.com

[Privacy Policy](#)

Our mailing address is: 71 W. 23rd Street, 17th Floor, New York, NY 10010

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8014

—
Irma Torres
3rd Grade Dual Language Teacher
Hyde Park School
224-303-2002



BrainPOP_PO_Form_9940278.pdf
34K

MASTER ADDENDUM TO THE TERMS OF USE

This Addendum is entered on November 1, 2020, by and between BrainPOP LLC, with its address at 71 W 23rd Street, 17th Floor, New York, New York 10010 (the “**Company**” or “**Provider**”), and Waukegan Community Unit School District, with its address at 1201 N. Sheridan Rd., Waukegan, IL 60085 (the “**District**”).

WHEREAS, the District wishes to purchase from the Company one year School Combo subscriptions to BrainPOP, including those referenced in Quote #US519168324R, referenced in Purchase Order #2001252 attached hereto as Exhibit A (the “**Subscriptions**”); and

WHEREAS, the Subscriptions are subject to the terms of use and privacy policy posted on http://www.brainpop.com/about/terms_of_use/, as updated from time to time (“**Terms of Use**”); and

WHEREAS, the parties wish to amend certain terms of the Terms of Use only as it applies to the Subscriptions; and

WHEREAS, the parties wish that except as expressly set forth below, all other terms and conditions of the Terms of Use shall apply (mutatis mutandis), all as set forth herein below.

THEREFORE, it is mutually agreed as follows:

1. This Addendum shall govern those Subscriptions identified above, and other Subscriptions that are promulgated any time after November 1, 2020.
2. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Terms of Use.
3. Each Subscription is subject to the Certificate of Insurance previously provided by BrainPOP, and attached hereto.
4. Each party shall indemnify and hold the other party harmless from any and all third party claims arising from this agreement. Each party reserves the right, at the other party's expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification, and in such a case, the indemnifying party agrees to cooperate in such defense.
5. This Agreement shall be deemed to have been executed and delivered in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the Nineteenth Judicial Circuit Court of Illinois (Lake County), and the parties hereby irrevocably submit to the exclusive personal jurisdiction of said court and waive all defenses thereto.. Without derogating from the above, any claim that the District may have must first, and before taking any other legal action, be submitted to the Company in the form of a complaint (to: info@brainpop.com), to enable the parties to resolve the claim in a friendly and effective manner. If the parties fail to resolve the claim in this manner in a reasonable timetable, it shall be resolved in the exclusive jurisdiction and venue as specified above. Notwithstanding the foregoing, the Company may seek injunctive or other equitable relief to protect its intellectual property rights in any court of competent jurisdiction.
6. This Addendum will form an integral part of the Terms of Use for the District during the term of the Subscriptions. Unless expressly changed herein, all other terms and conditions of the Terms of Use,

as updated from time to time, shall not be affected, and shall remain in full force and effect. No modification to this Agreement will cancel or replace the amendments made to Terms of Use, pursuant to the Addendum.

7. In any contradiction or discrepancy between the terms of this Addendum to those of the Terms of Use, as updated from time to time, the terms of this Addendum shall prevail for the term of the Subscriptions.
8. This Addendum may be jointly modified through a written document signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Addendum by their duly authorized representatives.

BrainPOP LLC

Waukegan Community Unit School District

By: H. Scott Kirkpatrick Jr.
[signature]

Name: H. Scott Kirkpatrick Jr.

Title: Chief Executive Officer

Date: 11/23/2020

By: Theresa Plascencia
[signature]

Name: Theresa Plascencia

Title: Superintendent

Date: 11/23/20



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/22/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GURIN ASSOCIATES, INC. 45 KNOLLWOOD ROAD SUITE 404 ELMSFORD, NY 10523	CONTACT NAME: SONIA DE ASSUNCAO	
	PHONE (A/C, No, Ext): 914-686-5500 FAX (A/C, No): 914-686-5554	
	E-MAIL ADDRESS: SONIA@GURININSURANCE.COM	
INSURED Fwd Media Inc. DBA Brainpop, Brainpop LLC; Symbiosis International LLC 71 W 23rd St 17th/18th FL, NY, NY 10010	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: GREAT NORTHERN INSURANCE	20303
	INSURER B: FEDERAL INSURANCE	20281
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		35983860	11/25/2019	11/25/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
		MED EXP (Any one person) \$ 10,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
	OTHER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY		73582192	11/25/2019	11/25/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB		79887610	11/25/2019	11/25/2020	EACH OCCURRENCE \$ 10,000,000
	EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 10,000,000
	DED RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input type="checkbox"/> N / A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE BELOW CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED

CERTIFICATE HOLDER

CANCELLATION

Waukegan Community Unit School District #60
1201 NORTH SHERIDAN ROAD
WAUKEGAN, IL 60085

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Neil K. Gurin

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/22/2020

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PRODUCER

GURIN ASSOCIATES, INC.
45 KNOLLWOOD ROAD SUITE 404
ELMSFORD, NY 10523

CONTACT NAME: SONIA BENJAMIN

PHONE (A/C No. Ext): 914-686-5500

FAX (A/C No.): 914-686-5554

E-MAIL ADDRESS: SONIA@GURININSURANCE.COM

INSURER(S) AFFORDING COVERAGE

INSURER A: GREAT NORTHERN INSURANCE

NAIC#

INSURER B: FEDERAL INSURANCE

20303

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Fwd Media Inc. DBA Brainpop, Brainpop LLC;
Symbiosis International LLC
71 W 23rd St 17th FL, NY, NY 10010

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		35983860	11/25/2020	11/25/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		73582192	11/25/2020	11/25/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		79887610	11/25/2020	11/25/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE BELOW CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED

CERTIFICATE HOLDER

Waukegan Community Unit School District #80
1201 NORTH SHERIDAN ROAD
WAUKEGAN, IL 60085

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Nell K. Gurin