

LIVING HISTORY ASSOCIATION POLICY BOOK

SECTION NUMBER 5

5.) EVENTS CONTRACTS.

Definition - "Contract": For the purpose of this Policy Book section the word "contract" means; any written agreement, letter of proposal or any letter of intent to use any of the services of the Living History Association.

The purpose of this section of the Policy Book is to provide some basic information on how to approach the contracting of events with a sponsor, be it a community or another organization. It is to be understood that this portion of the Policy Book cannot cover every potential situation or scenario under which an event contract might evolve. Rather, the basis of the Policy is to set a standard for contracts, and a procedure for contracting. This standard can have minor variations from one time period committee or department to another, but the administrative Department should be aware of these standardized differences, with copies of these contracts in their files, for quick use as need be.

5A.) DEPARTMENT AND COMMITTEE CONTRACTING

The Administrative Department of the Living History Association located at L.H.A. National in Wilmington, Vt. is the single most well known and exposed portion or division of the Living History Association. This office has been in operation for more than twelve years. Its' staff has a great deal of organizational experience and the entire organization relies on its' resourcefulness in almost every area to accomplish a variety of tasks.

Due to its exposure through various L.H.A. publications and publicity the Administrative Department many times is the first division of the L.H.A. to be contacted when an event sponsor wishes to contract for L.H.A. involvement in its' event.

5A. 1) DEPARTMENT AND COMMITTEE PROCEDURE AND OPTIONS WHEN APPROACHED WITH A CONTRACT BY A VIABLE SPONSOR

1. Determine the feasibility of accomplishing the contract in the time available for the administration and organization of a successful event or execution of the goals of the contract.
2. Be sure the sponsoring agent will act in good faith and can be trusted to uphold the terms of the contract both in writing and in spirit.
3. If possible, have the sponsor specify exactly what type of historical events they wish to sponsor or goal of the contract so that the correct committees or departments of that time period and geographic area can be contacted.
4. If a sponsor is unsure of which time period they wish to have represented, or if the desired program would lend itself to several time periods to be displayed at once, or

- if any “one” of several different time period demonstrations could apply for successful fulfillment of the desired contract, then; the Administrative Department may put the event up for bid from among all of the applicable committees or departments in that geographic area. (The word bid is not meant to imply a haggling over money, as the Administrative Department will already have negotiated the approximate amount of the contract based on the standardized contract system. The word “bid”, is meant to imply that the first committee or department, of all those contacted, which responds in the affirmative for taking the event contract, will in fact receive the contract.) Committees operating as the only representation for a given interpretive time period are allowed to bid in the same manner as departments, and must be notified of all contracts that pertain to their interpretive time period in the same manner as a department.
5. If the sponsor has specified a specific interpretive time period to carry out the proposed event contract and no other interpretive time period could complete the mission of the contract, then; the Administrative Department must turn the contract over to the proper Interpretive Department or Committee where no Department exists for successful completion or denial of the contract.
 6. If an Interpretive Department’s staff is not well situated geographically, (or for any other reason), to complete the contract, then they are required to search out the leaders of all of the committees in that Department to determine if any “one” committee or combination of committees can fulfill the contract. If the Interpretive Department and all of its’ affiliated committees cannot complete the contract the Department **MUST THEN TURN THE CONTRACT BACK TO THE ADMINISTRATIVE DEPARTMENT**. The Administrative Department reserves the right to fill the contract through the use of individual member or nonmember units if no other option is available.
 7. If a contract is accepted by an Interpretive Department or an L.H.A. Committee, then the responsibility for signing and completing the contract rests with that department or committee. The Administrative Department may continue to monitor the contract to be sure that it is satisfactorily and successfully completed and to assist administratively as needed, i.e. mailings, printing, etc. For these administrative services the Administrative Department’s standard fee is \$500.00, but can be waived if circumstances allow.
 8. If an Interpretive Department or Committee refuse a contract, they must only refuse it to the Administrative Department who will then evaluate its own ability to complete the contract.
 9. Umbrella organizations which have their own incorporation status, that have been given Department or Committee status in the L.H.A. may refuse or accept contracts as need be, without informing the Administrative Department. In essence as long as they abide by their Charters and report their income according to their own incorporation requirements (i.e. state and federal rules), they can operate independently, reporting to L.H.A. only once a year.

10. Umbrella organizations that are unincorporated, and use L.H.A. Committee or Department status as their sole means of “organization” must report the results of each fund raising activity, all expenditures, income, bank accounts, checking accounts, and all moneys held or transacted in anyway by the first of February each year. This is so that the L.H.A. can make a full IRS report.

