

Agreement Between  
The U.S. Department of the Interior  
National Park Service  
and the Wolf Trap Foundation

This Agreement is made and entered into between the Wolf Trap Foundation for the Performing Arts, a non-profit corporation organized and existing under the laws of the District of Columbia, hereinafter referred to as the Foundation, and the United States of America, U.S. Department of the Interior, National Park Service, hereinafter referred to primarily as the Service. In some instances, this party is referred to as the Secretary. Collectively, the Foundation and U.S. are referred to as the parties.

Article I. BACKGROUND AND OBJECTIVES

A. This Agreement is in furtherance of the Wolf Trap Farm Park Act, 16 U.S.C. § 284 et seq. (1994) (the Act) and other applicable law, and replaces and supersedes earlier agreements between the parties. It delineates the responsibilities of the parties at Wolf Trap Farm Park for the Performing Arts (the Park), and provides for the repayment of Federal funds by the Foundation. The parties enter this Agreement to satisfy the requirements of the Act for a cooperative agreement pursuant to Section 284d of the Act, and for an agreement pursuant to Section 284c(c) of the Act and for other purposes.

B. Wolf Trap Farm Park for the Performing Arts is a unit of the National Park System. The Service generally administers the Park including the Center as it does the other units of the National Park System pursuant to its various authorities, and in conformance with the Act. The Act requires that facilities and services be provided for the public visiting the Park, in particular the presentation of performing arts programs and related educational programs in the Filene Center and at other locations in the Park.

1. The term Center as used herein refers only to the amphitheater structure within the Park known as the Filene Center and includes the Rehearsal Hall and all real property, equipment and fixtures which are within or directly related to the Filene Center. All right, title, and interest in the Center is vested in the United States.

C. The presentation and production of performing arts programs and certain related educational functions in the Center are the responsibility of the Foundation. The Foundation was created in November 1968 to carry out these activities in the Park and to

provide services pertaining to such activities in cooperation with and under the regulation of the Service. This has occurred pursuant to a series of written agreements with the Service.

D. The Service and the Foundation have determined that the presentation of these performing arts programs and related educational activities should, to the extent possible, be financially self-supporting. The Foundation is also responsible for loans made to the Foundation by the United States for the reconstruction and repair of the Center.

## Article II. AUTHORITY

The parties enter this agreement pursuant to the authority contained in the Wolf Trap Farm Park Act, 16 U.S.C § 284 (1994); Pub.L. No. 89-671, 80 Stat. 950-51 (1966); Pub.L. No.97-310, 96 Stat. 1455-58 (1982); Pub.L. 101-636, 104 Stat.4586-88 (1990); 16 U.S.C.§ 1a-2(g); and the general authorities of the National Park Service, 16 U.S.C. § 1 et seq. (1994), and other applicable law.

## Article III. STATEMENT OF RESPONSIBILITIES

### A. THE NATIONAL PARK SERVICE AGREES TO:

1. TRADITIONAL PARK AND INFORMATIONAL ACTIVITIES. Provide those services traditional to national parks including informational pamphlets and services for the visitors and public and other tours and related activities in the Park and Center. This includes activities such as providing Interpretative Programs for the Park. The Service shall make reasonable efforts to inform the Foundation of such activities within the Center. The Center shall be made available for such tours and activities on a regular basis, with the Service and the Foundation working together to assure that such tours and activities are scheduled so as not to disrupt the preparation for, rehearsal of, or performances of programs on stage or the Foundation's other responsibilities hereunder.

2. PERFORMANCE SUPPORT AND SCHEDULING. Provide the services as herein described that support the approved performance schedule up to the amount programmed for the Park for those purposes, based on the understanding that generally performances shall be scheduled to provide a time interval of at least four hours between performances. The performance season shall be determined by mutual agreement between the Foundation and the Service and shall include an annual planning session.

a. The Service and the Foundation will jointly define the work items required for the presentations each season by the Service, and the theatrical support associated with the Foundation's performance schedule which is the responsibility of the Foundation. Maintenance of the Center outside of the Foundation's performance schedule shall be the responsibility of the Service.

b. The Service and the Foundation shall jointly determine and adjust as needed, the daily opening and closing times of the Center consistent with the public convenience and the nature of the performance.

3. PARK SERVICE STAFFING. Provide staff to meet its responsibilities under this Agreement, including a House Manager for the Center, ushers, parking attendants, personnel for the supervision of visitors, police and fire protection, law enforcement, traffic control, security of facilities, first aid service, maintenance and all other front and back of the house personnel required for the proper functioning of the Center, the presentation of performances and conducting of rehearsals, and third party rentals.

4. ACCESS AND NOTICE. Ensure that the Foundation has access to all areas of the Center and other locations in the Park, provided such access shall not disrupt the Service's functions. The Service has the right at any time to enter any areas of the Park, including the Center, to carry out its responsibilities; provided that whenever possible such right shall be exercised in a manner which will not disrupt preparation for, rehearsal of, or performance of programs presented by or on behalf of the Foundation. The Service shall give the Foundation adequate written notice of all activities of the Service that it is aware of which may affect the Foundation in carrying out its responsibilities under this Agreement.

