

The Traveling Kentucky Vietnam Wall, Inc.



Appearance Contract

**The Traveling Kentucky Vietnam Wall Inc.
Appearance Contract**

(11-16-18)


The Traveling Kentucky Vietnam Wall, Inc.
Post Office Box 675
202 South College Street
Harrodsburg, Kentucky, 40330
859-734-0217 - Fax 859-734-5010

This agreement/contract is entered into by and between The Traveling Kentucky Vietnam Wall, Inc. Hereafter known as (KYVW), a Kentucky non-profit Veterans Corporation, at Post Office Box 675, 202 South College Street, Harrodsburg, Kentucky 40330 and

Marion County Public Schools (Hereafter known as the "Sponsor") shall be in effect between the dates of 2/14/19 (date of signing) through 11/8/19 (last day of appearance).

In consideration for the use of KYVW and equipment and related services, Sponsor agrees to pay KYVW the total sum of **\$300.00 per day**. This amount is to be paid in advance and/ or a deposit of half at signing of this contract (See Terms and condition for more information).

KYVW is providing the Kentucky Traveling Vietnam Wall only as its part of the event and is in no way responsible for the site or conduct of the overall event. Safety and Security for the site and all KYVW exhibits are the responsibility of Sponsor and they must be guarded continually during the event. Dedicated security must be provided 24/7 from arrival to departure. A specific person must be identified by sponsor as in charge of overall safety and security and guard procedures must be established and supervised.

 **Sponsor shall indemnify and hold harmless KYVW** and its agents, offices and employees from and against all claims, damages, losses and expenses, arising out of or resulting from the performance of this agreement. Sponsor shall include KYVW as an additional insured on the general liability policy for the event. Should they be required, sponsor shall be responsible for obtaining all licenses and permits required for uses authorized.

Acceptance of this agreement by KYVW is contingent upon Sponsor's adherence to terms, conditions and guidelines as set forth in the attached **"Requirements List & Sponsors Fee Payment Schedule/Instructions"** provided by KYVW, Said list is incorporated into and part of this agreement.

Either party without cause may terminate this agreement within 30 days of signing with a written notice and Sponsor deposit will be returned. Should the Sponsor cancel exhibit with 90 days of set-update, Sponsor will forfeit ALL monies paid to KYVW.

It is clearly understood that KYVW supports itself by collecting an appearance fee, selling collectable merchandise and by placing donations boxes at the exhibit site. Funds from donations boxes support KYVW and other worthy Veterans Organizations.

NO other competing donation boxes or sales of competing or like merchandise will be allowed at the event (Subject to joint agreement to change). Any other on site concessions must be agreed upon in advance by KYVW.

Safety and Security of site and all KYVW exhibits are the responsibility of Sponsor while on event site.

In the event that the exhibit shall be prevented or delayed due to acts of Nature/God or other contingencies beyond the scope and control of KYVW exhibit dates will be appropriately adjusted and rescheduled.

This agreement/contract between KYVW and Sponsor shall be binding upon the parties and represents the entire agreement/contract between the parties.

Should a breach of agreement /contract occur, KYVW retains the right to:

- A). Not appear at the scheduled event.
- B). Not start setup of displays.
- C). If at any point after setup a breach of contract is observed by KYVW staff to include; competing sales or donations, failure of security, or the preventing of power as specified in this contract. KYVW will notify sponsor and sponsor will have 1 hour to rectify the situation. If Sponsor fails to rectify the situation, KYVW withholds the right to disassemble and depart the event.

Should a breach of contract occur, all monies paid to date will be forfeited to KYVW.

Signatures:

