

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

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 public school division or private school. 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 schools within Virginia at no charge. The hosting organization 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 (if the exhibit will be open to the public);

- 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 III (2) 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. Event Requirements

1. Designated Contact: The hosting organization shall provide a designated contact who shall be onsite during operational hours. It is recommended that the designated contact be a social studies/history teacher, or the social studies/history curriculum development specialist for the organization. The designated contact shall:
  - a. Coordinate the visit with school administration officials at the school at which the *HistoryMobile* will be located;
  - b. Create a schedule for student tour groups. For the comfort and safety of all students, it is recommended that tours be scheduled in 15-minute increments, with no more than approximately 20 students per tour group; and
  - c. Distribute supplemental resource materials to teachers (e.g., "Civil War 150 HistoryMobile Teachers' Guide" or "Stories Behind the HistoryMobile").
  - d. If needed, arrange for additional personnel to be onsite during the event, who may be employees of the school or volunteers.
2. 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.
3. Photographs: The Virginia Sesquicentennial of the American Civil War Commission is hereby given permission to take and use photographs of students visiting the *HistoryMobile* in Commission reports and related web pages. To protect privacy, students in the photographs will not be personally identified.

### Section IV. (Option 1 - Private Schools) Waiver and Release of Liability Requirement

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*.

Initial if  
Option 1  
applies

**Section IV. (Option 2 - Public School Division) Insurance for Protection of Commission and other State entities**

Initial if  
Option 2  
applies

The hosting organization, when a public school or public school division, 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 AGREEMENT.**



**Section V. Confirmed Event Information**

School name: \_\_\_\_\_

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.

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

**Certification of Authorization - (To be completed by Superintendent of the school division or the chief administrator of the private school)**

My signature below indicates that I understand and agree to the requirements of this agreement and that I am authorized 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