5. REIMBURSABLE SERVICES. Upon the Foundation's written request, the Service shall consider and at its discretion may provide additional services on an actual cost basis. Also, to the extent that the Service provides utilities, staff, or services in furtherance of rental of the Center and other facilities by the Foundation, the Foundation shall reimburse the Service for such utilities, staff, or services on an actual cost basis. Any additional costs incurred by the Service in connection with broadcasts, residuals, and commercial rebroadcasts shall be reimbursed to the Service.

6. FEDERAL FINANCIAL ASSISTANCE. Process applications from the Foundation for Federal financial assistance in an amount equal to that made available to the Service by appropriation for such purposes in order to support and stimulate performing arts

endeavors at the Park. Applications shall be processed in accordance with applicable regulations and guidelines governing Federal grant activities.

a. The Service's Regional Director of the National Capital Region may also commit other funds, in furtherance of the objectives of this Agreement. The Service shall agree to receive proposals for additional funding of Foundation programs in furtherance of its objectives.

b. Grant supported staffing: The Foundation shall provide stagehands and the Service shall administer the grant for stagehand support in accordance with applicable Federal laws and regulations. Reasonable administrative costs of the Foundation related to the provision of stagehands may be included as part of the stagehand costs in accordance with applicable Federal laws and regulations. Although the Service shall seek sufficient funds to help defray contemplated costs of the stagehands, the obligation of the Service to provide funds shall be limited to the amount of appropriations made available for that purpose. The Service shall have no obligation to furnish Box Office personnel or personnel for programs contracted for or presented by the Foundation, as hereinafter provided.

7. SERVICE AFFILIATIONS. Pursuant to 16 U.S.C. § 284d(c), the Service may enter into contracts and agreements with respect to the administration of the park if they are not in conflict with the Foundation's presentation of performing arts and related educational and cultural programs in the park including the Center.

a. The Service may permit the Parks and History Association to conduct sales in the Park at times when Foundation concessions are not open or when the Service believes it is in the best interests of the public to do so. Such sales may not include items related to the Filene Center or to performing arts presentations presented by the Foundation.

8. EQUIPMENT AND FIXTURES IN THE CENTER. Provide theatrical equipment which shall be properly maintained, repaired, and replaced by the Service, for use by the Foundation in connection with the programs presented in the Center. Theatre equipment includes but is not limited to lighting equipment, sound amplification equipment, and stage and backstage equipment located in the Center which is required for the production and presentation of programs by the Foundation.

a. If the Foundation finds that replacement, additions, or modifications need to be made to cure deficiencies in such

Service-provided equipment or in preventive maintenance to buildings, the Foundation shall promptly notify the Service and recommend necessary changes or replacements.

9. STRUCTURAL AND GENERAL MAINTENANCE AND SECURITY OF THE PARK, CENTER, AND ALL OTHER BUILDINGS IN THE PARK. Be responsible for the structural integrity, general and preventive maintenance, and the proper functioning of Park buildings, and equipment as described in Article III. Section 8, and the security necessary to ensure the integrity of the Park, the Center, and all other buildings and structures in the Park, at no expense to the Foundation.

a. Use of Repaid Loan Funds. Pursuant to Pub.L. 101-636, 104 Stat. 4586-88 (1990), the Service will consult with the Foundation regarding expenditures of funds repaid by the Foundation for the maintenance of Park structures, facilities, and equipment.

10. JANITORIAL AND MAINTENANCE SERVICES.

a. Provide all janitorial services within the Park and Center except for within the concession and third party occupant areas. The Service shall maintain the cleanliness of all public areas, maintain the cleanliness of areas used by Foundation personnel and contracted performers, and maintain the cleanliness of all areas open to the public.

b. Provide general and preventive maintenance service in the Park and Center except in the concession and third party occupant areas to ensure the proper functioning of all mechanical and electrical systems and equipment in the Center during rehearsals and performances.

c. Concessions and third party occupants are defined in Article III. Section 6(d) of this Agreement.

11. UTILITIES. Be responsible for providing utility installations for all structures within the Park. The Service shall provide utilities including electricity, heat, water, and sewage service within the Park; however, the Service is not responsible for any utilities within the Box Office areas or within areas occupied by third party occupants or within any space used for concession activities whether occupied by the Foundation or third party concessionaires.

B. THE FOUNDATION AGREES TO:

1. Subject to the rights of the Service as set forth herein during the term of this agreement and pursuant to applicable law,

the Foundation shall have the exclusive authority and responsibility, except as limited in this paragraph, to contract for the production and presentation of and/or itself present performing arts and certain related educational programs in the Center. The Foundation may also present programs and activities in other areas of the Park when authorized by the Service.