5A. 1a) INTERPRETIVE SUBDIVISION CONTRACTING OPTIONS AND PROCEDURE WHEN ACCEPTING A CONTRACT FROM A VIABLE SPONSOR

1. The Interpretive Department or Committee must determine the feasibility of successfully completing the contract with the administrative time that is available as well as determining what L.H.A. units or nonmembers and resources can be expected to support the event contract performance.
2. The Interpretive Department or Committee must determine whether the event sponsor will act in good faith and uphold all the terms and conditions of the event contract both in spirit and in writing.
3. An Interpretive Department must determine whether the resources of the entire Department or those of only some of its committees or units should be used for completion of the contract.
4. If an Interpretive Department or Committee is offered an event which does not fall within the interpretive time period of that Department or Committee, it must then refer the event directly to the L.H.A. Administrative Department. The Administrative Department will then contact the proper Interpretive Department or Committee for fulfillment of the contract.
5. If an Interpretive Department is offered a contract outside of its own geographic region, it has the option of giving the event contract, in total or in part, to a committee, or L.H.A. unit or organization of the L.H.A. in the region where the event is to be held. If no such L.H.A. subdivision exists in the geographic area of the event, the Department will turn the contract over to the Administrative Department to be completed or refused.
6. Before any Interpretive Department or Committee of the Living History Association enters into any form of contract with an event sponsor the agreement should be reviewed in a serious manner, by those accepting the contract, to evaluate the quality, and historical worthiness of the event, and to be sure the event falls within the operational By-Laws and Policy Book of The Living History Association. If all is in order the group should take the contract. But if there is some questions about the contract, the group should contact the Administrative Department who will issue a statement of approval (or disapproval for the event. This will be done in a timely manner. If the group does an L.H.A. event that violates L.H.A. Policy or that brings financial loss or embarrassment to the corporation, and they are found negligent in their duty to stay within the intent of the Policy of the L.H.A. ; it will be grounds to revoke the groups charter.

7. The Chairman or the chairman's designated representative will be responsible for the signing and "execution" of any contract, or letter of agreement entered into by the Interpretive Department or Committee which that person represents.
9. The Administrative Department shall monitor the success of all events either through on site visits during the event or through a written post event report or reports submitted by the Interpretive Department, Committee, or unit which performed the event, within 30 days after the event. A report from the event sponsor can also serve the same purpose and negates the need for an L.H.A. subdivision report. The report should give the name of the event, place, date, and an outline of the activities highlights and problems.
10. Interpretive Departments and Committees have the full responsibility for involving as many aspects of historical knowledge within its organization as possible, from scholars, libraries, colleges, historic sites, and collectors to buffs, students, and reenactors for the purpose of combining as many varieties of displays and activities into a living history event as is feasible. This multi-historical approach will accent the main thrust of each event, which is living history interpretation, and therefore will enhance that interpretation. This is a weak point with many living history volunteer interpretive organizations and needs to have the greatest attention of all L.H.A. Interpretive subdivisions.
11. Interpretive Departments, Committees and units have full responsibility for the quality of safety, authenticity, and level of historical interpretation of each event which they perform.

LIVING HISTORY ASSOCIATION POLICY BOOK
CONTRACTS ADDENDUM I

BASIC EVENTS CONTRACT FOR A
LIVING HISTORY ENCAMPMENT WEEKEND

SECTION A.

The Living History Association Will:

1. Send applications to all eligible participant military units.
2. Advertise the event in the Living History Journal.
3. Register and control units/individuals at the camp sites.
4. Set up an authentic period encampment and a 20th Century modern camp. (Some groups camp modern style, usually in a secluded area away from the authentic camp and the demonstration or battle areas.)
5. Provide our own security for camp areas except during ceremonies which take most participants out of camp in which case the sponsor will provide police or security protection for the camps.
6. Conduct authentic ceremonies and/or battle demonstrations.
7. If material is provided, troops will build redoubts, etc. to use during the tactical exercise.
8. Clean trash from the encampment areas after the event.
9. Will dig and replace fire pits for the authentic cooking demonstration areas.
10. Provide participants with a diversity of historical research knowledge, scenario development abilities, and 1st and 3rd person interpretive knowledge to insure the quality of the event.

BASIC EVENTS CONTRACT

SECTION B

Community or Sponsor Will:

1. Provide lodging and service information for participants who wish to stay in local motels.
2. Provide wood for redoubts and campfires. Slab wood or soft wood logs for redoubts if redoubts are desired and hardwood for campfires cut in lengths of 12” to 20”.
3. Supply 1/2 bale of hay for each authentically camping participant to place around their tents for warmth.
4. Supply fresh drinking water for the camps. Easy access is desired.
5. Provide police to park incoming spectators.
6. Provide a loud speaker system for spectators.
7. Provide adequate authentic and modern camping area as well as an adequate performance area.
8. Provide for participant and spectator parking.
9. Be responsible for all tourist and spectator promotion. Participants like to perform for a large audience.
10. Provide adequate clean toilets or porta johns close to the camp grounds with sufficient toilet paper.
11. Provide participants with garbage bags for camp refuse and a nearby dumpster or disposal area for trash. Trash barrels should be put out for spectator trash which is the sole responsibility of the community or event sponsor.
12. Have a Rescue Squad or some medical facility on hand during the event in case of any injury.
13. Reimburse the Living History Association the sum of \$_____. One half sixty days prior to the event and one half upon arrival for the event.
14. All promotional material will list the Living History Association as a co-sponsor of the event, i.e. a statement to the effect that “This Event Is Performed By And Co-sponsored By The Living History Association.

Other programs and services may be added to this contract or contracted separately for in order to attain the variety that a sponsor may want.

SIGNATURES FOR:

The Community or Sponsor

The Living History Association