

VIRGINIA IS FOR LOVERS[®]

Virginia Tourism Authority
(dba Virginia Tourism Corporation, hereinafter known as VTC)
Use of LOVEwork at Weddings
Application and Agreement

LIABILITIES AND RESPONSIBILITIES OF APPROVED APPLICANT, AND TERMS AND CONDITIONS FOR USE OF LOVEWORK AT WEDDINGS

By filling out this application, the undersigned applicant (the “Applicant”) understands and acknowledges that if their application is approved, then Applicant agrees as follows:

- The LOVEwork shall only be used at a wedding event (which is defined for the purpose of this Application and Agreement as a wedding or reception) and shall complement the Virginia is for Lovers marketing campaign and brand.
- The LOVEwork is only available for use at wedding events held in Virginia.
- The LOVEwork is provided on a first-come, first-served basis.
- Requests for use must be submitted at least 60 days in advance of the wedding event.
- The LOVEwork is available for one-day use. The LOVEwork is normally delivered the day before and picked up the day after the wedding (excluding Holidays).
- Admission cost to access the LOVEwork shall not be allowed.
- The placement/location of the LOVEwork shall be on a flat area that is at least 20 feet long and is easily accessible by everyone, including people with mobility issues or physical disabilities. Each LOVE letter weighs over 200 pounds except for the “O” which weighs 400 pounds.
- VTC has final approval on LOVEwork placement/location as well as messaging/promotion related to the artwork.
- Any necessary permits/paperwork/local approval must be secured by the applicant.
- Applicant shall pay a leasing fee of \$1,000.00 for the installation, removal, and use of the LOVEwork. This fee shall be paid by credit card prior to installation. Refunds will not be provided unless VTC exercises its right to cancel.
- This fee is subject to change without notice.

- Applicant shall return the LOVEwork in the same condition as when it was received. Applicant is responsible for loss of or damage to the LOVEwork. Upon delivery of the LOVEwork, Applicant shall inspect and note any problems with the condition of the artwork. VTC staff or its agents will inspect the artwork at the time of pick-up and notify applicant of any changes in condition sustained while in applicant's possession.
- The Virginia Tourism Authority is not responsible for any claim, action, damages, and liability arising from or connected with the use and possession of the LOVEwork.
- The Virginia Tourism Authority disclaims any liability for any consequence, including, but not limited to, any accidents or injuries incurred by Applicant, its guests, or anyone who may come in contact with the LOVEwork, as a result of interaction with the LOVEwork. The Applicant agrees that it is liable for accidents and/or injuries caused by its use of the LOVEwork and agrees to indemnify, defend and hold harmless VTC, its officers, agents, and employees from any claims, damages and actions of any kind or nature, arising from or caused by the use of the LOVEwork, including attorneys' fees, and any other costs incurred in regard to any claim.
- By completing and signing this application, the Applicant is reserving the LOVEwork and, if application is approved by VTC, will be required to pay the fee. Refunds will not be provided should the applicant cancel or postpone the event. If the wedding event is postponed or cancelled, the date for the use of the LOVEwork may be rescheduled, at VTC's sole discretion.

VIRGINIA TOURISM AUTHORITY RESPONSIBILITIES:

- VTC will provide delivery and installation services of the LOVEwork as well as disassembly and removal based upon requirements in the agreement.
- VTC will ensure that the LOVEwork is in good and stable condition when delivered and installed.
- VTC reserves the right, at its sole discretion, to cancel, extend, or shorten the duration of the LOVEwork exhibit at any time for any reason and without cause or penalty. Should the VTC determine the need to cancel, and the Applicant is unable to reschedule the event to another date, then VTC will not charge the leasing fee. If the leasing fee has already been paid, VTC will refund such fee.

Name of Applicant(s): _____

Names of Wedding Couple if other than Applicant: _____

E-mail Addresses of Wedding Couple (*Print*): _____



Phone Numbers of Wedding Couple (*Print*): _____

Name of Wedding Event Location: _____

E-mail Address of Wedding Event Location: _____

Phone Number of Wedding Event Location: _____

Date and Time of Wedding Event: _____

Requested LOVEwork	
_____ Standard/White "O"	
_____ Pride/Rainbow "O"	
Requested Dates - Install: _____ Removal: _____	

The VTC, at its sole discretion, may require the Applicant to provide a certificate of insurance or post a performance bond, naming the Virginia Tourism Authority as additional named insured.

This application also serves as an Agreement and by signing Applicant agrees to all the terms, conditions, and liabilities included in this Agreement.

I have read, understand, agree to, and will comply with the terms, conditions, and liabilities set forth in this Agreement.

Agreed to by:

Name of Applicant(s) (*Print*): _____

Relationship to Wedding Couple: _____

Signature of Applicant(s): _____ Date: _____

Address (*Print*): _____

E-mail Address (*Print*): _____ Phone Number (*Print*): _____

<u>VTC USE ONLY</u>	
Approved by: _____	Paid Date: _____
Date: _____	Invoice#: _____