2. THEATRICAL PRODUCTION AND OTHER PROGRAMS. Provide in the Center and upon approval may provide elsewhere in the Park, performing arts programs and related educational programs. The Foundation shall be financially and otherwise responsible for all such presentations, attractions and programs.

a. The Foundation shall furnish a preliminary schedule to the Regional Director of the National Capital Region, on or before March 1 and a detailed schedule of the forthcoming year programs on or before May 1 in order for the Secretary to provide funding support. Any changes in or additions to the schedule of previously approved programs shall be presented to the Service.

i. Generally performances shall be scheduled in order to provide a time interval of at least four (4) hours between performances. The Service shall provide the services as herein described in support of the approved schedule up to the amount programmed for the Park for those purposes.

b. The Foundation shall furnish personnel including but not limited to stagehands, complete casts, directors, theatrical consultants, musicians, conductors, supernumeraries, choreographers, make-up personnel, wardrobe personnel, scenery, and other specialized equipment, costumes, special electrical and sound equipment utilized by specific performances and all literary and musical material, and theatrical sets and props.

c. The Foundation shall be responsible for providing any other necessary special equipment including maintenance and tuning of pianos.

3. FUNDING AND REVENUE RECEIPT. Supply all funds, other than Federal funds provided for support, necessary to contract for and/or itself present performing arts and related educational programs under the provisions of this Agreement. In consideration thereof, the Foundation shall be entitled to receive the income derived from such programs including, but not limited to, admissions charges, income derived from contractual arrangements between the Foundation and producers and educational organizations for presentation of programs for the public, and fees from the presentation of programs. Contributions and other revenues and fees received by the Foundation, as income derived from contractual arrangements for use of the Center and any other Service facilities, may be retained by the Foundation.

4. CASH RESERVES. Endeavor to have available as of February 1 of each year, cash reserves sufficient to meet any deficit which may reasonably be expected to arise during that upcoming program season.

5. FOUNDATION'S USE OF THE CENTER AND OTHER PARK AREAS. The Foundation for purposes of this Agreement shall have primary use of the Center without charge, together with lighting, sound amplification, stage and backstage, and other equipment provided by the Service. The Foundation shall also have use without charge, of the concession facilities and areas in the Center and Park, excluding the vending machines within the administrative offices and maintenance areas of the Service.

a. The Foundation shall have the use of other areas in the Park, with approval of the Service, to enable the Foundation to discharge its responsibilities hereunder throughout the year.

i. The meadow area: With approval of the Service, the Foundation shall also be permitted to sell items in the meadow area during festivals presented by the Foundation which relate to the performing arts responsibilities of the Foundation. The number of festivals shall not exceed five (5) festivals per season. All festivals shall be ticketed events and not open to the general public except by ticket admission.

b. The Foundation shall seek Service approval of all products to be distributed to the public by vending machines.

6. AREA ASSIGNMENTS, RESPONSIBILITIES AND OTHER CONTRACTING.

a. Abide by the area assignments illustrated on Attachment A. The Foundation shall have the authority to use areas assigned and indicated on Attachment A and to authorize the use of these areas by concessionaires and other third party occupants and shall be responsible for the cost of all services provided by such concessionaires and third party occupants. All such use and the contracts or agreements authorizing such use must be consistent with National Park Service concessions management practices and procedures which include specific practices and procedures on quality and pricing of items sold.

b. The cleanliness of all concessions and third party occupant areas prior to, during, and after use of such areas shall be the responsibility of the Foundation, and it shall be responsible for routine maintenance in those areas where it conducts concession activities or has authorized third party occupants to use. The Foundation's responsibility shall include all equipment and fixtures located within such areas. Replacement and maintenance of all concession-related equipment

is the responsibility of the Foundation. The Foundation is responsible for the purchase, maintenance and replacement of tents used by the Foundation.

c. Copies of all contracts, licenses, leases, permits and other authorizations executed for activities within the Park, including all third party agreements with the Foundation or concessionaires of the Foundation, must be provided to the Service within 30 days of execution and shall contain the following paragraphs:

The Contractor (Permittee, Licensee, etc.) agrees to comply with all directives of the National Park Service with regard to health, safety, security matters and protection of Park resources at Wolf Trap Farm Park and agrees to comply with all written rules and regulations of the National Park Service in regard to activities at the Park and to grant access to the Park Service to any and all areas of operations. This provision shall be enforceable by the National Park Service as well as by the Foundation, and breach hereof shall be grounds for immediate termination of this Agreement.

The Secretary of the Interior, or any of his duly authorized representatives, shall have the right to verify and audit all books, correspondence, memoranda and other records of the Contractor (Permittee, Licensee, etc.), during the period of this Agreement and for such time thereafter as may be necessary to accomplish such verification.

The Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of five (5) calendar years after the close of business year of the Contractor (Permittee, Licensee, etc.), have access to and the right to examine and audit any of the pertinent books, documents, papers and records to this Agreement.

d. The term "third party occupants" as used herein includes all persons, groups or organizations permitted by the Foundation to occupy space or conduct activities within the Park or Center, including those not involving the providing of goods or services to the public for a fee. It generally does not include performers. The term "concessionaire" as used herein includes all third party occupants who conduct operations in the Park or Center involving the providing of goods or services to the public for a fee. These are Foundation concessionaires.



