

**VIRGINIA SESQUICENTENNIAL OF THE AMERICAN CIVIL WAR COMMISSION*****Civil War 150 HistoryMobile***  
**HOST SERVICES AGREEMENT**

This agreement, entered into by \_\_\_\_\_ (Hosting organization) and the Virginia Sesquicentennial of the American Civil War Commission (Commission) on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, is part of the approved Scheduling Request Application, which is herein incorporated and made part of this agreement. For purposes of this agreement, "hosting organization" means a museum, school or university, organizer of a fair or festival, state or local park, state or local government organization, or other entity at which the Civil War 150 HistoryMobile will be located. Information provided in the Scheduling Request Application and supporting documentation are specifically relied upon by the Commission as the basis for this agreement and any error, omission, or misstatement contained therein shall be grounds for voiding it.

The *HistoryMobile* is an expandable tractor trailer that houses a complete museum-quality exhibition and is available to sites within Virginia at no charge. The hosting organization, which may work in partnership with the local sesquicentennial committee or local tourism office, understands the following conditions and agrees to provide the following services at no charge to the Virginia Sesquicentennial of the American Civil War Commission, the Virginia Tourism Corporation, or the Department of Motor Vehicles:

**Section I. Fees**

1. Site fee waiver: The hosting organization agrees to waive or absorb the cost of all permits, event fees, admission taxes, or otherwise hold the Commission harmless for any levy that may be assessed by the locality or other lawful entity at the site of the venue or in relationship to the *HistoryMobile* event within the locality.
2. Event admission fee: The hosting organization shall not charge an admission fee to the public for visiting the *HistoryMobile*. If the *HistoryMobile* is part of a larger event at which an admission fee is charged, such admission fee must be clearly stated and delineated in the Scheduling Request Application and supporting documentation and any such request shall be reviewed for acceptance by the Commission on a case by case basis.

**Section II. Site Requirements**

*Proposed event site requested in the Scheduling Request Application is subject to pre-event site visit and approval by the Commission's staff*

1. The *HistoryMobile* requires a minimum deployment site area of 150 feet in length, up to 100 feet in width (when ancillary tent exhibits are deployed), with height clearing of 14 feet.
2. The deployment site shall be:
  - a. Suitable for the parking of a tractor-trailer and establishment of a display area;
  - b. Composed of leveled asphalt, concrete, compressed gravel, or compacted soil with grass; and
  - c. Easily accessible for driving and parking 78' tractor trailer and support vehicles.
3. It is required that the deployment site have:
  - a. Adequate visitor parking area within close proximity, including handicapped-accessible spaces;
  - b. Trash receptacles on site that are maintained throughout the day;

- c. Nearby access to water source with spigot and hose;
- d. Appropriate security during non-operational hours and location within a well-lit area (see Section V (3) for additional security requirements); and
- e. Indoor restroom facilities that are located within close walking distance of the *HistoryMobile*. If indoor facilities are not available, the hosting organization shall provide outdoor portable facilities in sufficient number.

### Section III. Tour Staff and Volunteer Requirements

1. Designated Contact: Hosting organization shall provide a designated contact who shall be available by phone at all times during a scheduled visit of the *HistoryMobile* (an "event") and who shall be onsite through the duration of each day's event, beginning 30 minutes prior to the scheduled opening time and remaining 30 minutes after the scheduled closing time. The designated contact may assign an alternate in the event that he/she is unable to remain onsite throughout the day.
2. Volunteer Team: In addition to the designated contact or his/her assignee, the hosting organization shall provide at least two volunteers at all times (depending on the size of the event, up to four volunteers may be required). While the length of volunteer shifts may be determined at the hosting organization's discretion, for the safety and comfort of visitors, the designated or alternate contact and two to four volunteers shall be onsite during the event day, with coverage beginning 30 minutes before the *HistoryMobile* opens for the day and ending 30 minutes after the *HistoryMobile* closes for the day. The number of volunteers shall be agreed upon by the Commission and hosting organization prior to the event. Volunteers may be assigned to work inside the *HistoryMobile* or outdoors, and shall assist tour staff by greeting and directing visitors, staffing exhibit tents, providing local information, maintaining crowd control, setting up and putting away materials, and other duties as may be requested.
3. Assistance with event breakdown: Hosting organization shall provide no fewer than four volunteers or laborers, each of whom must be able to lift a minimum of 50 lbs., to assist with breakdown at the end of an event. It should be anticipated that breakdown takes two hours.
4. Drinking water: The hosting organization shall provide bottled water for tour staff and volunteers for the duration of the event.
5. Lodging: The hosting organization, local tourism bureau, or local sesquicentennial committee shall provide complimentary hotel lodging for tour staff (up to four rooms for the number of days agreed upon in this agreement). If complimentary lodging is not available, such shall be stated clearly and will be reviewed by the Commission on a case-by-case basis.

