



Vendors -

Happy 2026 Live on the Levee Season!

Thank you for your interest in Live on the Levee. We are so excited for another year! With a new year comes a few changes. So, please read everything carefully.

There will be a \$400.00 (\$450 if doing the \*12<sup>th</sup>) fee for all vendors setting up at Live on the Levee. This is a one-time fee that covers the entire concert series. Payment is due by close of business on May 15, 2026, to Adam Jones and must be made by check or money order made out to the City of Charleston. Applications are due by close of business on May 8, 2026.

Fire Department regulations for vendor setup will be in place this year. Vendor spots will be assigned based on space requirements, the amount of area needed for each vendor setup, and electrical needs. A copy of these regulations will be attached to the Vendor Application for review and signature. Please be patient as our team works to make sure everyone is in compliance.

Vehicles will not be permitted back on Kanawha Boulevard for tear down/load out until CPD deems it is safe for vehicles to enter.

Charleston City Council adopted [Bill No. 8028](#) making the application process easier and more cost-effective for vendors participating in events or setting up in the city. The City Collector's Office can help determine what permit best suits your needs. It is your responsibility to contact them and obtain your permit to turn in with your application. Without this permit, you will not be able to set up at Live on the Levee. If you have any questions, please contact the City Collector's Office at 304-348-8024.

The City of Charleston must abide by all rules and regulations set forth by the Charleston Health Department and the State Fire Marshal's Office. For the City to be in compliance, vendors must also be in compliance. Vendors will be inspected by the Charleston Health Department and the State Fire Marshal's Office at the beginning of the 2026 Live on the Levee season and may be randomly checked at any time. The City will not know when these checks will occur. Therefore, vendors are expected to always remain in compliance. Failure to do so may result in being prohibited from distributing/selling products.

By submitting a Live on the Levee Vendor Application, you acknowledge you have been informed of, and agree with, all changes within. Should you have any questions, please contact me at [Adam.Jones@cityofcharleston.org](mailto:Adam.Jones@cityofcharleston.org) 304.348.8000 ext. 104.

We look forward to working with you to make 2026 a successful season.  
Adam Jones, Special Events Coordinator

## **OVERVIEW**

Live on the Levee is a free, outdoor concert series, presented by the City of Charleston featuring live performances at Haddad Riverfront Park on the Schoenbaum Stage. The concert series brings our community together with live music, great food and an unmatched local spirit, making it one of our most popular and unique events in our Capital City. Our goal is to offer attendees a variety of food and beverage options, enhancing the overall experience and showcasing local flavors.

## **TIME**

The time of the event will stay the same for the 2026 Season. The time of the event is 6:00 p.m. to 9:00 p.m. This means your set-up may be a little earlier than previous years. You will be notified of the time you can come.

## **VENDOR REQUIREMENTS**

### **APPLICATION**

Interested vendors must submit a complete application no later than **May 8, 2026**, at 4 p.m. to Adam Jones, Special Events Coordinator by mail or hand delivery to 501 Virginia Street East, Room 303, Charleston, WV 25301. Incomplete applications will not be accepted and will be returned.

The City of Charleston is not responsible for lost, delayed, or improperly delivered applications, whether due to respondent error, postal service issues or any other reason.

### **VENDOR FEE**

To participate as a vendor, a \$50 per event fee must be paid in full before **Friday, May 22, 2026**. Payment may be made by check or money order made out to the City of Charleston. Credit cards are not accepted.

### **VENDOR REGISTRATION**

Vendors must be registered and in compliance with the City Collector's Office. To check your status or get more information about business licenses / vendor permits, call 304-348-8024 or email [vendorquestions@cityofcharleston.org](mailto:vendorquestions@cityofcharleston.org). No contract/business will be awarded to a vendor with a delinquent tax status with the City Collector's Office. **Vendor must provide current copy of business license (non-food vendor) / vendor permit (food vendor) at the time of the application, and a copy of the renewed business license (non-food vendor) after June 29, 2026, and no later than July 17, 2026.**

### **INSURANCE REQUIREMENTS**

All participating food / vendors must have \$1M (one million dollars) of liability insurance for the entire duration of the season, **adding the City of Charleston to their policy.** In addition, all food vendors must provide us with any policy changes if necessary.

