



Food Vendor Application
Season 20: May 24, 2024 – August 9, 2024
Haddad Riverfront Park, Charleston, WV

liveontheleveecharleston.com

Vendors-

Happy 2024 Live on the Levee Season!!!! There are a few changes that are taking affect this year that you will need to be aware of.

There will now be a \$500.00 fee for all food vendors to set up for the LOTL season. All money is due to Miranda Dillon by May 10th by end of business. You may submit payment by check or money order made out to the City of Charleston. Credit cards are not accepted.

There are new Fire Department regulations for vendor set up. A copy of the regulations will be attached to your application for your review and signature. Due to this, vendor spots will be set up based on spacing, the amount of space needed for each vendor to set up and electrical needs. You may be assigned a time for set up. Please be patient as the LOTL team works to make sure everyone is compliant.

For tear down, your vehicle, if needed, will not be allowed back on the boulevard until 10:00 p.m. or unless CPD deems it is safe enough before.

The City of Charleston has passed a new bill regarding the vending permits for any and all vendors participating in events or setting up in the city. This bill will make the application process easier and cheaper, and The City Collector's office will help you determine what permit best suits your needs. It is your responsibility to contact them and get your permit to turn in with your application. Without this permit, you will not be able to set up at LOTL.

The City of Charleston must follow and abide by all rules and regulations set forth by the Charleston Health Department and the State Fire Marshalls Office. For us to be compliant, you must also be compliant. Both will be by to inspect your vending area at the beginning of the 2024 LOTL season. They can and will be making random checks during the season. The City does not know when this will happen, so please make sure you are in compliance at all times. They do have the right to tell us a vendor is not in compliance and cannot distribute/sell products. We must abide by their rules.

By submitting this application, you acknowledge you have been informed of, and agree with, any and all changes within. Should you have any questions regarding the above information, please feel free to contact my office.

Thanks,
Miranda Dillon



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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. To participate as a food vendor, there is a fee of \$500.00 for the entire season. (Must be paid before by Friday, May10, 2024).

If you are interested in participating as a vendor for the **2024** 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 2024 season.**

****If you want to participate as a vendor in the Multifest event, contact Tamara Eubanks at 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 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 1 (one) million dollars 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 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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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. <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>	
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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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 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
- Liability Insurance certificate
- Signed and Notarized Hold Harmless Form
- Signed Fire Department Form
- Food Vendors - Health Department certificate
- City Collector’s Office Vendor Permit

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED AND WILL BE RETURNED



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 3rd 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: _____



**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 _____, 2024,

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 _____, 2024 (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;



**CITY OF CHARLESTON
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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



**CITY OF CHARLESTON
INDEMNITY, DEFENSE AND
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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