TOWN OF HERNDON, VIRGINIA
TOWN COUNCIL

RESOLUTION

APRIL 22, 2025

Resolution- **to approve a Temporary License Agreement between the Town and JOTT, INC., to use a designated public space in the alley adjacent to Jimmy's Old Town Tavern for outdoor seating during a two-day Memorial Day event and a one-day Labor Day event.**

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

1. The temporary license agreement dated April 15, 2025, between the Town of Herndon and JOTT, INC., d/b/a Jimmy's Old Town Tavern (Jimmy's) is approved. The license allows Jimmy's to use designated public alley space adjacent to Jimmy's for outdoor seating during a two-day event on May 24, 2025, and May 25, 2025, and a one-day event on August 31, 2025. The license agreement may contain other terms agreed to by the mayor and is on file in the office of the Town Attorney.

2. The mayor is authorized to sign and deliver this temporary license agreement and any other instrument necessary to evidence or effectuate this 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-30**
ACTION: **Adopted**

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

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TEMPORARY LICENSE AGREEMENT

This Agreement ("Agreement") is made this 15th day of April 2025 by and between JOTT, INC. d/b/a Jimmy's Old Town Tavern ("Jimmy's) and the TOWN OF HERNDON, VIRGINIA, ("Town").

WHEREAS Jimmy's represents that they have a Temporary Use Permit to conduct events in the Town of Herndon on May 24, 2025 and May 25, 2025, represented in "Exhibit A" attached hereto and on August 31, 2025 represented in "Exhibit B" attached hereto ("Permits") and that Jimmy's would like to use the Town's property behind Jimmy's Old Town Tavern Restaurant as shown on the Permits and known as the "Alley";

WHEREAS the Town desires to permit the use of the Alley by Jimmy's on the dates as described in the Permits (on May 24, 2025, May 25, 2025, and August 31, 2025, only).

Now therefore the parties agree as follows:

1. The Town hereby grants Jimmy's authorization to temporarily use the Alley for purposes described in the Permits.

2. Jimmy's shall comply with the terms of the Permits, this 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 on this occasion only.

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. Jimmy's hereby assumes all risk of damage by reason of its occupation of the Alley caused by any defects therein or activity occurring thereon, whether caused by the negligence of the Town, its officers, agents, or employees, or otherwise, and Jimmy's 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. Jimmy's 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 Jimmy's written confirmation that the type and amount of insurance is accepted.

Insurance limits shall not be less than the following amounts:

Liability - Coverage totaling $5,000.000.00. All policies shall be endorsed to name the Town of Herndon as an additional insured.

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

8. 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.

9. 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.

JOTT, INC.

d/b/a Jimmy's Old Town Tavern

Signed by:
By James C. Cirrito
James C. Cirrito, President

TOWN OF HERNDON, VIRGINIA

By
Keven J. LeBlanc, Jr., Mayor

APPROVED AS TO FORM:

Lesa J. Yeatts
Lesa J. Yeatts, Town Attorney