### **HEALTH PERMITS**

All participating food vendors must provide a copy of their Kanawha-Charleston Health Department food permit certificate at the time of the application, **AND** a copy of the renewed certification after **June 29, 2026**, and no later than **July 17, 2026**. Food vendors must follow all guidelines that ensure food is safe for consumption.

## **CHARLESTON FIRE DEPARTMENT**

The attached Charleston Fire Department requirements must be followed. Please read carefully, noting the updates, and sign.  
safety in your vending area.

## **WHAT THE CITY PROVIDES**

The City of Charleston has certified electricians who will connect each vendor to the electrical system. All vendors must be following the NFPA 70 National Electric Code guidelines—NO EXCEPTIONS. In the event of a power outage, the City of Charleston is not responsible for food spoilage.

## **EQUAL EMPLOYMENT OPPORTUNITY & IRCA**

Vendors acknowledge and agree they adhere to equal employment opportunity practices and certify that they are in complete compliance with the Immigration Reform and Control Act (IRCA).

## **BEVERAGE POLICY**

Vendors may sell non-alcoholic beverages from their booth. However, sale or distribution of alcoholic beverages is strictly prohibited.

## **GREASE & GRAY WATER**

Vendors are prohibited from disposing of/pouring grease or gray water onto the ground or down any drains. Vendors found in violation of this requirement will be prohibited from participating for the remainder of the season.

## **TRASH**

Vendors are responsible for properly bagging trash within their vendor space. DO NOT sit trash bags on the sidewalks. The City clean-up crew will collect properly bagged trash from your vendor space.

## **WATER/ICE**

Water and ice are not accessible. It is the responsibility of the vendor to plan ahead, ensuring that food safety and cleanliness are prioritized for your customers.

## **VEHICLES & PARKING**

Vendors must follow the guidance of the Charleston Police Department (CPD) when entering and exiting Kanawha Boulevard to ensure everyone's safety. Vendors must enter Kanawha Boulevard at Court Street.

Vehicles are prohibited from parking on Kanawha Boulevard or the sidewalk and must exit Kanawha Boulevard, via Capitol St area, by **5:00 p.m.** Vendors will be assigned parking spots and/or instructed on where to park. Should you park in the garage or at a metered spot, you are responsible for the fees if it is not an assigned spot for vendors.

Performances end at **9:00 p.m.** Vehicles are NOT permitted to re-enter Kanawha Boulevard until CPD deems it safe to do so. Streets must be cleared of spectators.

Vendors found in violation of this requirement will be prohibited from participating for the remainder of the season.

## **VENDING OTHER EVENTS IN CHARLESTON**

Vendors participating in non-Live on the Levee events will be required to pay any applicable fees and utilize a separate application process. Vendor placement will be determined by the specific event.

