



# VIRGINIA LOGOS

*An Interstate Logos Company*

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Wednesday, January 22, 2020

Carroll County Parks and Recreation  
Attn: Mr. Garrett Nelson  
129 Ballpark Drive  
Hillsville, VA 24343

RE: SGS Customer Number 2121

Dear Mr. Nelson:

Thank you for your continued participation in the Virginia Supplemental Guide Sign (SGS) Program. Just to remind you, these can be blue, green, or brown signs on the highway directing motorist to your facility. The background color of your sign depends on the qualification of your facility under the Integrated Directional Signing Program Participation Criteria.

Enclosed is a new Participation Agreement that includes an updated transferability clause. Please initial the Uniform Electronic Transaction Act clause and sign and date the bottom right hand corner where indicated, and promptly return an original copy to us..

If you have any questions, please do not hesitate to contact us locally in Richmond at (804) 754-0970, toll-free at (800) 229-2809, or by email at [virginialogos@interstatelogos.com](mailto:virginialogos@interstatelogos.com).

Sincerely,

Virginia Logos

**VDOT INTEGRATED DIRECTIONAL SIGNING PROGRAM:**

**Participation Agreement**

**Supplemental Guide Sign**

**Date:** 1/22/2020  
**Contractor:** Virginia Logos, L.L.C.  
**Contract/Customer NO.:** 2121

**Customer Name** Carroll County Parks and Recreation **Trade Name**  
**Customer Billing Address** 129 Ballpark Drive Hillsville, VA 24343 **PhoneNo.:** (276) 730-3191  
**Contact Person** Mr. Nelson **Fax No.:** (273) 730-0289

Customer hereby authorizes and instructs VDOT or the VDOT Authorized IDSP Statewide Contractor (hereafter identified as "THE CONTRACTOR") to install and maintain Supplemental Guide Signs ("SGS") as described below, or as per list attached. Term of this Agreement (hereafter identified as the "CONTRACT") is subject to the Virginia Department of Transportation (VDOT) Participation Criteria, policies, procedures, rules, and regulations.

In consideration of the terms and conditions contained herein, Customer hereby promises and agrees to pay THE CONTRACTOR the following:

**Customer will pay for any agreed upon maintenance and/or construction costs including associated administrative costs**  
**Annual Fee\* - Major Sign (12 sq' and over): \$700 per sign (prorated at \$58.33 per month)**  
**Annual Fee\*, Minor Sign (under 12'sq): \$250 per sign (prorated at \$20.83 per month)**

**\*For Commercial Entities Only, except Wineries. Wineries are charged \$450 per year for each set of up to five (5) signs. Cost associated with the maintenance fee for Wineries shall be paid by VDOT. Government and Non-Profit entities are not charged Annual Fees.**

This Contract shall automatically renew on September 30th each year, unless otherwise notified by THE CONTRACTOR or VDOT. Annual fees are due on September 30th each year. New Customers will be billed a prorated amount to insure that all contracts have a billing date of September 30th. This prorated amount will be based on the customer's installation date and will be no shorter than seven (7) months.

**See attached list of applicable sign locations**

THE CONTRACTOR will fabricate the actual signs and/or erect the signs for each location within six (6) weeks of the receipt of all materials. Customer understands that THE CONTRACTOR will charge the Customer an agreed fee to fabricate, install, and maintain the signs and structures in accordance with THE CONTRACTOR's contract with VDOT under the State's Integrated Directional Sign Program (IDSP). Customer represents and warrants that it is, and will continue to be during the term of this contract and any extensions thereof, a facility or establishment listed under VDOT's "Acceptable Sites" for Supplemental Guide Signs, with all facilities and operations for such service required for participation as a Supplemental Guide Sign, as outlined in VDOT participation criteria, policies, procedures, rules, and regulations pertaining to Supplemental Guide Signs. This includes the right of VDOT to increase the participation fee, as of October 1st of any year. In the event that VDOT exercises its right to increase the participation fee, THE CONTRACTOR shall have the right to increase the payments due hereunder by providing thirty (30) days prior written notice to Customer. Billing for new customers will be rendered following the date of installation and will be paid within thirty (30) days of receipt. The annual fees if applicable will be due on The Customer agrees that it fully understands the eligibility requirements and has completed the participation application. The Customer also agrees to allow THE CONTRACTOR or VDOT personnel to inspect the location for compliance with the State Criteria. Customer further hereby agrees, notwithstanding anything contained herein to the contrary, that in the event that THE CONTRACTOR's contract with VDOT is terminated for any reason, then this Contract shall immediately terminate upon written notice to the Customer. Upon such termination, all unpaid amounts due Customer to THE CONTRACTOR shall be immediately due and payable. Further, in the event that the existing CONTRACTOR's contract with VDOT to administer the SGS Program is not renewed at the end of its current term, then this Contract shall automatically be assigned to the successor CONTRACTOR authorized by VDOT, or VDOT Program administrator, effective on the date that is the day after the expiration of THE CONTRACTOR's current contract with VDOT. VDOT shall notify Customer in writing of any such assignment. Upon such an assignment, THE CONTRACTOR whose contract term expires without renewal shall transfer to the assignee any pro-rated amount for any payments made by Customer attributable to periods from and after the date of assignment, and after such transfer, THE CONTRACTOR whose contract term expires without renewal shall have no further rights, responsibilities or obligations under this Contract, and Customer shall hold such CONTRACTOR harmless for same.