7. MODIFICATIONS AND ALTERATIONS. Participate as follows concerning changes to the Center. The Foundation has the right to review, comment on, and submit suggestions for structural and preventive maintenance alterations to the Center. In the event the Foundation seeks an alteration, it shall submit to the Service any proposed construction plans for review and written approval. Such plans shall be submitted sufficiently in advance of any proposed change so as to permit review by the Service and will not be undertaken without the aforesaid written approval.

a. There may be occasions when the Foundation opts to pay for and provide for Service-approved modifications and alterations.

8. PERSONAL PROPERTY. Obtain the prior approval of the Service, should the Foundation seek to install personal property to assist in presenting programs. This personal property shall remain the property of and may be removed by the Foundation at any time, provided such installation and removal does not damage the entertainment space or facilities. The Foundation is responsible for the actual maintenance and repair of its personal property although the work may be performed under Service supervision.

9. SIGNS. Obtain the prior approval in writing by the Service for the design, location, text and method of installation of any signs placed in the Park or Center by the Foundation.

a. Marquee: The wording on the marquee shall be the responsibility of the Foundation. The Foundation, on a weekly basis, shall provide the Service the proper wording on all performance related activities in the Center. The Service shall maintain the marquee and change the signs. The wording on the signs shall be consistent with National Park Service regulations.

10. JANITORIAL AND MAINTENANCE RESPONSIBILITIES. The Foundation shall be responsible for janitorial services at the Encore Circle, the Associates Deck, and for those areas for which the Service is not responsible.

11. UTILITIES. Utility services in the Box Office, concession, and third party occupant areas shall be the responsibility of the Foundation. The Foundation shall be responsible for all Foundation telephone service, including installation, equipment changes and monthly charges.

a. The Foundation shall reimburse the Service for all utility costs for the restaurant building from May 1 through September 30 each year.

12. RELATED AND SUPPORTING SERVICES. Consistent with National Park Service regulations:

a. Arrange for sale and distribution of tickets at the Box Office in the Park and at other locations, and for all presentations and special events of the Foundation presented in the Park;

b. Maintain press relations, provide press materials and advertising services, and permit promotional activities for programs it presents in the Center or at any other location in the Park;

c. Provide radio broadcasting, television, filming, photography, taping, audio recording, or other kinds of reproduction of any nature whatsoever where necessary to further the Foundation's objectives. The Service shall not require separate permits for the activities carried out pursuant to this section;

d. Furnish House Programs which may include advertising and will be distributed free of charge at all events presented by the Foundation in the Center;

e. May also distribute informational pamphlets regarding its programs/activities in the Park and Center; and

f. Be responsible for all concessions within the Park, not including park administration/maintenance areas.

13. PROGRAM AND ADMISSION CHARGES AND POLICIES.

a. Admission charges shall be no higher than levels currently in effect for similar performances in the Washington, D.C. Metropolitan Area, and that the maximum number of tickets sold or distributed free of charge for any given Center performance will be the number of seats actually existing in the Center (3868), and the maximum number available for lawn areas (3,160).

b. The Foundation may, with the concurrence of the Service, set aside blocks of tickets for free distribution or sale at reduced prices in furtherance of its charitable and educational objectives.

c. The Foundation shall provide the Secretary of the Interior, without charge, a box of eight (8) seats for each performance at the Center.

14. ANNUAL REPORT. Shall prepare and submit an annual report to the Secretary, on or before April 1 of each year, which shall also be submitted to the appropriate committees of the

United States House of Representatives and the United States Senate, summarizing the activities of the previous year together with a comparison of goals and objectives with actual accomplishments, and a presenting a plan for the forthcoming year.

15. SUBMISSION OF REPORTS. All reports and other pertinent documents related to this Agreement should be mailed to the following National Park Service officials:

Regional Director  
National Capital Region  
1100 Ohio Drive, S.W.  
Washington, DC 20242

With copies to:

Director  
Wolf Trap Farm Park for the Performing Arts  
1551 Trap Road  
Vienna, VA 22182

16. ACCOUNTING RECORDS AND REPORTS.

a. Maintain accounting records in accordance with generally accepted accounting principles. The fiscal year of the Foundation begins on January 1st of each year.

i. The Foundation shall submit annually as soon as possible at the end of each fiscal year but not later than 90 days after the 31st of December, a public accounting report on its financial position and the result of operations, including concessions operations, for the preceding year, providing information to the Secretary about the operations of the Foundation.

ii. Copies of Box Office statements shall be provided to the Service on a weekly basis during the Center season. Such statements shall include a specific listing of the distribution of all complimentary tickets.

b. Pursuant to Pub.L. 97-310, 96 Stat. 1455-58 (1982) and 16 U.S.C. § 284d(c) (1), the Secretary and the Comptroller General of the United States or any of their duly authorized representatives shall have access to and the right to examine and audit any pertinent books, documents, papers and records of the Foundation and its concessionaires to make audits, examinations, excerpts, and transcripts.

c. Separate Accounts: The Foundation shall, in accord with generally accepted accounting principles, maintain amounts

for its activities outside of the Park separate from accounts covering the presentation of performing arts and related programs presented within the Park.