**VENDOR INFORMATION & NEEDS**

Vendor (Business) Name																					
Vendor (Business) B&O Tax Acct #																					
Contact Name																					
Mailing Address																					
Phone																					
Phone (to contact you day-of)																					
Have you participated in Live on the Levee before? If yes, number of years.	<input type="checkbox"/> YES <input type="checkbox"/> NO    _____ Number of Years																				
Vendor Type	<table border="1"> <tr> <td><input type="checkbox"/></td> <td>Food</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Non-Food Vendor</td> </tr> </table>	<input type="checkbox"/>	Food	<input type="checkbox"/>	Non-Food Vendor																
<input type="checkbox"/>	Food																				
<input type="checkbox"/>	Non-Food Vendor																				
Specify your appliance electrical requirements. <b>Vendor is required to bring a 100ft extension cord each night</b>	<table border="1"> <tr> <td><input type="checkbox"/></td> <td>Voltage</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Amperage</td> </tr> </table> Notes:	<input type="checkbox"/>	Voltage	<input type="checkbox"/>	Amperage																
<input type="checkbox"/>	Voltage																				
<input type="checkbox"/>	Amperage																				
Mark the dates you can participate.  You will be notified of your setup time.  <b>*No Grease Allowed</b>	<table border="1"> <tr> <td><input type="checkbox"/></td> <td>Friday, May 22</td> <td><input type="checkbox"/></td> <td>Friday, July 10</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Friday, May 29</td> <td><input type="checkbox"/></td> <td>Friday, July 17</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Friday, June 5</td> <td><input type="checkbox"/></td> <td>Friday, July 24</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Friday, June 12*</td> <td><input type="checkbox"/></td> <td>Friday, July 31</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Friday, June 26</td> <td></td> <td></td> </tr> </table>	<input type="checkbox"/>	Friday, May 22	<input type="checkbox"/>	Friday, July 10	<input type="checkbox"/>	Friday, May 29	<input type="checkbox"/>	Friday, July 17	<input type="checkbox"/>	Friday, June 5	<input type="checkbox"/>	Friday, July 24	<input type="checkbox"/>	Friday, June 12*	<input type="checkbox"/>	Friday, July 31	<input type="checkbox"/>	Friday, June 26		
<input type="checkbox"/>	Friday, May 22	<input type="checkbox"/>	Friday, July 10																		
<input type="checkbox"/>	Friday, May 29	<input type="checkbox"/>	Friday, July 17																		
<input type="checkbox"/>	Friday, June 5	<input type="checkbox"/>	Friday, July 24																		
<input type="checkbox"/>	Friday, June 12*	<input type="checkbox"/>	Friday, July 31																		
<input type="checkbox"/>	Friday, June 26																				
How much space do you need for your booth/tent. (1 space = 10ft x 10 ft) Measure carefully. <b>You will only be allotted the amount of space you list.</b>	<table border="1"> <tr> <td><input type="checkbox"/></td> <td>1 (10ft X 10ft)</td> </tr> <tr> <td><input type="checkbox"/></td> <td>2 (10ft X 20ft)</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Other (specify)</td> </tr> </table>	<input type="checkbox"/>	1 (10ft X 10ft)	<input type="checkbox"/>	2 (10ft X 20ft)	<input type="checkbox"/>	Other (specify)														
<input type="checkbox"/>	1 (10ft X 10ft)																				
<input type="checkbox"/>	2 (10ft X 20ft)																				
<input type="checkbox"/>	Other (specify)																				
Please list social media accounts.	<table border="1"> <tr> <td>Facebook</td> <td></td> </tr> <tr> <td>Instagram</td> <td></td> </tr> </table>	Facebook		Instagram																	
Facebook																					
Instagram																					
I follow Live on the Levee on:	<table border="1"> <tr> <td><input type="checkbox"/></td> <td>Facebook (@liveonthelevee)</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Instagram (@liveonthelevee)</td> </tr> </table>	<input type="checkbox"/>	Facebook (@liveonthelevee)	<input type="checkbox"/>	Instagram (@liveonthelevee)																
<input type="checkbox"/>	Facebook (@liveonthelevee)																				
<input type="checkbox"/>	Instagram (@liveonthelevee)																				