### Section IV. Promotion, Public Relations and Coordination with Schools

1. Media coordination: The hosting organization is responsible for dissemination of advance press releases, media coordination, and the promotion of the *HistoryMobile* visit. All press releases shall be submitted to the Executive Director of the Commission for approval prior to dissemination.
2. Coordination with schools: The hosting organization shall ensure that local school divisions and educators are aware of the scheduled visit of the *HistoryMobile* and shall work with the tour managers and Commission to coordinate their participation.
3. Invitations to elected officials: The hosting organization is responsible for notifying elected officials and dignitaries of the *HistoryMobile* visit and coordinating their participation, if

desired. The Executive Director of the Commission shall be notified in advance of scheduled visits by dignitaries, and such visits shall be coordinated in advance with tour staff.

**Section V. Day(s) of the Event Requirements**

- 1. EMS coordination: The hosting organization shall coordinate security, fire, and emergency medical services during operational hours.
- 2. Traffic control: The hosting organization shall provide all necessary traffic control, parking assistance, directional signage, and parking signage for the duration of the event.
- 3. After-hours security: The hosting organization shall take any and all security measures it deems necessary to protect the *HistoryMobile* from damage during non-operational hours, and shall ensure that the area where the *HistoryMobile* is located is well-lit. Such security measures may include (i) stationing of sworn law enforcement officials or security personnel at the site; (ii) regular periodic patrols by sworn law enforcement officials; (iii) use of monitored surveillance equipment; or (iv) securing the site by locked fencing.

**Section VI. (Option 1) Waiver and Release of Liability Requirement (Applicable to a non-governmental organization)**

Initial if  
Option 1  
applies

The hosting organization agrees to the following liability release:

\_\_\_\_\_ (Hosting organization) hereby waives and releases, indemnifies, holds harmless, and forever discharges (the provisions of the Virginia Tort Claims Act, §§8.01-195.1 notwithstanding) the Virginia Sesquicentennial of the American Civil War Commission, Virginia Sesquicentennial of the American Civil War Foundation, the Virginia Tourism Corporation, the Virginia Department of Motor Vehicles, and the Commonwealth of Virginia, including its agents, employees, affiliates, successors and assigns, from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, , that

\_\_\_\_\_ (Hosting organization) may have arising from or in any way relating to its serving as a host site for the *Civil War 150 HistoryMobile*.

**Section VI. (Option 2) Insurance for Protection of Commission and other State entities (Applicable to a Local Government or instrumentality thereof)**

Initial if  
Option 2  
applies

The hosting organization, when a local government or instrumentality thereof, shall provide liability insurance coverage issued by a company licensed by the State Corporation Commission pursuant to Title 38.2 of the *Code of Virginia* for the protection of the Virginia Sesquicentennial of the American Civil War Commission, Virginia Sesquicentennial of the American Civil War Foundation, the Virginia Tourism Corporation, the Virginia Department of Motor Vehicles, and the Commonwealth of Virginia, including it agents, employees, affiliates, successors and assigns, from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, that may occur as a result of *Civil War 150 HistoryMobile's* locating on the host site. The amount of said insurance coverage shall be \$1 million per occurrence with \$2 million general aggregate and \$2 million products and completed operations aggregate. **THE HOSTING ORGANIZATION SHALL SUBMIT PROOF OF SUCH INSURANCE WITH THIS APPLICATION.**

Initial if  
Option 3  
applies

**Section VI. (Option 3) Exemption for state agencies (Applicable to the Commonwealth of Virginia or instrumentality thereof)**

Any state agency, department, institution, board, commission, officer, agent or employee protected from liability by the Commonwealth Risk Management Plan, or any Constitutional Officer protected from liability by the Commonwealth Constitutional Officer Risk Management Plan, authorized by the Code of Virginia, approved by the Governor and administered by the Department of the Treasury, Division of Risk Management, is exempt from the Waiver and Release of Liability requirements of this Agreement.

**Section VII. General Provisions**

1. **Governing Law:** This agreement was made and entered into in Virginia and under the laws of the Commonwealth of Virginia. The laws of Virginia shall govern the resolution of any issues arising out of or in connection with this agreement and any litigation arising under or related to this agreement shall be brought in the appropriate Virginia court.

**Section VIII. Confirmed Event Information**

Event location: \_\_\_\_\_

Physical address: \_\_\_\_\_  
\_\_\_\_\_

Arrival and set-up (date and approx time): \_\_\_\_\_

Event start: \_\_\_\_\_

Event end: \_\_\_\_\_

Exhibit breakdown and departure: \_\_\_\_\_

Hours of operation: \_\_\_\_\_

Note: Hours of operation may be modified onsite at the discretion of the tour manager due to weather conditions, thunderstorm, unforeseeable acts of nature, mechanical or technical problems, or other emergency situation.

Lodging: \_\_\_\_\_

Designated Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**Certification of Authorization**

My signature below indicates that I understand and agree to the requirements of this agreement and that I am authorized by the hosting organization to enter into this agreement and provide the services listed herein. I further understand and agree that the Commission reserves the right to cancel the event, or any portion of the event, at any time if the provisions of this agreement are violated, and that in such event, the hosting organization agrees to reimburse all direct costs that may have been incurred by the Commission in regard to the event.

**On behalf of the Hosting Organization:**

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Hosting organization : \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

**On behalf of the Virginia Sesquicentennial of the American Civil War Commission:**

\_\_\_\_\_  
Cheryl Jackson, Executive Director  
Virginia Sesquicentennial of the American Civil War Commission

\_\_\_\_\_  
Date