17. FUNDRAISING BY FOUNDATION. In its discretion, engage in reasonable fundraising activities necessary and appropriate to support its functions hereunder. Upon the request of the Service, the Foundation shall provide to the Service on a timely basis, information on these activities.

18. ORGANIZATION STATUS. Maintain its status as an organization described in Section 501(c)(3) of the Internal Revenue Code and exempt from taxation under Section 501(a) of such code.

19. REPAY THE UNITED STATES. Repay to the United States pursuant to applicable law the outstanding principal balance of the loans made to the Foundation pursuant to 16 U.S.C. § 284c(b)(1), hereinafter referred to as the Loan Principal. The Loan Principal shall be repaid in accordance with the Payment Schedule attached hereto as Attachment B. Repayment of the Loan Principal may include a credit not to exceed \$60,000 annually for one hundred (100) percent of the market value, determined at prevailing prices at the Foundation Box Office, of those public service tickets given to entities exempt from taxation pursuant to section 501(c)(3) of the Internal Revenue Code of 1986.

20. DEFAULT ON LOAN. The following: that pursuant to 16 U.S.C. § 284c(b)(3), and Pub.L. 101-636, 104 Stat. 4586-88 (1990), if the Foundation is in default on its repayment of the Loan Principal for more than sixty (60) consecutive days, the Secretary, acting in the public interest, shall terminate this Agreement. In the event of a major catastrophe or severe economic situation the Secretary may submit to the Committee on Natural Resources of the United States House of Representatives and to the Committee on Energy and Natural Resources of the United States Senate, a recommendation that this requirement be temporarily suspended. In submitting such a request, the Secretary shall submit clear evidence of the financial status of the Foundation.

#### Article IV. TERM OF AGREEMENT

Unless earlier terminated by operation of the terms of this agreement or by agreement of the parties in writing, this Agreement shall expire October 1, 2018. During the term of the Agreement, the Foundation and the Service shall review the terms

and conditions of this agreement every fifth year. Changes to this agreement must be mutually agreed upon in writing by the Parties, excluding those to Article V., Key Officials.

Article V. KEY OFFICIALS

Should a party change its contact, it shall notify the other party in writing as soon as possible.

A. THE CONTACT FOR THE SERVICE IS:

Director  
Wolf Trap Farm Park for the Performing Arts  
1551 Trap Road  
Vienna, VA 22182

Telephone: (703) 255-1808  
FAX: (703) 255-1971

B. THE CONTACT FOR THE FOUNDATION IS:

President & CEO, Wolf Trap Foundation  
1624 Trap Road  
Vienna, VA 22182

Telephone: (703) 255-1920  
FAX: (703) 255-1905

Article VI. LIABILITY

A. The Foundation agrees to be fully responsible for the management, use and safety of those portions of the Park which are made available to the Foundation to perform its responsibilities hereunder, and during such period of time as it actually utilizes those portions of the Park.

B. The Foundation shall pay the United States the full value for all damages to the lands or other property of the United States caused by the Foundation, its representatives both paid and unpaid, employees, contractors or employees of contractors, and concessionaires, as determined by the Service.

C. The Foundation shall indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from any omission or activity of the Foundation, its representatives both paid and unpaid, employees, contractors or employees of contractors, and concessionaires.

## Article VII. INSURANCE.

A. Pursuant to 16 U.S.C. § 284c(c)(3), during the term of this Agreement, the Foundation shall maintain at its expense, insurance on the Center respecting such risks, and in such amounts, and containing such terms and conditions, as are satisfactory to the Secretary, and any repairs or reconstruction carried out with proceeds of this insurance are subject to approval by the Secretary. The Foundation, therefore, shall meet the insurance requirements described in this Agreement and shall provide the Service with confirmation of such insurance coverage upon the request of the Service and when any changes are made in the insurance policies.

1. The Foundation shall procure and maintain fire and hazard protection insurance in an amount equal to the appraised replacement cost of the Center and Restaurant, including deck. Such insurance coverage shall be adjusted annually to keep pace with increased construction costs.

a. The Foundation shall apply any proceeds from such policy to the repairs or replacement of the Center and Restaurant, including deck; and shall obtain prior approval from the Service for this work.

B. The Foundation agrees to assume liability for any and all claims by third parties arising from the acts or omissions of its representatives, paid and unpaid, employees, volunteers, contractors or employees of contractors, and concessionaires. The Foundation shall procure and maintain public and employee liability insurance from responsible companies with a minimum limitation of One Million Dollars (\$1,000,000) per person for any one claim, and an aggregate limit of Three Million Dollars (\$3,000,000) for any number of claims arising from any one incident. Such insurance coverage shall be adjusted every two years to keep pace with increases in the cost of living. The United States shall be named as an additional insured on all policies. All such policies shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's Sole risk.