Nothing herein shall prohibit Customer from giving written notice to terminate this Agreement at any time, however, in such event, Customer will have accelerated the end of the applicable term and may lose its right to participate in the Supplemental Guide Sign Program in accordance with the participation criteria, policies, procedures, rules and/or regulations. No refunds will be given to Customers who choose to cancel their Contract. Any written notice required under this Contract shall be given to the other party by regular mail, postage prepaid, with sufficient proof of mailing which may be either a United States postal certificate of mailing or a certificate of service confirming such mailing prepared by the sender.

**The parties agree that this Contract may be delivered and executed electronically, in accordance with the provisions of the Uniform Electronic Transactions Act, as set forth in Section 59.1-479, et seq., of the Code of Virginia.**

**THE CONTRACTOR Initial** \_\_\_\_\_ **Customer Initial** \_\_\_\_\_

**This Contract is signed and accepted subject to the standard conditions attached and all rules and regulation set forth by VDOT pertaining to the State's Integrated Directional Sign Program and the Virginia Supplemental Guide Sign Program.**

Accepted this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. CUSTOMER, \_\_\_\_\_

VDOT IDSP Authorized CONTRACTOR: Virginia Logos, L.L.C. Print: \_\_\_\_\_

BY: \_\_\_\_\_ Title: \_\_\_\_\_

General Manager



## STANDARD CONDITIONS

1. **CLARIFICATION OF TERMS OF THE CONTRACT.** The terms THE CONTRACTOR and "Customer" when used herein shall include either singular or plural, masculine or feminine as the case may be; and the provisions of this Contract shall bind the parties mutually and their heirs, executors, administrators, successors, and assigns. Whenever "THE CONTRACTOR" is used in this CONTRACT it shall refer to the VDOT Authorized IDSP Statewide Contractor. Supplemental Guide Signs means separately attached sign mounted on a Supplemental Guide Sign structure to direct motorists to a customer's qualified establishment or facility, on a crossroad at or near an intersection maintained by THE CONTRACTOR in accordance with its contract with the Virginia Department of Transportation (VDOT). Contract includes the Participation Agreement, the Standard Conditions attached thereto, and any addenda as may be applicable such as in the case of a Winery Business. A reference to days in this Contract means calendar days unless the reference to business days is expressly stated. Business days for purposes of this Contract mean any calendar day excluding weekends and official holidays of the Commonwealth of Virginia (New Year's Day; Lee-Jackson Day; Martin Luther King, Jr. Day; George Washington's Day; Memorial Day; Independence Day; Labor Day; Columbus Day and Yorktown Victory Day; Veterans Day; Thanksgiving Day; Day After Thanksgiving; and Christmas Day).
2. **MAINTENANCE AND REPAIRS.** THE CONTRACTOR will inspect the sign and sign structure upon receipt of a \$100 non-refundable maintenance inspection fee. Customer shall notify THE CONTRACTOR of any damage to or disrepair of the sign or the sign structure and within 15 business days of discovery, THE CONTRACTOR shall notify Customer of any damage to or disrepair of the sign. All maintenance and construction cost will be the responsibility of the Customer.
3. **CANCELLATION.** In the event of termination of the Contract between THE CONTRACTOR and VDOT, this Participation Agreement (Contract) will transfer to VDOT or designated contractor.
4. **CUSTOMER** represents and warrants that it is, and will continue at all times during this Contract, to be in conformance with all applicable laws and regulations concerning the provisions of public accommodations in its business and shall not discriminate in any way with respect to race, creed, color, sex, religion, age, national origin, or accessibility by the handicapped.
5. **COMMENCEMENT OF CONTRACT.** The commencement date for service is the actual date of completion of installation.
6. **ART WORK OR SIGN DESIGN.** If THE CONTRACTOR is requested by Customer to submit art work/sign design, then said art work/sign design submitted by THE CONTRACTOR shall be approved or substitute art work/sign design shall be furnished by Customer within ten (10) days after submission. In case of default in furnishing or approval of art work by Customer, then commencement of service shall be deemed to occur on the dates on which the various spaces are available for service. Customer warrants that approved art work does not infringe upon any trademark or copyright, state or federal. Customer, with the exception of Federal, State, City, Town, or County Government agencies; agrees to defend, indemnify, and hold THE CONTRACTOR and VDOT free and harmless from any and all loss, liability, claims, and demands, including attorney's fees, arising out of the character, contents, or subject matter of any design displayed pursuant to this Contract. THE CONTRACTOR reserves the right to reject any design not acceptable to VDOT.