**APPLICATION CHECKLIST & CERTIFICATION**

I have attached a copy of my Kanawha-Charleston Health Department Certificate.	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
I have attached a copy of my proposed menu – including pricing.	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
I have attached a copy of my food truck/set-up or emailed a digital copy.	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> EMAIL
I have attached a copy of my \$1M liability insurance policy.	<input type="checkbox"/> YES <input type="checkbox"/> NO
I have attached a copy of my vendor permit/business license.	<input type="checkbox"/> YES <input type="checkbox"/> NO
I have attached my signed and notarized Hold Harmless Form.	<input type="checkbox"/> YES <input type="checkbox"/> NO
I have attached my signed Charleston Fire Department Form.	<input type="checkbox"/> YES <input type="checkbox"/> NO
I understand it is my responsibility to provide a copy of my renewed Kanawha-Charleston Health Department Certificate ( <b>food vendor</b> ) after JUN 29, 2026 and no later than JUL 17.	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
I understand it is my responsibility to provide a copy of my renewed business license ( <b>non-food vendor</b> ) after JUN 29, 2026 and no later than JUL 17.	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
<p><b>This is to certify that, vendor:</b></p> <ul style="list-style-type: none"> <li>• Adheres to equal employment opportunity practices,</li> <li>• Is in compliance with Immigration Reform and Control Act (IRCA),</li> <li>• Has reviewed and understand all information outlined in <b>Vendor Requirements</b> (pg 2-3),</li> <li>• Has completed this application, and</li> <li>• Has included all necessary attachments.</li> </ul>	<p>_____</p> <p>Vendor/Business Name</p> <p>_____</p> <p>Authorized Vendor Signature</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Printed Vendor Signature</p> <p>_____</p> <p>Date</p>



**CITY OF CHARLESTON, WV  
AND THE  
CHARLESTON POLICE DEPARTMENT**



P. O. BOX 2749  
CHARLESTON, WEST VIRGINIA 25330

**(PRIVATE SPONSORED EVENT OR STREET CLOSING/USAGE)**

**THIS INDEMNITY, DEFENSE AND SAVE HARMLESS AGREEMENT** is made this \_\_\_ day of, \_\_\_\_\_, **2026**, by \_\_\_\_\_ (the "Private Sponsor"), in favor of THE CITY OF CHARLESTON, WEST VIRGINIA (the "City"), a municipal corporation;

**WHEREAS**, during the 2026 LIVE ON THE LEVEE SEASON sponsored by Private Sponsor scheduled to take place on MAY/JUNE/JULY/AUGUST, **2026** (the "Event"), Private Sponsor desires the use of certain portions of the City's public thoroughfares and/or property for the Event, which portions are generally outlined in the applicable Permission Letter provided to Private Sponsor;

**WHEREAS**, the City requires that an indemnity, defense, and save harmless agreement be granted by any private sponsor in favor of the City as a condition precedent to permitting the private sponsor the use of the City's public thoroughfares for any purpose such as the Event;

**WHEREAS**, in exchange for the City permitting any private sponsor the use of the City's public thoroughfares and/or property for any purpose such as the Event, the City is authorized under West Virginia Law to accept an indemnity, defense and save harmless agreement in favor of the City from such private sponsor(s) in order to protect the City and its officers, agents, and employees.

**NOW, THEREFORE:** in consideration of the City's permitting Private Sponsor to use portions of the City's public thoroughfares and/or property for the Event, and other good and valuable consideration, receipt of which is hereby acknowledged, Private Sponsor herein agrees as follows:

1. Private Sponsor agrees that it shall indemnify, defend, and save harmless the City, its officers, agents, and employees, from and against all liability, claims, suits, damages, losses, costs, attorneys' fees and expenses of any or all types arising out of, or related in any way to, the Event or Private Sponsor's use of the City's public thoroughfares and/or property for the Event; which shall include use of Real and Personal Property including, but not limited to barriers, stages, tables,

tents, chairs and other equipment.