## Article VIII. TERMINATION

A. If either party fails to observe any of the terms and conditions of this Agreement, the other party may terminate this Agreement for default without any legal process whatsoever by giving sixty (60) days written notice of termination, effective at the end of the sixty (60) day period. The Foundation shall

vacate the Park and the Center on or before the termination of the Agreement, unless prior to that time other arrangements are agreed to in writing by the parties.

1. In the event of such termination for default on the part of the Foundation, funds held by the Foundation in their reserve to support the current year and the following booking season shall be applied against its contractual and other commitments in connection with performing arts programs in the Park including those owed to the Service.

2. It is agreed that in case of default on the part of the Service to observe the conditions of this Agreement, or in the event appropriated government funds are not available for the proper functioning of the Park as determined by the Service, the Foundation may, after sixty (60) days written notice to the Service of the default, declare this Agreement terminated without any legal process whatsoever.

B. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT. The Service may terminate this Agreement for the convenience of the government, at any time, when it is determined to be in the best interest of the public to do so. The Foundation shall be notified in writing within five (5) working days following the termination. In the event of a termination under this paragraph, the Service shall be deemed to have breached this contract, provided, however, in no event shall the United States be responsible for loss of profits occasioned by such termination. This is intended to preserve to the Foundation its legal right to seek reimbursement from the Service for any and all known damages for such breach except damages for any loss of profits occasioned by such termination.

#### Article IX. REQUIRED CLAUSES

A. NON-DISCRIMINATION. The Parties shall abide by the provisions of Executive Order 11246, as amended, shall be in compliance with the requirements of Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C § 2000d et seq. (1994 & Supp. I 1995)); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394, 29 U.S.C. § 794 (1994), as amended), the Age Discrimination Act of 1975 as amended (89 Stat. 728; 42 U.S.C. § 6101 et seq. (1994)) and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, disability, religion, or sex, in employment and in providing of facilities and services to the public.

B. ANTI-DEFICIENCY ACT. Pursuant to the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1) (1994), nothing herein contained shall be construed as binding the United States to

expend in any one fiscal year any sum in excess of appropriations made by Congress for this purpose, or to involve the United States in any contract or other obligation for the further expenditure of money in excess of such appropriations.

C. INTEREST OF MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. § 22, Interest of Member of Congress, (1994), "No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon."

D. LOBBYING PROHIBITION. The Parties shall abide by the provisions of 18 U.S.C. § 1913 Lobbying with Appropriated Moneys, (1994), which states:

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member of Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

Whoever, being an officer or employee of the United States or of any department or agency thereof, violates or attempts to violate this section, shall be fined under this title or imprisoned not more than one year, or both; and after notice and hearing by the superior officer vested with the power of removing him, shall be removed from office or employment.

E. SEVERANCE OF TERMS AND COMPLIANCE WITH APPLICABLE LAW. The Parties shall comply with all applicable laws and regulations. This Agreement is subject to all laws, regulations and rules governing National Park Service property, whether now in force or hereafter enacted or promulgated. Nothing in the Agreement shall



be construed as in any way impairing the general powers of the National Park Service for supervision, regulation, and control of its property under such applicable laws, regulations, and rules.

If any term or provision of this Agreement is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this Agreement shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.

F. DRUG FREE WORK PLACE ACT (Required For Use With Appropriated Funds). The parties certify that comprehensive actions will be taken to ensure the work place is drug free.

G. VOLUNTEERS IN THE PARK. All unpaid representatives of the Park Service shall be Volunteers in the Parks (VIP's), under 16 U.S.C. § 18g et seq. (1994). VIP's are not Federal employees but shall be entitled to those benefits and protections related to workmen's compensation, Federal tort claims and others as specified in the Volunteers in the Parks Act. All unpaid representatives of the Foundation shall be volunteers of the Foundation and not employees. Foundation volunteers will be additionally insured under the Foundation's General Liability policy for their actions and omissions while performing duties as assigned by the Foundation and any injuries sustained by Foundation volunteers in that capacity will be covered by the Foundation's Workers Compensation policy.

#### Article X. STANDARD CLAUSES

A. ASSIGNMENT OF AGREEMENT. This Agreement is not assignable; however it may be transferred to a corporation formed for the purpose of continuing and carrying out the purposes of this Agreement and then only with the prior written approval of the Secretary.

B. CONSULTATION BETWEEN THE FOUNDATION AND THE SERVICE. The Foundation and the Service, through their representatives, shall maintain close liaison and consult regularly on all matters pertaining to the activities of the parties at the Park and the Center.

1. The Foundation shall give the Service, for review and approval, adequate notice of any proposed use of the Center and any other Service facilities so that the Service can carry out its responsibilities under this Agreement.

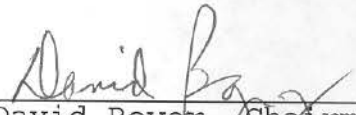
2. Before taking any action which may result in closing the Center or delaying, cancelling or otherwise materially affecting any performance, the Service shall consult with the

Foundation unless such action is immediately necessary to protect public health or safety. This does not affect the ability of the Service to terminate this Agreement for the convenience of the government, pursuant to Article VIII of this Agreement.

