

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

This agreement, entered into by \_\_\_\_\_, the hosting organization, (Host) and the Virginia Sesquicentennial of the American Civil War Commission (Commission) on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, 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 this agreement.

The *HistoryMobile* is a 53' expandable tractor-trailer that houses a museum-quality exhibition and is available to approved Hosts at no charge. The Host, 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 Commission, the Virginia Tourism Corporation (VTC), or the Department of Motor Vehicles (DMV), which are participating Commonwealth organizations:

**Section I. Fees**

1. Site fee waiver: The Host agrees to waive or absorb the cost of all permits, event fees, admission taxes, or otherwise hold the Commission, VTC and DMV 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* deployment 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 any such request shall be reviewed for acceptance by the Commission on a case by case basis.

**Section II. Site Requirements**

*A Site Inspection will be conducted and deployment site must be approved by HistoryMobile tour staff prior to an event.*

3. Deployment site: The *HistoryMobile* typically requires a minimum deployment area of 150 feet in length, up to 100 feet in width, and a minimum height clearing of 14 feet. The deployment site shall have the following:
  - a. Easy access and suitability for the driving and parking of a tractor-trailer and establishment of a visitor services area;
  - b. Leveled asphalt, concrete, compressed gravel, or compacted dry soil with grass;
  - c. Adequate visitor parking area within close proximity, including handicapped-accessible spaces;
  - d. Trash receptacles, outdoor water source with spigot, and indoor restroom facilities that are located within close walking distance of the *HistoryMobile*. If indoor restroom facilities are not readily available, the Host shall provide outdoor portable facilities in sufficient number; and

- e. Appropriate security and location within a well-lit area (see Section V for additional security requirements).
4. Outdoor tents and display area: Visitor tents and information tables will be set up at the discretion of tour staff, as weather and space permit. Such display areas may contain brochures and information from the Virginia Tourism Corporation partner marketing program; touch-screen kiosks with interactive travel information; merchandise area for the sale of Commission material or collection of donations; and information related to sesquicentennial programs. The Host may include brochures and marketing material in the visitor tent at no charge, but may not sell merchandise or collect donations within the HistoryMobile deployment area.

### Section III. Personnel and Volunteers

5. Designated Contact: Host 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.
6. Volunteer Team: In addition to the designated contact or his/her assignee, the Host shall provide at least two volunteers at all times during an event. While the length of volunteer shifts may be determined at the Host's discretion, for the safety and comfort of visitors, the designated or alternate contact and at least two volunteers shall be onsite during the event day. 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.
7. Lodging: The Host, 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. Public Relations and Coordination with Schools

8. Media coordination: The Host 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.
9. Coordination with schools: The Host shall ensure that local schools are aware of the scheduled visit of the *HistoryMobile* and shall coordinate student participation with the school division and Commission staff.
10. Invitations to elected officials: The Host is responsible for notifying elected officials and dignitaries of the *HistoryMobile* visit and coordinating their participation, if necessary. 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. Public Safety Coordination, Security, and Traffic Control

11. Law enforcement and EMS coordination: The Host shall ensure that local law enforcement is aware of event logistics and the arrival/departure schedule of the *HistoryMobile*, in case traffic control assistance is required. The Host shall provide to Commission staff contact information

for designated law enforcement, fire, and emergency medical services.

- 12. After-hours security: The Host 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.
- 13. Traffic control: The Host shall provide all necessary traffic control, parking assistance, directional signage, and parking signage for the duration of the event.

**Section VI. Liability**

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

Initial if  
Option 1  
applies

The Host agrees to the following liability release:

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

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

Initial if  
Option 2  
applies

The Host, 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 HOST SHALL SUBMIT PROOF OF SUCH INSURANCE WITH THIS AGREEMENT.**

Initial if  
Option 3  
applies

**Exemption for State Agencies  
(Option 3 - 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**

14. 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 and Address: \_\_\_\_\_  
\_\_\_\_\_

Event dates and hours: \_\_\_\_\_

Note: While every effort will be made to provide as much advance notice as possible, event dates and hours of operation may be modified at the discretion of tour staff, due to weather conditions, mechanical or technical problems, or other emergency or unforeseen situation.

*HistoryMobile* arrival (approx.): \_\_\_\_\_

*HistoryMobile* departure (approx.): \_\_\_\_\_

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 Host 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 Host agrees to reimburse all direct costs that may have been incurred by the Commission in regard to the event.

**On behalf of the Host:**

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

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

Host: \_\_\_\_\_

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

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

\_\_\_\_\_

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

