

Town of Vienna
2024 Halloween Parade
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: 78th Annual Vienna Halloween Parade
2. Event Date: Wednesday, October 23, 2024. NO RAINDATE
3. Event Hours: 7 p.m. to 9:30 p.m.
4. Fiscal Agency: The Town will take on fiscal agency for this event, managing all aspects of budgeting, finance, and purchasing- including recruiting, receiving, and retaining all sponsorship monies for the parade.
 - The Town will be responsible for all authorized and approved expenses of the parade, including but not limited to: Banners, signage, goodie bags, printing, parade emcees, ribbons, and magnets for Grand Marshal.
 - The VBA will be responsible for the pre-event mixer, stage hospitality, poster design, coordination of judges, judge’s books, and vehicle magnets for VBA chair and Halloween parade chair.
 - All Town expenses shall be reviewed and approved by the Town Manager or his designee.
5. Town Services: The Town of Vienna will be responsible for all aspects of administration and implementation of parade logistics and preparations except those items identified as VBA responsibility in this MOU. Additionally, the Town of Vienna will provide staff services as needed for police, parks & recreation, and public works to include covering the responsibilities of road closures, trash pick-up and parade line-up officials.
6. Sponsors: For 2024 all obligations for VBA sponsors will be met in regards to name and logo recognition at the Halloween Parade. Peggy James and Lily Widman will coordinate to be sure sponsors lists and logo recognition is kept up to date. All logos and written material may be screened for appropriateness for the nature of the Vienna Halloween Parade. The accommodation of sponsorship display is not forum for public discussion, but an opportunity for sponsors to be identified.

7. Set-Up and Take-Down Hours: The Town and VBA agree to share set-up and take-down responsibilities. In general, set-up will begin at 8 a.m. the day of and take down will conclude at 10 p.m.
8. The event will be held on Maple Avenue between Branch Road and Center Street. Parade line up will take place on Branch Road and Berry Street. See attached map for more details. All event activities will occur within the corporate limits of the Town of Vienna.
9. Equipment: The Town shall provide stages, tables, chairs, barricades, street signage, cones, trash boxes and other items as deemed necessary for the set-up and operation of the event.
10. Parade Goodie Bags: The VBA will recruit local businesses to donate items for the children's goodie bags. The Town will receive all donated items and assemble the goodie bags in advance of the parade. The Town reserves the right to reject any donations not appropriate for children.
11. Maple Avenue Street Banner: The Town will reserve space on the Maple Avenue Street Banner calendar for one week of advertising.
12. 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. If the VBA chooses to supplement the free advertising, then they do so at their own cost. The VBA will do the annual poster design for the Halloween parade in consultation with the Halloween parade committee.
13. The Parade Committee: (made up of representatives from the Town and the VBA) will research and decide upon the Grand Marshal and theme for the parade.
14. Insurance: VBA shall provide a general liability insurance policy with a minimum \$2 million per occurrence limit, listing the Town as an additional named insured for the date of the Halloween Parade. In turn, the Town will provide a general liability insurance policy, listing the VBA as an additional named insured for the date of the parade.
15. 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 Halloween Parade, 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

Vienna Business Association - Signature _____ Date _____

Name of Representative: _____

ADDRESS: _____

PHONE: _____ E-Mail _____

3