

VIENNA OPTIMISTS FARMERS MARKET
MEMORANDUM OF UNDERSTANDING
with the Town of Vienna, VA

This Memorandum of Understanding (“MOU”) is made by, and entered into this _____ day of March, 2026, between THE TOWN OF VIENNA, VIRGINIA (“TOWN”), having a business address of 127 Center St S, Vienna, VA 22180, and the OPTIMIST CLUB OF GREATER VIENNA, INCORPORATED (“OPTIMISTS”), a Virginia non-stock corporation having a business address of PO Box 411 Vienna, VA 22183, permitting the OPTIMISTS use of the Vienna Community Center parking lot (“VCC”) located at 120 Cherry St., SE, Vienna, VA 22180, to organize and manage a Farmer’s Market, subject to the following terms and conditions.

1. The TOWN , as provided herein, grants to the OPTIMISTS the temporary exclusive use of 55 parking spaces, and the adjoining parking lot roadway, in the upper lot (bounded by Cherry & Mill Streets) of the VCC to host a Farmers Market as is shown in the attached map.
2. The Farmers Market will be held each Saturday from May to October, weather and availability permitting
3. The Farmers Market will be open for sales from 8:00 AM to 12:00 PM each market day. Set-up can begin at 6:00 AM and teardown must be complete by 1:00 PM each market day.
4. Farmers Market spaces will be located on the pervious concrete pavement only. By capturing stormwater and allowing it to seep into the ground, pervious concrete is instrumental in recharging groundwater, reducing stormwater runoff, and meeting U.S. Environmental Protection Agency (EPA) stormwater regulations.
5. Parking:
 - a. Parking is limited at the VCC due to the many users of the Community Center and the W&OD Trail. The TOWN will post designated “Parking for Community Center Users, Renters and Trail Users Only” signs along the entire stretch of the parking spaces along the W&OD trail from the Vienna Youth Inc. building to the lobby of the VCC and the five spaces that are located adjacent to the handicapped parking spaces, per the attached :map. The TOWN suggests that the OPTIMISTS contact the Vienna Volunteer Fire Department to request use of their parking lot for overflow parking, as available.
 - b. The TOWN Parks & Recreation Department hosts events and rentals that will impact parking at the community center, specifically, the annual Coin and Stamp Show. This event will be held on August 8, 2026.
6. The OPTIMISTS agree to enforce all rules set forth by the TOWN including the following:
 - a. Stakes will not be driven into the pavement; lawn dirt or flower bed areas.
 - b. The OPTIMISTS shall be responsible for any repairs required due to damage caused by the OPTIMISTS while running the Farmers Market.

- c. Vendors are to park their vehicles at the VVFD and/or in the public streets, and not in the VCC parking lot.
- d. Vendors are responsible for removing their own trash and trash generated by Farmers Market customers. The VCC dumpster is not to be used for vendor trash. The OPTIMISTS shall be responsible for any Farmers Market trash not removed from the site by the Vendors.
- e. Trash generated from the trash cans set up by the OPTIMISTS in the aisles of the market may be disposed of in the VCC dumpster. No trash cans shall be left on VCC property after the close of the Market day.
- f. It is the responsibility of the OPTIMISTS to ensure the parking lot and market area is clear of trash and other debris at the conclusion of each Saturday market
- g. Tents or any covering must be securely anchored with weights, as set out in the OPTIMISTS Farmers Market handbook.
- h. Pervious pavement is to be covered if food is being cooked and/or prepared
- i. The OPTIMISTS will report any spillage on the pervious pavement as well as damage to the VCC site to the Building Supervisor on Duty. The Town will document the condition, via photos, of the pervious pavement the week prior to the start of the market. The Town acknowledges the pervious pavement is crumbling in areas.
- j. Farmers Market signage may be displayed the Friday prior to each Saturday market and taken down immediately after each Saturday market. A diagram identifying the TOWN's sprinkler system will be provided so that "yard sale" type signage is not placed in the areas of the sprinklers.
- k. TOWN staff will be responsible for providing and placing barricades at 10:00 PM the Friday night before the Farmers Market to reserve the parking spaces used for the market. OPTIMISTS will be responsible for removing the barricades at the conclusion of each Farmers Market and placing them in the dumpster enclosure.
- l. If a vehicle is located in the designated Farmers Market area on Friday night at 10:30 PM, Town staff will contact the Town Police to request police run the tags and attempt to contact the owner to move the vehicle. Should a vehicle be located in the designated area of the Farmers Market on Saturday morning, OPTIMISTS will call the Director of Parks & Recreation or designee who in turn will call Town Police to contact the owner to move the vehicle and ultimately tow the vehicle if the owner cannot be located. The owner of the vehicle will be responsible for the expense of the towing and impoundment. To ensure prompt towing and prevent safety concerns during vendor setup and arrival of market visitors, the OPTIMISTS must inform the Town of the parked vehicle by 6:00 AM on Saturdays. Failure to do so may result in the OPTIMISTS needing to operate the market around any parked vehicles.
- m. The OPTIMISTS will provide the TOWN with access to the annual application and handbook, rules and regulations for vendors.
- n. OPTIMISTS will ensure that all vendors are informed that they are responsible for their own sales tax, licensing and permits required by local, state and federal governments.