2. Private Sponsor hereby agrees to obtain and provide proof of appropriate liability insurance coverage with a limit of not less than \$1,000,000.00 each occurrence. Private Sponsor shall name the City of Charleston, its agents, officers, directors and employees, as an additional insured under said insurance policy. Private Sponsor's insurance policy shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by the City of Charleston, with respect to Private Sponsor's operations and the Event. If any applicable insurance coverage is subject to a deductible, the Private Sponsor shall be responsible for such deductible(s).
3. Private Sponsor acknowledges that this agreement does not exempt him, her, it, or them from any applicable permit and licensing requirements or any other laws of the City of Charleston or the State of West Virginia.
4. Private Sponsor acknowledges that the permission granted by the City through the CPD for Private Sponsor to use certain portions of the City's public thoroughfares and/or property for the Event is limited to the specified date(s) of the Event only and shall not extend in duration beyond the actual dates of the Event as set forth above. Notwithstanding the City's conditional grant of permission, Private Sponsor herein acknowledges and accepts the City's undisputed, inherent right, upon notice to Private Sponsor, to revoke its permission, with or without cause, for any reason, at any time. Further, if the Event and/or the use of the City's public thoroughfares and/or property continues beyond the term of the Event or beyond any revocation of permission as outlined herein, Private Sponsor understands and agrees that all other terms of this Agreement remain in full force and effect and are still binding upon Private Sponsor.
5. Private Sponsor agrees to comply with all Federal, State, and local laws, and further agrees that the city is not responsible in any way for any violation(s) of said laws by the Private Sponsor and/or any third-party on the City's property before, during and/or after the event.
6. This agreement will be governed by and construed in accordance with the laws of the State of West Virginia, without regard to the principles of conflict of laws. If any breach, default, or other dispute arises out of this agreement, the Private Sponsor acknowledges and agrees that the Circuit Court of Kanawha County, West Virginia shall have exclusive jurisdiction to resolve the breach or other dispute giving rise to the litigation.

7. This agreement contains the entire agreement between the City and the Private Sponsor and is not modified or changed by any oral promises or statements. In the event that any provision of this agreement is held to be invalid, illegal or unenforceable parts have not been included in the agreement.

8. By the duly authorized signatures below, Private Sponsors hereby agrees and accepts the terms set forth in this agreement and acknowledges that they are freely signing this agreement after reading and understanding the entire agreement.

IN WITNESS WHEREOF \_\_\_\_\_ has caused their corporate names to be signed hereto by \_\_\_\_\_ its \_\_\_\_\_ thereto duly authorized.

By: \_\_\_\_\_ (Signature)

(Authorized corporation representative)

**STATE OF WEST VIRGINIA**

**COUNTY OF KANAWHA, to-wit:**

I, \_\_\_\_\_, a Notary Public in and for said County and State, do hereby CERTIFY that \_\_\_\_\_, whose name is signed to the foregoing and hereto annexed writing, bearing date of the \_\_\_\_\_ day of \_\_\_\_\_ for, as it's \_\_\_\_\_ has this day ACKNOWLEDGED the same before me in my said County to be the act and deed of said corporation.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_

My commission expires: \_\_\_\_\_

**Notary Public**



# Charleston Fire Department

808 Virginia Street, West  
Charleston, West Virginia 25302  
Telephone: (304) 348-8098 FAX: (304) 348-0731  
Chief Craig A. Matthews



## Requirements for Outdoor Events in the City of Charleston

### Definitions

Cooking Booth – A booth where food is prepared by heating or cooking process such as, but not limited to, grilling, frying, barbecuing, flambé, deep fat frying, baking, warming, or boiling.

Mobile Concessions Stand – A mobile vehicle where food is prepared by a heating or cooking process such as, but not limited to, grilling, frying, barbecuing, flambé, deep fat frying, baking, warming, or boiling.

Tent – A temporary structure, the covering of which is made of pliable material that achieves its support by mechanical means such as beams, columns, poles, or arches, or by rope or cables or both.

### Responsibilities

Event Sponsor – The Event Sponsor assumes overall responsibility for the set-up and running of the event and ensures compliance with Fire and Life Safety guidelines.

- The Event Sponsor shall provide a site plan to the Fire Prevention Bureau showing the following:
  - The name of all streets and areas that are included in the event.
  - The locations of Fire Dept. access lanes (20 ft. minimum)
  - The locations of food vendors
  - The event sponsor shall notify each vendor on the Vendor List that they must be registered with the city of Charleston.
  - The Event Sponsor shall distribute a copy of this guide to each vendor.

Event Vendor – Event Vendors are responsible for the safe operation of their booth, display or attraction. Vendors shall coordinate the event setup and take down with the Event Sponsor to ensure compliance with Fire and Life Safety regulations.

