



## Food Vendor Application

Season 19: May 26, 2023 – August 18, 2023

Haddad Riverfront Park, Charleston, WV

[liveontheleveecharleston.com](http://liveontheleveecharleston.com)

Live on the Levee is a free outdoor concert series presented by the City of Charleston featuring music at Haddad Riverfront Park. Performances take place every Friday night on the Schoenbaum Stage. This concert series celebrates our community with live music, great food and amazing spirit. The community comes together to make this one of the most popular and unique events in Charleston.

If you are interested in participating as a vendor for the **2023** season of Live on the Levee, please complete the questions on the attached form and return to Miranda Dillon, Special Events Coordinator by mail or hand deliver to 501 Virginia Street East, Room 303, Charleston, WV 25301.

All Live on the Levee vendors acknowledge and agree they will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, gender identity, disability, or national origin. In addition, all applicants shall certify that they are in complete compliance with the Immigration Reform and Control Act (IRCA).

The City shall not be held responsible for forms that are not delivered properly to the City of Charleston either by fault of the respondent, U.S. Postal Service or otherwise.

If you are selected, you **must** participate in at least eight (8) Friday's during the concert season. List dates unavailable on the Vendor Application and notify the Special Events Coordinator at least 48 hours in advance in the event of an emergency. **Two no call no shows will result in your termination of the 2023 season.**

***\*If you want to participate as a vendor in the Multifest event, contact Tamara Eubanks at [multifestwv.executive.director@gmail.com](mailto:multifestwv.executive.director@gmail.com) for an application and fees. You will not be guaranteed your normal Live on the Levee vendor spaces, and you will pay their required vendor fee.***

***If you would like to participate as a vendor in the Charleston Sternwheel Regatta, contact Jane Bostic at [Jane.Bostic@CityofCharleston.org](mailto:Jane.Bostic@CityofCharleston.org) for an application and fees. You will not be guaranteed your normal Live on the Levee vendor spaces, and you will pay their required vendor fee.***

Your business must be registered and in compliance with the City Collector's Office. 304-348-8024

It is the goal of the City of Charleston to provide a variety of food and beverage options to attendees.



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**BEVERAGE POLICY:** Food vendors may sell non-alcoholic beverages from their booth. **No alcoholic beverages will be sold from your booth at any time.**

**INSURANCE REQUIREMENTS:** All participating food vendors must have \$500,000 of liability insurance for the entire duration of the season. 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. Food vendors must follow all guidelines that ensure food safety in your booth/vending area. **All selected food and retail vendors must provide current copies of renewed City Collector's Office business license as well as Health Department certification after June 30, 2023, to the Special Events Coordinator.**

**GREASE/TRASH:** No grease or gray water is to be poured onto the ground or down any drains. Businesses found doing this will be prohibited from participating in the remaining weeks of Live on the Levee.

**TRASH:** Vendors are responsible for properly bagging trash within their sales location. The City clean-up crew will collect properly bagged trash from your space.

**WATER/ICE:** Water and ice are not accessible. Food safety and cleanliness must be a priority for your customers.

**CITY COLLECTOR'S OFFICE:** All vendor applications will be reviewed by the City Collector's Office and must be registered and in compliance with the City Collector's Office. Contact the City Collector's Office at 304-348-8024 or [vendorquestions@cityofcharleston.org](mailto:vendorquestions@cityofcharleston.org) for business and vendor registration requirements. **No contract/business will be awarded to a company with a delinquent tax status with the City Collector's Office.**

**VEHICLES:** Vehicles are not to be parked on the boulevard or sidewalk. Vehicles may be parked on side streets **(not down the middle of the street...your vehicle will be towed)** or parking garages and are **NOT** permitted to re-enter the boulevard until after the event is shut down. **NO** parking permit will be issued. Should you park in the garage or at a metered spot, you are responsible to cover this cost. Performances end at 9:30 p.m. and streets must be cleared of spectators before vendors are permitted to move their vehicles. The Charleston Police Department will direct all vendor vehicles to safely exit the boulevard. Businesses not complying with this requirement will be prohibited from participating in the remaining weeks of Live on the Levee.

**WHAT WE PROVIDE:** 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.

**CHARLESTON FIRE DEPARTMENT:** The attached Charleston Fire Department requirements must be followed. ***Please read carefully and sign, as there are updates.***



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Haddad Riverfront Park, Charleston, WV

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Business Name	
Contact Name	
Mailing Address	
Phone	
Best number to reach you during Live on the Levee	
Email	
Have you participated in previous Live on the Levee Seasons? If yes, number of years.	<input type="checkbox"/> Yes <input type="checkbox"/> No # of Years _____
What are your specific appliance electrical requirements (voltage and amperage)?	
Do you have a Kanawha-Charleston Health Department Certification? <i>Please attach a copy to this form.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you able to participate every Friday between May 26, and August 18, 2023? (If no, please list dates you will not be available) Vendors must be set up and available to customers from 6:00 p.m. to 9:30 p.m. <i>You will not be permitted on the blvd to set up after 5:30 pm</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No Dates Unavailable:
What amount of space will your booth/tent require? Each space is in 10 ft. x 10 ft. increments. <b><i>Please note: You will only be allotted the amount of space you list; measure carefully. Also, this year we will be assigning spots</i></b>	
Vendors, please attach a copy of your proposed menu, including pricing.	
Enclose a photo of your food truck/food or email a digital copy to	
Please list all social media links.	



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liveontheleveecharleston.com

We certify that \_\_\_\_\_ (Business Name) practices equal employment opportunity and is in compliance with IRCA and has included all enclosures listed below with this application.

Authorized Vendor Signature	
Title	
Printed Vendor Signature	
Date	
Business Name	
Business & Occupation Tax Account Number	

**NOTE:** All vendors must be registered and in compliance with the City Collector’s Office. Contact the City Collector’s Office at 304-348-8024 or [vendorquestions@cityofcharleston.org](mailto:vendorquestions@cityofcharleston.org) for business and vendor registration requirements. No contract/business will be awarded to a company with a delinquent tax status with the City Collector’s Office.

In addition, all vendors must provide Miranda Dillon, Special Events Coordinator, with Collector’s Office renewed business license and all food vendors must provide a renewed Health Department certification after June 30, 2023.

## APPLICATION IS NOT COMPLETE WITHOUT:

- Signed and completed application
- Photo of booth set up or truck with dimensions
- Liability Insurance certificate & Hold Harmless
- Food Vendors - Proposed menu with pricing
- Food Vendors - Health Department certificate
- Signed Acknowledgement of CFD Requirements for Outdoor Events

**INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED AND WILL BE RETURNED**



**CITY OF CHARLESTON  
INDEMNITY, DEFENSE AND  
SAVE HARMLESS AGREEMENT  
(Private Sponsored Event Street Closing/Usage)**



THIS INDEMNITY, DEFENSE AND SAVE HARMLESS AGREEMENT (“agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023,

by \_\_\_\_\_

(the “Private Sponsor”), in favor of THE CITY OF CHARLESTON, WEST VIRGINIA (the “City”), a municipal corporation;

WHEREAS, during the \_\_\_\_\_ sponsored by Private Sponsor scheduled to take place on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 (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;



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INDEMNITY, DEFENSE AND  
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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



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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 in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this agreement.

8. By the duly-authorized signatures below, Private Sponsor 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 its \_\_\_\_\_, 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