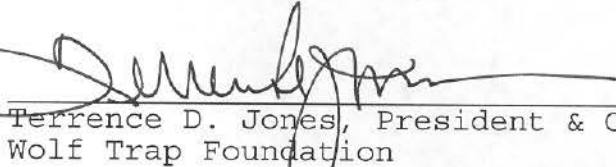
Article XI. AUTHORIZING SIGNATURES.

This Agreement is effective upon the date of the last signature affixed.

WOLF TRAP FOUNDATION FOR THE PERFORMING ARTS

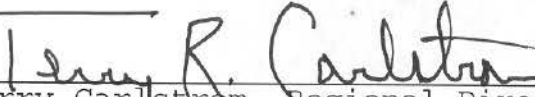
  
\_\_\_\_\_  
David Boyer, Chairman,  
Wolf Trap Foundation

12/1/98  
Date

  
\_\_\_\_\_  
Terrence D. Jones, President & CEO,  
Wolf Trap Foundation

11/23/98  
Date

UNITED STATES OF AMERICA

  
\_\_\_\_\_  
Terry Carlstrom, Regional Director,  
National Capital Region,  
National Park Service

12/4/98  
Date

ATTACHMENT A

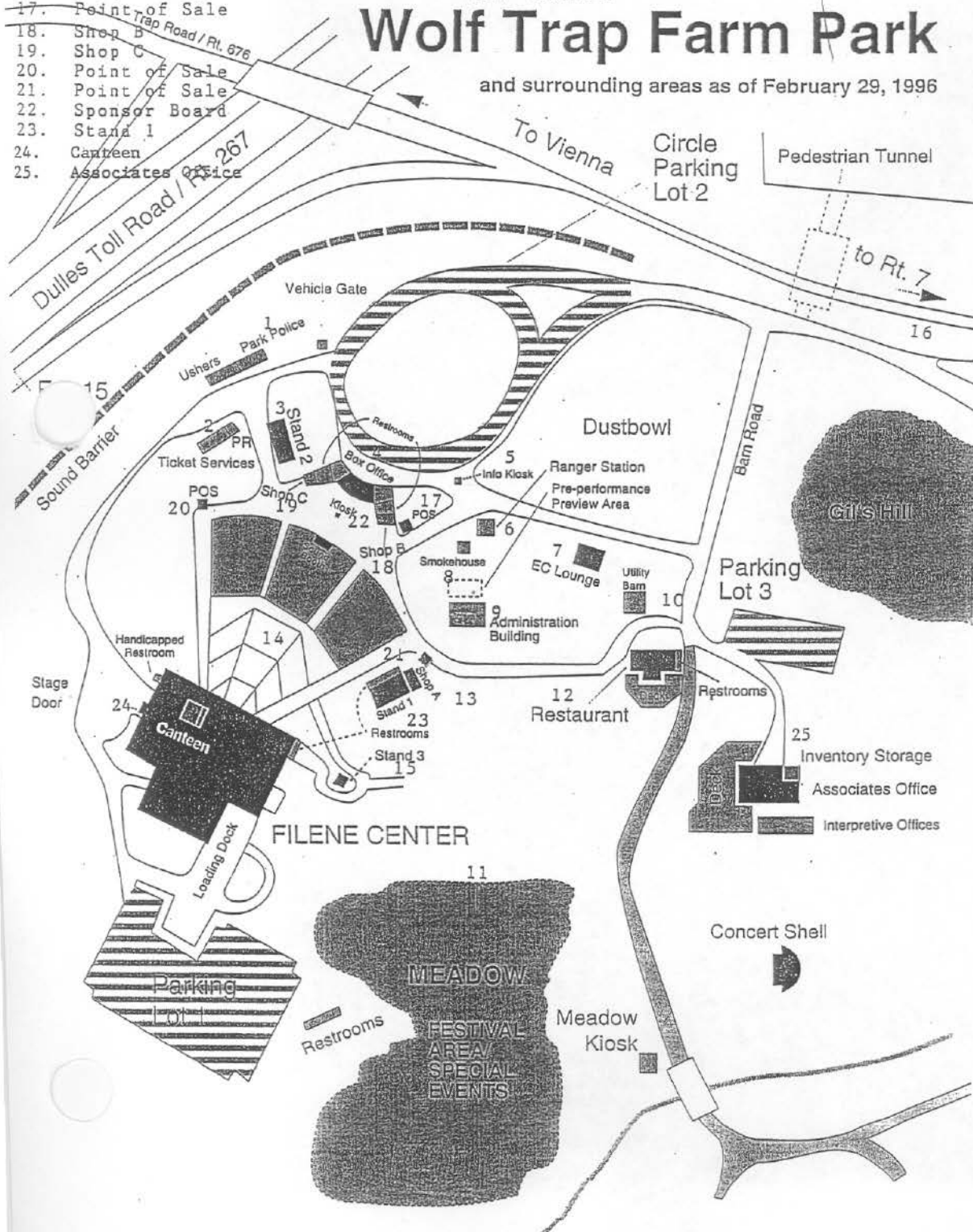
Areas Assigned to Wolf Trap Foundation:

