

Attachment #2

Town of Vienna
2024 OKTOBERFEST
Memorandum of Understanding

This agreement is entered into this ____ day of _____ 2024, by and between the TOWN OF VIENNA, Virginia hereinafter referred to as the “Town” and the Vienna Business Association, hereinafter referred to as “VBA”.

The Town hereby enters into this agreement with the VBA:

1. Proposed Event: 2024 Oktoberfest
2. Event Date: Saturday, October 5, 2024. NO RAINDATE
3. Event Hours: 11 a.m. to 7 p.m. Beer & Wine Garden serving hours: 11 a.m. to 6:45 p.m. (last call 6:30 p.m.)
4. Set-Up and Take-Down Hours: The Town and VBA agree to share set-up and take-down responsibilities. In general, set-up on public property will begin at 5 a.m. the day of and take down will conclude at 10 p.m.
5. Town Services: As Co-Sponsor of Oktoberfest with the VBA, the Town of Vienna will provide staff services for police, parks & recreation, and public works at its expense.
6. The event will be held at the following locations: Church Street between Center Street and Mill Street, Vienna Town Green, Dominion Street between Church Street and Ayr Hill and Mill Street between Maple Avenue and Church Street. In addition, the VBA shall use all reasonable efforts to enter into agreement with the property owner for use of the private parking lot located at 132 Mill Street NE. In the event such an agreement cannot be reached with the owner of the private lot, this contract shall become null and void, neither the Town nor the VBA shall have any further obligations under this contract, and the parties expect that the 2024 Oktoberfest will be cancelled. The VBA shall also coordinate with all affected property owners and other events being held that day.
7. Parking: The VBA agrees to provide the Town with a parking plan one-month prior to the event that involves the use of private lots under agreement by VBA for this event.
8. Beer & Wine Garden: The beer and wine garden will be located on the Town Green, Mill Street from Maple Avenue to Church Street, Church Street from Mill Street to the W&OD Trail and the private parking lot located at 132 Mill Street NE. The beer and wine garden area will be fenced off, operated, and supervised at all times by VBA staff, hired security guards and volunteers. No beer or wine shall leave the contained area. The VBA shall hire one security guard for each event exit plus one additional security guard roamer. The security company must be licensed to operate in the Commonwealth of Virginia. No beer or wine shall leave the contained area. The VBA will be solely responsible for the

application and approval of an ABC license. The VBA will hold a separate agreement with the property owner of 132 Mill Street NE.

9. Food Court: There will be two food courts. One food court will be located on Mill Street between Church Street and Maple Avenue. The second food court will be located at 132 Mill Street, under separate agreement with the property owner. The food court areas will be supervised at all times by VBA staff and volunteers.
10. Community Involvement: The VBA will work with local community organizations that wish to participate in the event. This may include organizations that want to provide entertainment, children's activities, etc.
11. Vendors: The VBA shall be solely responsible for securing food, drink, community and business vendors. The VBA is responsible for ensuring that the VBA and all vendors follow all applicable State, County and Local health department regulations.
12. Town Landscaping and Flower Beds: Vienna Business Association agrees to work with Parks and Recreation department to ensure a written plan is agreed to and in place with the intent for protecting the landscaping and flower beds in the Town Green Park, Freeman Store Grounds and on Church Street (between Mill Street and Center Street).
13. Local Taxes: The VBA shall be responsible for distributing the Town of Vienna Meals Tax collection forms to all food and beverage vendors including the Beer Garden. In addition, the VBA will provide the Town of Vienna with a list of all food and beverage vendors to include business name, contact, address, phone number and e-mail. No food vendors will be allowed to participate if they have outstanding filings for meals tax for any Town events.
14. Ticket Sales: The VBA shall be solely responsible for the ticket venues including setting prices and procedures.
15. Entertainment: There will be three (3) stages of entertainment: Main Stage in the Main Beer Garden, Children's Stage on Town Green and Auxiliary Stage at Center Street. The VBA shall be responsible for booking entertainment for these stages.
16. Equipment: The Town shall provide the VBA with stages, barricades, street signage, cones and other items as deemed necessary for the set-up and operation of the event. Rentals of chairs and tables is the responsibility of the VBA along with the cost. The Town shall be responsible for requesting use of the Fairfax County and City of Fairfax show mobiles for staging.
17. Banner: The Town has reserved space on the banner calendar for one week of advertising. The VBA is responsible for the purchase of the banner.
18. Advertising: The Town and VBA will work together to provide advertising. The Town will provide access to any free advertising at the Town's disposal. The Town will post the Oktoberfest 4x4 signs

(provided by the VBA) at all Vienna entrances. If the VBA chooses to supplement the free advertising, then they do so at their own cost.

19. Meetings: The Town shall provide the Vienna Business Association with meeting space once a month at no charge for meetings of the event planning committee. If space is available, the Vienna Business Association may request additional meeting dates.
20. It is understood that the Town is not to be held responsible for any loss of vendor property by theft or weather.
21. Oktoberfest is intended to be a family atmosphere and as such, profanity, drunkenness, drug use, and disruptive behavior will not be tolerated.
22. Insurance: The VBA agrees to provide the Town with a certificate of insurance listing the Town as additionally named insured in the amount of no less than \$3,000,000 for the dates of Oktoberfest. The VBA will include on their certificate of insurance as additional insured: Town of Vienna, its elected and appointed officials, officers, employees, and agents.” 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 must be provided by September 13, 2024. In turn, the Town will provide a general liability insurance policy, listing the VBA as an additional named insured for the dates of Oktoberfest.
23. The VBA agrees to indemnify, defend, and hold harmless the Town, its elected officials, officers, agents and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by any activity or services of any kind or nature furnished by the VBA in the operation of Oktoberfest, including, but not limited to, violations of and noncompliance with the Consumer Products Safety Improvement Act, the Consumer Product Safety Act, or any other mandatory legal standards or requirements, provided that such liability is not attributable to the sole negligence of the Town. If the Town suffers any damage, loss or liability, or if any legal proceedings or investigations are instituted (whether frivolous or otherwise) against the Town, its elected officials, officers, employees and/or agents with respect to VBA activities hereunder, the Town shall promptly give written notice the VBA and VBA shall, at its own expense, pay for or defend (with counsel reasonably acceptable to the Town) all such actions and investigations and pay for all damages, losses, liabilities, costs and expenses (including reasonable attorneys’ fees and costs) in defense of such legal proceedings. The VBA agrees to pay all judgments, fines, fees, costs, expenses, and reasonable attorneys’ fees incurred by the Town and the parties herein indemnified from such legal proceedings. The terms of this indemnification section shall survive any termination of this MOU.

VBA (signature) Date

Name of Representative: _____

ADDRESS: _____

PHONE: _____ E-Mail _____

Mayor, Town of Vienna (signature) Date

Name of Representative: _____

ADDRESS: _____

PHONE: _____ E-Mail _____