The Optimists will provide the Town Meals Tax website link to all food and beverage vendors. In addition, the Optimists will provide the Town with a list of all food and beverage vendors to include business name, contact, address, phone number and email. Businesses with outstanding meals tax owed to the Town will not be permitted to participate in the event.

7. The OPTIMISTS agree to operate the Farmers Market according to the recommended guidelines by the Virginia Farmers Market Association and the Virginia Department of Agriculture and Consumer Services in response to COVID-19 pandemic, and other rules and regulations in force.
8. It is understood that the TOWN is not to be held responsible for any loss by vendor property by theft or weather.
9. A separate Memorandum of Understanding will exist between the OPTIMISTS and the TOWN for placement of a storage shed on TOWN property for Farmers Market use.
10. The OPTIMISTS will include on their certificate of insurance as additional insured: "Town of Vienna." The certificate holder will be: Town of Vienna, 127 Center Street S, Vienna, VA 22180. An endorsement policy must accompany the Certificate of Insurance listing the TOWN as additional insured. Proof of liability insurance coverage must be provided to the TOWN by April 23, 2026, or this MOU shall be void, in the sole discretion of the TOWN, by its Director of Parks and Recreation.
11. The OPTIMISTS shall operate the Farmers Market in compliance with all applicable laws and regulations of the Commonwealth of Virginia, including, but not limited to, the guidelines and requirements of *the* Virginia Alcoholic Beverage Control Authority ("Virginia ABC") governing beer and wine tastings. Alcoholic beverages shall not be sold at the Farmers Market for on-site purchase or for off-site consumption during market operations. Vendors may accept orders at the Farmers Market; however, all purchased alcoholic beverages must be fulfilled and picked up exclusively at the vendor's duly licensed place of business in accordance with Virginia ABC regulations.

The OPTIMISTS shall require any vendor conducting beer or wine tastings (the "ABC Vendor") to possess all licenses and approvals required by the Virginia ABC and shall verify that such licenses and approvals are in effect prior to permitting the vendor to operate at the Farmers Market. Notwithstanding the foregoing, each ABC Vendor shall be solely responsible for obtaining, maintaining, and complying with all required Virginia ABC licenses, permits, and approvals, and for ensuring its operations are conducted in full compliance with applicable law.

12. The Farmer's Market is intended to be a family atmosphere and as such, profanity and disruptive behavior will not be tolerated.
13. This MOU will be reviewed and signed annually.
14. At the conclusion of the market season, a meeting will be scheduled with the TOWN Parks & Recreation Department and the OPTIMISTS to review the success of that year's market.

15. Violations of the rules set forth in this MOU may be cause for this MOU to be revoked and/or not renewed, in the sole discretion of the TOWN, by its Director of Parks and Recreation.

AGREED AND ACCEPTED BY:

State of: _____

County of: _____

Mayor, Town of Vienna, VA

DATE: _____

Subscribed, sworn to and acknowledged before me this _____ day of _____ 2026.

Notary Public

SEAL

My Commission Expires: _____

State of: _____

County of: _____

Michele Wright, Farmers Market Chair and Treasurer
for the Optimist Club of Greater Vienna, Incorporated

DATE: _____

Subscribed, sworn to and acknowledged before me this _____ day of _____ 2026.

Notary Public

SEAL

My Commission Expires: _____