

Town Of Vienna
2016 OKTOBERFEST
Memorandum of Understanding – REVISED

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 Oktoberfest
2. Event Date: Saturday, October 1, 2016. NO RAINDATE
3. Event Hours: 11 a.m. to 7 p.m. **Beer Garden serving hours: 11 a.m. to 7 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 will begin at 5 a.m. the day of and take down will conclude at 10 p.m.
5. Town Services: The VBA will be billed for Town services based on the number of hours and staff used.
Police Support – A total of eight (8) officers will work the event. Two (2) officers @ 15hrs each and six (6) officers @ 10 hours each.
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.
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 2016 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 Garden: Under separate agreement with the property owner of 132 Mill Street NE, the VBA will operate and contain a Beer Garden. The area will be fenced off on private property and will be supervised at all times by VBA staff and volunteers. No beer shall leave the contained area. The VBA will be solely responsible for the application and approval of an ABC license. No Town employee will work within the Beer Garden. **Hours of operation are 11 a.m. to 7 p.m.**
9. **Food Court: Under separate agreement with the property owner of 125 Church Street NE, the VBA will operate a Food Court. The area will be supervised at all times by VBA staff and volunteers. Hours of operation are 11 a.m. to 7 p.m.**
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. 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.
13. Ticket Sales: The VBA shall be solely responsible for the ticket venues including setting prices and procedures.
14. Entertainment: The VBA shall be responsible for booking entertainment for the main stage and children's stage. The Town shall be responsible for providing and setting up the large stage. The children's stage will be located in the Town Green. An additional entertainment stage will be located at the corner of Church Street and Center Street.
15. 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.
16. 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.
17. 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.
18. 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.
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: _____	E-Mail _____

_____ Mayor, Town of Vienna	_____ Date
Name of Representative: _____	
ADDRESS: _____	
PHONE: _____	E-Mail _____