7. **ACCEPTANCE OF CONTRACT.** This Contract shall become binding upon execution of a duly authorized officer or agent of Customer and acceptance by an officer of THE CONTRACTOR. THE CONTRACTOR retains the rights to check credit and to not accept this Contract. If THE CONTRACTOR has executed this Contract prior to acceptance by Customer, such execution shall be deemed null and void by THE CONTRACTOR without notice, if not accepted by Customer and delivered to THE CONTRACTOR within fifteen (15) days after execution by THE CONTRACTOR. The agent, officer or employee of Customer who has executed this Contract hereby represents that he is duly authorized to make this Contract on behalf of the Customer. Customer affirmatively agrees to advise THE CONTRACTOR whenever there is a change in ownership or change of address. If Customer fails to notify THE CONTRACTOR of a change in ownership or change of address, Customer is fully liable for any contractual obligations that arise from the failure to give THE CONTRACTOR such notice. This Contract may be assigned by Customer, upon prior written consent by THE CONTRACTOR, which shall not be unreasonably withheld, provided that the assignee can fulfill the terms and conditions of this Contract, the Participation Criteria, policies, procedures, rules and regulations, pertaining to the Virginia Supplemental Guide Sign Program and further provided that the assignee will use the Customer's existing Supplemental Guide Signs.
8. **SEVERABILITY.** This Contract is to be governed by and construed according to the laws of the Commonwealth of Virginia. Any provision of this Contract which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or un-enforceability without invalidating the remaining provisions hereof, and any such prohibition or un-enforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. To the extent permitted by applicable law, Customer hereby waives any provision of law which renders any provision hereof prohibitive or unenforceable in any respect.
9. **THE CONTRACTOR AND VDOT NOT LIABLE FOR DAMAGES ARISING OUT OF THIS CONTRACT.** THE CONTRACTOR and VDOT shall not be liable for loss or damage of any kind whatsoever, arising out of the Customer's participation in the Virginia Supplemental Guide Sign Program in accordance with the terms of this Contract, or the Participation Criteria, policies, procedures, rules, and regulations.
10. **THIS CONTRACT, front and back, as well as the Participation Application, the Standard Conditions attached thereto, and any addenda as may be applicable, constitutes the entire agreement between Customer and THE CONTRACTOR.** THE CONTRACTOR shall not be bound by any stipulation, condition, or agreement, not set forth herein. Waiver by THE CONTRACTOR of any breach of any provision of this Contract shall not constitute a waiver of any other breach of that provision or any other provision. Notwithstanding the foregoing, this Contract is subject to the Participation Criteria, policies, procedures, rules, and regulations, pertaining to the Virginia Supplemental Guide Sign Program in effect and as modified during the term of this Contract and any renewal contracts.
11. **TERMINATION FOR DEFAULT.** The Contract will be terminated and Customer's signs will be removed for default if the location or facility ceases to exist; Customer fails to make payment of any associated fee, is found in non-compliance with the provisions of this Contract, the Participation Criteria, policies, procedures, rules, or regulations pertaining to said Program, provided that such non-compliances are not corrected within thirty (30) calendar days of written notice, given to the other party by regular mail, postage prepaid, with sufficient proof of mailing which may be either a United States postal certificate of mailing or a certificate of service confirming such mailing prepared by the sender.
12. **VDOT MAINTENANCE OR RECONSTRUCTION.** Both parties acknowledge that it may be necessary for VDOT to temporarily close various portions and interchanges of a roadway for purposes of maintenance or reconstruction. Customer has no claim whatsoever against THE CONTRACTOR, VDOT or the Contractor for disruption of signing and/or access resulting from such highway closures or any damages claimed to have arisen therefrom. If at any time, a Supplemental Guide Sign or its structure is not in service for a period exceeding seven (7) days, THE CONTRACTOR may reimburse the annual fee of the affected business on a prorated basis. Such reimbursement may include the initial seven (7) day period. If permanent removal of a Supplemental Guide Sign or structure is required for any reason, this Contract shall become null and void and a prorated amount of any payments made by Customer will be reimbursed to the Customer.



**Supplemental Guide Sign Locations**

Customer	Contract	Customer	Message	Participant Name	Route	Direction	Interchange	County	Sq Ft	Major/Minor	Business Type	Annual Fee
2121	809747	Carroll County Parks and Recreation	Carroll County Recreation Park <--		US 058	West	CR 706	Carroll	12	Major	Government	\$0.00
<b>Total:</b>											\$0.00	

\*Governmental and Non-Profit entities are exempt from annual fees under the SGS Program.