TOWN OF HERNDON, VIRGINIA
TOWN COUNCIL

RESOLUTION

APRIL 22, 2025

Resolution- **to approve a Temporary License Agreement between the Town and Dulles Regional Chamber of Commerce for use of town-owned property for portable toilets and an ice machine for Friday Night Live events.**

BE IT RESOLVED by the Town Council of the Town of Herndon, Virginia that:

1. The temporary license agreement dated April 22, 2025, between the Town of Herndon ("Town") as licensor and Dulles Regional Chamber of Commerce ("Chamber") as licensee is approved. The license allows the Chamber to use designated town-owned property in the Herndon Municipal Center parking lot for placement of portable toilets and designated town-owned property in the Herndon Municipal Center parking garage for placement of an ice cooler machine for Friday Night Live events on May 2, 9, 16, 23, 30, June 6, 13, 20, 27, July 11, 18, 25, August 1, 8, 15, 22, of 2025

2. The mayor is authorized to sign and deliver this license agreement and any other instrument to evidence or support the license agreement.

A Copy – Teste:

Margie C. Tacci
Acting Chief Deputy Town Clerk

TOWN OF HERNDON, VIRGINIA 1879

MOTION: **Alam**
SECOND: **Hedrick**
RE: **Resolution 25-G-31**
ACTION: **Adopted**

Votes
Ayes: Alam, del Aguila, Garcia, Hedrick, Reyes, Mayor LeBlanc
Abstain: Lloyd
Nays: None
Absent from Vote: None
Absent from Meeting: None

TEMPORARY LICENSE AGREEMENT

This Agreement ("Agreement") is made this 22nd day of April 2025 by and between DULLES REGIONAL CHAMBER OF COMMERCE, a Virginia corporation ("Chamber") and the TOWN OF HERNDON, VIRGINIA, a municipal corporation ("Town").

WHEREAS Chamber represents that they have a Special Event Contract to conduct Friday Night Live events in the Town of Herndon on May 2, 9, 16, 23, 30, June 6, 13, 20, 27, July 11, 18, 25, August 1, 8, 15, 22, of 2025 and that Chamber desires to use the Town's property for placement of portable toilets ("portalets") and an ice cooler machine;

WHEREAS the Town desires to permit the use of the Town's property for placement of portalets and an ice cooler machine on these dates.

Now therefore, the parties agree as follows:

1. The Town hereby grants Chamber authorization to temporarily use Town-owned property for placement of portalets in a place designated by the Town in the Herndon Municipal Center parking lot and an ice cooler machine in a location designated by the Town in the Herndon Municipal Center parking garage.

2. Chamber shall comply with the terms of the License and all applicable town, state and federal laws and regulations obtaining and maintaining at all times any other permit(s) required under applicable law for this use.

3. The parties expressly agree and contract that there shall be no fee for the use of the Town property for this purpose on these dates.

4. The permission to use the property granted by this agreement is nonexclusive in nature, and the Town reserves the right to make concurrent use of the Property.

5. Chamber hereby assumes all risk of damage by reason of its occupation of the Town's property caused by any defects therein or activity occurring thereon, and Chamber hereby agrees to hold harmless and indemnify the Town, its officers, agents and employees, from and against any such liability for such damage or injury to the extent permitted under the laws of the Commonwealth of Virginia.

6. Chamber shall secure, provide and maintain insurance to protect the Town of such type and in such amount as is described below naming the Town as an additional insured. This Agreement shall not take effect until evidence of insurance is provided to the Town and the Town gives Chamber written confirmation that the type and amount of insurance is accepted.

Insurance limits shall not be less than the following amounts:

Commercial General Liability – Combined single limit of at least $1,000,000 per occurrence and $2,000,000 general aggregate. Policy shall be endorsed to name the Town as an additional insured.

The insurance required hereunder shall be maintained in effect during the duration of this Agreement. Insurance Policy(s) shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving thirty (30) calendar days advance written notice thereof to the Town.

7. The ice machine shall have a latching and locking system that is a permanently attached feature of the cooler and maintained in good condition. The locking system must maintain the appliance's air seal. The ice machine shall be properly locked whenever the ice machine is not supervised.

8. Portalets shall be secured in such a manner as to maximize their safe use while also minimizing risk of tip over. In the case of a tip over, the Chamber will be responsible for any spill clean-up and mitigation. The Chamber must have the portalets cleaned by no later than 5:00PM on the Monday following each performance date. If the portalets are not cleaned by 5:00pm on Monday, the Chamber shall order emergency cleaning services on Tuesday morning.

9. Termination: The Town may terminate this Agreement upon 24 hours' notice to Chamber for cause.

- The ice machine must be removed no later than 2 weeks after termination or by September 5, 2025.
- In any event, all equipment shall be removed from town property by September 5, 2025.
- In the event equipment is not removed by September 5, 2025, Town will remove the property and Chamber will be responsible for the cost of removal.

10. This Agreement, having been executed in the Commonwealth of Virginia, the construction and performance thereof or any dispute shall be governed by the laws of Virginia. Venue shall be proper in the County of Fairfax, Virginia.

11. This Agreement contains the entire and only agreement between the parties and it supersedes and merges all pre-existing agreements. Any representations, understandings, promises and any conditions not expressly incorporated herein shall not be binding upon either party or their respective successors in interest.

DULLES REGIONAL CHAMBER OF COMMERCE

By _____ 4/21/25
Mike Williams, Chairman of the Board

APPROVED AS TO FORM:

_____
Leslie J. Yeatts, Town Attorney

TOWN OF HERNDON, VIRGINIA

_____
Kevin J. LeBlanc, Jr., Mayor