LEGEND:

- |                                |                                |                       |
|--------------------------------|--------------------------------|-----------------------|
| 1. U.S. Park Police            | 2. Ticket Services             | 24. Canteen           |
| 2. Ticket Services             | 3. Stand 2                     | 25. Associates Office |
| 3. Stand 2                     | 4. Box Office                  |                       |
| Box Office                     | 7. Encore Circle Lounge        |                       |
| Information Kiosk              | 11. Lower Meadow Festival Site |                       |
| Visitor Services               | 12. Restaurant                 |                       |
| 7. Encore Circle Lounge        | 13. Shop A                     |                       |
| 8. Smoke House                 | 15. Stand 3                    |                       |
| 9. Administration Building     | 16. Marquee Sign               |                       |
| 10. Barn                       | 17. Point of Sale              |                       |
| 11. Lower Meadow Festival Site | 18. Shop B                     |                       |
| 12. Restaurant                 | 19. Shop C                     |                       |
| 13. Shop A                     | 20. Point of Sale              |                       |
| 14. Filene Center              | 21. Point of Sale              |                       |
| 15. Stand 3                    | 22. Sponsor Board              |                       |
| 16. Marquee Sign               | 23. Stand 1                    |                       |
| 17. Point of Sale              |                                |                       |
| 18. Shop B                     |                                |                       |
| 19. Shop C                     |                                |                       |
| 20. Point of Sale              |                                |                       |
| 21. Point of Sale              |                                |                       |
| 22. Sponsor Board              |                                |                       |
| 23. Stand 1                    |                                |                       |
| 24. Canteen                    |                                |                       |
| 25. Associates Office          |                                |                       |

# Wolf Trap Farm Park

and surrounding areas as of February 29, 1996



## ATTACHMENT B

## WOLF TRAP FOUNDATION\*\*\*PAYMENT SCHEDULE

Principal      \$8,560,226

YEAR	Principal	Ticket Credit	Net Cash Payment	Date Paid
1991	\$215,000	\$60,000	\$155,000	5/01/91
1992	215,000	60,000	155,000	5/15/92
1993	215,000	60,000	155,000	5/04/93
1994	359,783	60,000	299,783	6/01/94
1995	359,783	60,000	299,783	5/17/95
1996	359,783	60,000	299,783	
1997	359,783	60,000	299,783	
1998	359,783	60,000	299,783	
1999	359,783	60,000	299,783	
2000	359,783	60,000	299,783	
2001	359,783	60,000	299,783	
2002	359,783	60,000	299,783	
2003	359,783	60,000	299,783	
2004	359,783	60,000	299,783	
2005	359,783	60,000	299,783	
2006	359,783	60,000	299,783	
2007	359,783	60,000	299,783	
2008	359,783	60,000	299,783	
2009	359,783	60,000	299,783	
2010	359,783	60,000	299,783	
2011	359,783	60,000	299,783	
2012	359,783	60,000	299,783	
2013	359,783	60,000	299,783	
2014	359,783	60,000	299,783	
2015	<u>359,783</u>	<u>60,000</u>	<u>299,783</u>	
	\$8,560,226	\$1,500,000	\$7,060,226	

## ATTACHMENT C

### Executive Order 11246 Equal Employment Opportunity

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

#### Part 1-Nondiscrimination in Government Employment

Section 101. It is the policy of the Government of the United States to provide equal opportunity in Federal employment for all qualified persons, to prohibit discrimination in employment because of race, creed, color, or national origin, and to promote the full realization of equal employment opportunity through a positive, continuing program in each executive department and agency. The policy of equal opportunity applies in every aspect of Federal employment policy and practice.

Sec. 102. The head of each executive department and agency shall establish and maintain a positive program of equal employment opportunity for all civilian employees and applicants for employment within his jurisdiction in accordance with the policy set forth in Section 101.

Sec. 103. The Civil Service Commission shall supervise and provide leadership and guidance in the conduct of equal employment opportunity programs for the civilian employees of and applications for employment within the executive departments and agencies and shall review agency program accomplishments

periodically. In order to facilitate the achievement of a model program for equal employment opportunity in the Federal service, the Commission may consult from time to time with such individuals, groups, or organizations as may be of assistance in improving the Federal program and realizing the objectives of the Part.

Sec. 104. The Civil Service Commission shall provide for the prompt, fair, and impartial consideration of all complaints of discrimination in Federal employment on the basis of race, creed, color or national origin. Procedures for the consideration of complaints shall include at least one impartial review within the executive department or agency and shall provide for appeal to the Civil Service Commission.

Sec. 105. The Civil Service Commission shall issue such regulations, orders, and instructions as it deems necessary and appropriate to carry out its responsibilities under this Part, and the head of each executive department and agency shall comply with the regulations, orders, and instructions issued by the Commission under this Part.

Lyndon B. Johnson  
The White House  
September 24, 1965