



Virginia American Revolution 250 Commission (VA250)

VA250 Mobile Museum Experience, “Out of Many, One”

HOST SERVICES AGREEMENT

Public and Private Schools

This agreement, entered into by _____, the hosting organization, (Host) and the Virginia American Revolution 250 Commission (VA250 Commission) on this _____ day of _____, 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 VA250 Mobile Museum Experience 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 VA250 Mobile Museum Experience 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 250th committee or local tourism office, understands the following conditions and agrees to provide the following services at no charge to the Commission or the Virginia Tourism Corporation (VTC) 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 and VTC 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 Mobile Museum deployment within the locality.
2. Event admission fee: The hosting organization shall not charge an admission fee to the public for visiting the Mobile Museum Experience. If the Mobile Museum Experience 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

3. Deployment site: The *Mobile Museum Experience* typically requires a minimum deployment area of 100 feet in length, up to 40 feet in width, and a minimum height clearing of 15 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; and
- d. Appropriate security and location within a well-lit area.

Section III. Event Requirements

- 4. 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 school division. The designated contact shall:
 - a. Coordinate the visit with school administration officials at the school at which the *Mobile Museum Experience* 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 20-minute increments, with approximately 20 students per tour group; and
 - c. If needed, arrange for additional personnel to be onsite during the event, who may be employees of the school or volunteers.
- 5. Access to Restrooms and Amenities: The Host shall provide reasonable access to restroom facilities and basic amenities (including but not limited to potable water and designated staff break areas) for the use of Mobile Museum staff members during scheduled visits. The Host School shall designate and communicate the specific locations of such facilities in advance of the Mobile Museum's arrival.
- 6. Security and Access Control: Where applicable, the Host School shall ensure Mobile Museum staff are provided with temporary visitor passes, restroom keys, or access codes necessary to utilize these facilities, subject to the Host's standard safety and security protocols.
- 7. After-hours security: The hosting organization shall take any and all security measures it deems necessary to protect the *Mobile Museum Experience* from damage during non-operational hours, and shall ensure that the area where the Mobile Museum Experience 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.
- 8. Photographs: The Virginia American Revolution 250 Commission (VA250) is hereby given permission to take and use photographs of students visiting the *Mobile Museum Experience* 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

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 American Revolution 250 Commission (VA250), Virginia Commemorations, Inc.(VCI), 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 *VA250 Mobile Museum Experience*.

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

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 American Revolution 250 Commission, Virginia Commemorations, Inc.(VCI), the Virginia Tourism Corporation, 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 may occur as a result of VA250 Mobile Museum Experience'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.**



Section V. Confirmed Event Information

School Name: _____

Physical Address: _____

Arrival Date and Set-Up Time: _____

Event Start Date: _____

Event End Date: _____

Event Hours: _____

Exhibit breakdown and departure: _____

Note: Hours of operation may be modified on-site 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 Host 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 American Revolution 250 Commission (VA250):

Cheryl Wilson, Executive Director
Virginia American Revolution 250 Commission (VA250)

Date