- The Event Vendor shall:
  - Keep Fire Lanes, Fire Hydrants, Fire Department Connections and building access clear and unobstructed.
  - **There SHALL be a Minimum 10 ft. Separation between Vendors. NFPA 1 (2021): 50.8.2.2 (Starting 2024) Per Fire Chief**
  - Be prepared for a Fire Inspection starting 2 hours prior to opening for business.
  - Correct any violations prior to opening for business. Non-compliance shall result in that vendor not being allowed to operate and/or citation being issued.

- Maintain all Fire and Life Safety requirements for the duration of the event.

Charleston Fire Dept. Fire Prevention Bureau – The members of the Fire Prevention Bureau are responsible for inspecting the event prior to opening. They shall inspect all related aspects of the event. The event inspectors shall issue correction notices if required and re-inspect to ensure compliance.

- Fire inspections shall include, but not be limited to the following:
  - Hot Food vendors
  - Fire Dept. Access
  - Access to hydrants, Fire Dept. Connections and Fire Control Rooms
  - Event Egress
  - Generators and propane tanks
  - Assembly area/tents
  - Pyrotechnics and open flame effects

#### General Requirements

##### Fire Hazards and/or Concerns

- Remove trash accumulations regularly.
- No Open Flame Devices (except for cooking purposes) of any kind shall be present within the booth or any structure.
- There shall be no storage of flammable liquids within 10' of any booth, tent, or structure.

##### Electrical Power

- Generators, if used, shall be kept at least 12' away from any booth and shall be protected from contact. NFPA 96 (2021) 17.6.2.1
- When refueling generators, 10' clearance shall be maintained from any part of the event to include all booths, tents, or structures. The generator shall be turned off while being refueled.
- Extra fuel shall be stored within a container that is correctly labeled and approved for such storage.
- Smoking and open flames shall be prohibited within 25' of refueling operations.

#### Cooking Booth Requirements

##### Construction Requirements

- All fabrics or membranes covering cooking booths shall be certified flame retardant in accordance with NFPA 701, CPAI-84, or labeled with a California State Fire Marshal's seal.
- If the tent/canopy does not bear the California State Fire Marshal's seal, cooking with grills, deep fryers and commercial appliances cannot be conducted under that tent/canopy.
- All cooking devices shall be isolated from the public by not less than 48" or must be protected by barriers between the device and the public.
- All commercial cooking equipment shall be placed on noncombustible surface material with a well stabilized cooking surface.
- Disposal of grease is required at the completion of the event in a manner in accordance

with local DEP regulations. (This does not include dumping it down storm drains!)

- All tents must be secured to the ground with weights to prevent damage during high winds.

Propane Cylinders - NFPA 1 (2021) 50.8.7

- Propane cylinders shall be installed upright and shall be secured to prevent overturning and protected from any physical damage.
- Propane tanks shall be located so that they are not accessible to the public. Propane tanks shall be located at least 5' from any cooking equipment.
- Cylinders not connected shall be secured and stored away from any cooking operations.
- All Gas systems shall be inspected/tagged and tested annually by a Licensed/Certified 3<sup>rd</sup> Party. (Starting 2019)

Fire Extinguishers – NFPA 1 (2021) 50.5.7

- All cooking vendors must have a minimum of one 2A rated 5 lb. ABC portable fire extinguisher.
- If cooking vendors are using deep fat fryers or any cooking device which produces grease laden vapors, a Class K extinguisher shall be required.
- All extinguishers shall be stored in a manner to be quickly accessible and kept safe from tampering.
- All extinguishers must be up to date with a recent inspection within the last year of the last inspection.
- All mobile concession stands using grills, griddles, deep fat fryers or any cooking device which produces grease laden vapors shall be equipped with a hood and fire suppression system as required by NFPA 96. All systems shall be serviced every 6 months and bear a current service tag. Grease filters shall be cleaned and in place.

*I have read and agree to comply with the "Requirements for Outdoor Events" in the city of Charleston. If you're uncompliant with any of the requirements found in this article you may be shut down and asked to leave until violations are resolved.*

**Business:** \_\_\_\_\_

**Authorized Vendor Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_