Town Of Vienna

2016 - FIRST NIGHT VIENNA

Memorandum of Understanding

This agreement is entered into this day of _	2016, 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: 2016 First Night Vienna
- 2. Event Date: Saturday December 31, 2016 Sunday January 1, 2017. NO RAINDATE
- 3. Event Hours: 7:00 PM 12:30 AM
- 4. Cost to Participants: No Fee
- 5. 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 5:00 PM the day of and take down will conclude at 2:00 AM the following day.
- 6. Town Services: The VBA will be billed for Town services based on the number of hours and staff used. Police Support – Hours in general will be based on 9 hours of work for six officers. Public Works and Parks & Recreation staff support – hours worked to be determined and agreed upon by the Town and the VBA prior to the event.
- 7. The event will be held at the following locations: Church Street between Dominion Road and Mill Street, Mill Street between Maple Avenue and Church Street, the Freeman House and the side lawn. Other venues will include Caffe Amouri, the Vienna Presbyterian Church, The Concord Lodge and the private parking lot located at 132 Mill Street NE (the Caboose Parking Lot). Individual arrangements will be made with each of these venues. (See event cancellation clause at the bottom of agreement)
- 8. 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.
- 9. 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.
- 10. Vendors: The VBA shall be solely responsible for securing food truck vendors, upon permission from the Town Manager. The VBA is responsible for ensuring that the VBA and all vendors follow all applicable State, County and Local health department regulations.
- 11. Local Taxes: The VBA shall be responsible for distributing the Town of Vienna Meals Tax collection forms to all food and beverage vendors. 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.
- 12. Event Fees: The event will be funded with the proceeds from the Gala & Silent Auction being held on Thursday April 7, 2016, along with the proceeds from beer sales at the Vienna Oktoberfest being held on Saturday October 1, 2016, in order to ensure that First Night Vienna will be free for all participants with the exception of food and specialty vendors.

- 13. Entertainment: The VBA shall be responsible for booking entertainment for all entertainment venues. The Town shall be responsible for providing and setting up the large stage.
- 14. Equipment: The Town shall provide the VBA with stages, tables, chairs, barricades, street signage, cones, trash boxes and other items as deemed necessary for the set-up and operation of the event.
- 15. Banner: The Town has reserved space on the banner calendar for two weeks of advertising. The VBA is responsible for the purchase of the banner. An artist's rendering of the banner which can accommodate the swag decoration is attached.
- 16. 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.
- 17. Insurance: The VBA agrees to provide the Town with a certificate of insurance listing the Town as additionally named insured in the amount no less than \$3,000,000.
- 18. Cancellation of First Night Vienna: In the event an agreement cannot be reached with the owner of the private lot located at 132 Mill Street NE or there are insufficient proceeds to support the operation of First Night, 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 2016 First Night Vienna will be cancelled. In such event, the VBA shall inform the Town no later than October 15, 2016 that First Night Vienna has been cancelled.
- 19. The VBA agrees to indemnify, defend and hold harmless the Town, 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 services of any kind or nature furnished by the VBA, provided that such liability is not attributable to the sole negligence of the Town.

VBA Signature	Date	
Name of Representative:		
ADDRESS:		
PHONE:		
Mayor, Town of Vienna	Date	
Name of Representative:		

ADDRESS:	
PHONE:	E-Mail