

Town of Vienna
2023 Viva Vienna & Brewfest
Memorandum of Understanding

This agreement is entered into this _____ day of _____ 2023, by and between the TOWN OF VIENNA, Virginia hereinafter referred to as the “Town” and the Rotary Club of Vienna, hereinafter referred to as “Rotary”. The Rotary will be hosting two events this year: Viva Vienna and Brewfest.

The Town hereby enters into this agreement with the Rotary:

1. Proposed Events: 39th Annual Viva Vienna Festival & 2nd Annual Brewfest
2. 2023 Event Dates (no rain date):
 - Viva Vienna: Saturday, May 27 10 a.m.- 10 p.m.; Sunday, May 28 10 a.m.- 10 p.m.; Monday, May 29 10 a.m.- 6 p.m.
 - Brewfest: Saturday, May 27 11 a.m.- 10 p.m.; Sunday, May 28 11 a.m.- 10 p.m.
3. Set-Up and Take-Down Hours:
 - Viva Vienna: The Town and Rotary agree to share set-up and take-down responsibilities. In general, set-up will begin at 12 p.m. on Friday, May 26 and take down will conclude by 10 p.m. on Monday May 29.
 - Brew Fest: Rotary is responsible for set-up and take-down responsibilities. In general, set-up will begin at 12 p.m. on Friday, May 26 and take down will conclude by 10 p.m. on Monday May 29.
4. Town Services:
 - Viva Vienna- the Town will provide staff services for police, parks & recreation and public works at the Town’s expense.
 - Brewfest- the Town will provide staff services for public works, specifically sanitation services, at Rotary’s expense.
5. Event Locations:
 - Viva Vienna - Church Street between Lawyers Road and Mill Street, Dominion Road NE between Ayr Hill Avenue NE and Church Street, Mill Street between Church Street and Maple Avenue, the Vienna Town Green, the private parking lots located at 132 Mill Street NE and 125 Church Street NE.

- The Rotary shall use all reasonable efforts to enter into an agreement with the property owners for use of the private parking lots located at 132 Mill Street NE and 125 Church Street NE. If such an agreement cannot be reached with both parties, this contract shall become null and void for Viva Vienna. Neither the Town nor the Rotary shall have any further obligations under this contract, and the parties expect that the 2023 Viva Vienna Festival may be canceled. The Rotary shall also coordinate with all affected property owners and other events being held those days.
 - Brewfest - Mill Street between Church Street and Maple Avenue and a small section of grass on the Town Green adjacent to the restrooms.
 - The Rotary shall coordinate with all affected property owners and events held in the area.
6. Beer & Wine: The Brewfest will serve beer and wine. The event area (identified above) will be fenced off, operated, and supervised at all times by Rotary volunteers and hired security guards. The Rotary 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 Rotary will be solely responsible for the application and approval of an ABC license. The Rotary will be responsible for fencing the event area.
 7. Parking: The Rotary 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 the Rotary for this event.
 8. Food Courts: All food court areas will be supervised at all times by Rotary volunteers.
 - Viva Vienna – There will be 2 food courts
 - Parking lot, 125 Church Street NE under separate agreement with the property owner.
 - Church Street at Lawyers Road intersection.
 - Brewfest – There will be 1 food court.
 - Mill Street between Church Street and Maple Avenue
 9. Community Involvement: The Rotary will work with local organizations that wish to participate in the festival. This may include organizations that wish to provide entertainment, children’s activities, etc.
 10. Vendors: The Rotary shall be solely responsible for securing food, drink, community, and business vendors. The Rotary is responsible for ensuring that the Rotary and all vendors follow all applicable State, County, and Local health department regulations.

11. Carnival: The Rotary shall be solely responsible for contracting the use of Cole Amusements as the amusement ride supplier. Cole Amusements will provide concessions within the Rides and Amusement Area (125 Church Street NE and 132 Mill Street NE).
12. Local Taxes: The Rotary is responsible for distributing the Town Meals Tax collection forms to all food and beverage vendors. In addition, the Rotary 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 festival.
13. Ticket Sales: The Rotary shall be solely responsible for all ticket venues and sales including setting prices and procedures.
14. Entertainment: The Rotary shall be responsible for booking entertainment for all event stages.
15. Equipment: Upon request, the Town shall provide the Rotary with one stage, barricades, street signage, cones and other items deemed necessary for the set up and operation of the festival. Rental of chairs, tables, staging, tents, fencing and other event equipment is the responsibility of the Rotary, along with the cost.
16. Maple Avenue Street Banner: The Town will reserve space on the Maple Avenue Street Banner calendar for at least one week of advertising. The Rotary is responsible for the purchase of the banner.
17. Advertising: The Town and Rotary will work together to provide advertising. The Town will provide access to any free advertising at the Town's disposal. If the Rotary chooses to supplement the free advertising, they do so at their own cost.
18. Insurance: The Rotary agrees to provide the Town with a certificate of insurance listing the Town as additionally named insured in the amount of no less than \$5,000,000 for the dates of Viva Vienna and Brewfest. The Rotary will include on their certificate of insurance as additional insured: Town, its elected and appointed officials, officers, employees, and agents. The certificate holder is: Town of Vienna, 127 Center St 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 May 12, 2023. In turn, the Town will provide a general liability insurance policy, listing the Rotary as an additional named insured for the dates of Viva Vienna.
19. The Rotary 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 Rotary in the operation of ViVa! Vienna! and Brewfest, 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 Rotary activities hereunder, the Town shall promptly give written notice to the Rotary and they 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 Rotary 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.

20. The Town agrees to indemnify, defend, and hold harmless the Rotary, officers, agents and volunteers from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by any services of any kind or nature furnished by the Town, provided that such liability is not attributable to the sole negligence of the Rotary.
21. It is understood that the Town or the Rotary is not to be held responsible for any loss of vendor property by theft, weather, or any other cause not under the control of the Town or Rotary.
22. Viva Vienna is intended to be a family atmosphere and as such, profanity and disruptive behavior will not be tolerated.
23. This MOU will be reviewed and signed annually. At the conclusion of Viva Vienna and Brewfest, a meeting will be scheduled with the Parks & Recreation Department and the Rotary to review the success of the festival. Violations of the rules set forth in this MOU may be cause for the terms and conditions of this MOU to be revoked, in the sole discretion of the Town, by its Director of Parks and Recreation.

Rotary Club Chairman, ViVa! Vienna!

Signature _____

Date _____

Name __ Gunnar Spafford _____

Phone __ 760-213-7193 _____

Email __ gunns98@gmail.com _____

Mayor, Town of Vienna

Signature _____

Date _____

Name __ Linda Colbert _____

Phone __ 703-255-6310 _____

Email __ mayor@viennava.gov _____