For KYVW _____ DATE _____

Print Name _____

For The Sponsor Marion Co. Public Schools DATE 2/14/19

Print Name Taylor Schlosser 2/14/19

Address 755 E Main, Lebanon, Ky Phone 270-692-3721
40033

Email taylor.schlosser@marion.kyschools.us Cell Phone _____

Requirements List

KYVW & Sponsors will provide

- 1). KYVW will provide the Traveling Kentucky Vietnam Wall.
- 2). KYVW will provide Flags for display on Wall.
- 3). KYVW will provide Directory of Names, Bio Sheets and name rubbing sheets.
- 4). KYVW will provide supervisory personnel for assembly of all display.
- 5). KYVW will have final approval of site for assembly and presentation of the Traveling Kentucky Vietnam Wall in a respectful and dignified manner.
- 6). Necessary Logging/Travel cost incurred by KYVW will be covered by the Sponsor. The Sponsor will make all arrangement for the KYVW Staff, Lodging and other expenses incurred by the KYVW staff (not to exceed 4 KYVW personnel).
- 7). The KYVW staff will stay during the event and whatever accommodations they will need, you the Sponsor will furnish the accommodations.
- 8). Sponsor will provide all meals for the KYVW staff.
- 9). Sponsor must be knowledgeable of the entire project and the content of information within the Program Book.
- 10). A power source of 30 amps 120 AC volt will be needed at the Wall site behind the erected display for all events.
- 11). Power source will be needed at the information trailer/canopy of 30 amps 120 AC volts.
- 12). If the Wall display is scheduled for over-night viewing, the Sponsor must provide adequate lighting for the Wall.
- 13). If the Wall is to displayed on a grassy surface, Sponsor must provide 5 (4 X 8) (3/4" in) sheets of plywood.
- 14). Sponsor will provide a central point of contact for KYVW event coordinator to work with and to assist. A 1-2 page schedule of events which is suitable to both parties and focuses on the tribute and all local and regional warriors.
- 15). An Escort (motorcycle/vehicular) as the arrival part of the event. Escort is not to start before 3pm on the event arrival date. Must provide escort ride captain point of contact. Escort information must be returned to KYVW no later than 30 days before schedule event start date. (Optional)
- 16). Sponsor will provide three motel rooms for the duration of the event. Actual date will apply. Hotel rooms may be required in the vicinity of escort beginning, depending upon times etc. KYVW will provide list of staff that will be attending event (may be less then 4) 30 days before event start date. Rooms needed day before and day after event.

- 17). Sponsor will provide a suitable site for the Traveling Kentucky Vietnam Wall with public access 24 hours per day. Access to the area must be free from admission charge. The site must be located in an area that is conducive to the atmosphere that the event project. The area should be a reasonably controlled where visitors are present for the primary purpose of visiting the Wall. Area must be handicap accessible or alternatives ways to transport the handicap to and from the Wall i.e. Wheelchairs, golf carts, etc..... The site itself needs to be grass or asphalt, drilling is required for bracing and sponsor is responsible for any repairs. The site itself needs to be 50' X 50' of **FLAT LEVEL GROUND**. An adjacent area to locate the merchandise trailer should be at least 50' in length. **ENTIRE AREA MUST BE LIGHTED DURING HOURS OF DARKNESS**. Event site for the Wall can also be indoors, with large area for set up. KYVW will provide a site visit 30 days after signing of the contract and deposit being made.
- 18). A Minimum of 6 able bodied workers, minimum of 18 years of age, for set-up and take down of the Wall and other exhibits. Each time will take approximately 2-4 hours. After set-up area (path) adjacent to the Wall should be temporality landscaped with flowers and shrubs. Work will not began until all workers are assembled and briefed. If the Sponsor don't have personnel to help take down the wall at end of the event, the sponsor will be invoiced an extra day @ \$300.00.
- 19). A Minimum of two (2) workers each day from 8 am - 8 pm to man the Bio-sheet table. KYVW will prepare a name rubbing sheet commemorating the event .
- 20). Security must be on site 24/7 from arrival till departure. During hours of darkness there must be an established continuous patrol of the exhibit area. One security supervisor must be on site continually. Sponsor must provide point of contact for head of security. Security at all donation sites, and insure the equipment trailer is secure at all times.
- 21). Volunteers to keep the area clean and free of litter. Trash cans for litter control should be on site. Food and water must be provided for all volunteers; sponsor is not required to provide for KYVW event staff.
- 22). Restroom facilities/Porta-Johns in close proximity to the site. Minimum of 1 regular and 1 handicap accessible. Porta-Johns are not required if site already contains sufficient restroom facilities.
- 23). A proposed schedule of events covering from escort arrival thru departure must be provided to and approved by KYVW event coordinator at least 30 days prior to the event.
- 24). Central media spokesperson. KYVW personnel are available for media events and interviews as arranged thru the event coordinator. Assistance will be provided as needed. Use of KYVW logos are controlled by event coordinator and all use must be pre-approved.

- 25). Counseling Services (optional). The Event is an emotional event and it might be prudent to have someone available to assist and console those experiencing and emotional challenge.
- 26). Other persons or items required to properly conduct the event. (As jointly determined)

The focus should be on the local area and state men and women who protect and defend our great nation. The event must have a centralized focus that will enhance the tribute to America's warriors and provide for the maximum number of visitors to the site. The focus of the event will be a "Celebration of the Freedom" given us by the men and women who are represented on the Wall. Event must be a community wide effort and should be all inclusive of community members and organizations. The Event is not a war memorial and should be portrayed as only a tribute to America's warriors and their family members.

**NO POLITICAL AGENDA OR POLITICAL SPEECH IS
ALLOWED AS PART OF THE EVENT.**

**ABSOLUTELY - NO PETS - NO DRINKING - NO EATING -
NO SMOKING - SHALL BE ALLOWED AT THE WALL
AREA AT ANYTIME DURING THE EVENT, LET US
TREAT THIS SITE WITH TOTAL RESPECT!!!!!!
APPROPRIATE SIGNS WILL BE POSTED**

Sponsor Initial _____ Date _____