



Thank you for your interest in being a vendor at this year's Holly Jolly Brawley Celebration, produced by Downtown Charleston Association! This year's event will be held on Friday, November 29<sup>th</sup> from 12:00PM-9:00PM & Saturday, November 30<sup>th</sup> from 12:00PM-8:00PM. Vendors will be set up along Summers Street, adjacent to City Center at Slack Plaza. The following is important information to consider before filling out the application.

The fee to have a vendor space is \$300.00 for both days for a 10x10 space and \$500.00 for a 10x20 space. DCA will provide tents with sidewalls, overnight Security & electricity for all vendors. NO HEATERS ARE ALLOWED TO BE PLUGGED IN TO THE ELECTRIC! We do ask that ALL booths be decorated for Christmas and that LED Christmas lights be used on all booths. An award for best decorated booth will be presented.

Vendor set up will begin Friday at 8:00 AM and MUST BE COMPLETED by 11:00AM. All vendors will enter Summers Street from either Washington or Lee Streets. You will continue down Summers Street and turn left into the Summers Street Parking Garage. ALL vehicles MUST be off of Summers Street by 10:00AM. Vehicles will not be permitted on Summers Street until after the event has ended.

Completed applications should be emailed back NO LATER THAN Monday, October 7<sup>th</sup>. Upon approval, an invoice will be emailed to you which is due within 10 business days.

**UPON APPROVAL:**

You will need to fill out both attached Hold Harmless Agreements. One is for you to obtain your Business License (if needed) with the City of Charleston. The other is event-specific for Downtown Charleston Association and should be emailed back. You must also purchase a Mobile Vending Permit with the City of Charleston. Both permits are a TOTAL of \$40.00 and can be obtained at the City Collector's Office which is located inside the City Services Building located at 915 Quarrier Street in Charleston. Please call (304) 348-6833 with any questions.

Food Vendors must make sure to have their Health Permits and Food Trucks must also have their permit from Charleston Fire Department.

**Thank you for your interest in the 2024 Holly Jolly Brawley Celebration!**



2024 Vendor Application

Name: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Size of Booth Space Requested: \_\_\_\_\_

Please provide a description of products that you intend to sell and attach pictures with this application. Photos MUST be attached to email, we will not visit any sites, etc.

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RTS ACCOUNT #: \_\_\_\_\_

B&O: Yes / No

CSF: Yes / No

Permit Fee: \_\_\_\_\_

Staff Associate Initial: \_\_\_\_\_

**CITY OFFICIAL USE ONLY**

City of Charleston  
915 Quarrier St., Suite 4  
Charleston, WV 25301  
Phone: (304)348-8024  
www.charlestonwv.gov



## **EVENT VENDOR PERMIT APPLICATION Calendar Year 2024**

### **Section I. BUSINESS INFORMATION:**

A. Name of Business: \_\_\_\_\_

DBA: \_\_\_\_\_ Federal Employer ID/Social Security Number\*: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

B. Ownership Type: \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Non-Profit \_\_\_\_\_ Other

C. Contact Name: \_\_\_\_\_ Contact Email: \_\_\_\_\_

D. Description of your business: \_\_\_\_\_

**\*Privacy Act Statement:** Disclosure of a Social Security Number (SSN) to the City of Charleston is voluntary. If you do not wish to disclose your SSN, you may provide an alternative identification number. The City of Charleston solicits this information pursuant to West Virginia Code § 8-13-13 and the Charleston City Code. The City of Charleston will not disclose your SSN or any other information you provide to any other entity or party. The City of Charleston requests this information to facilitate the verification of withholding and payment of service fees

### **Section II. EVENT VENDOR REQUIREMENTS:**

**1. Does your business sell or serve prepared food?** Yes / No If Yes, please sign and acknowledge below.

I will not serve food unless and until I am in good standing with the Kanawha-Charleston Health Department and have obtained all necessary approvals.

\_\_\_\_\_  
Signature of Business Owner or Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**2. Does your business sell beer or liquor?** Yes / No If Yes, please sign and acknowledge below.

I will not serve alcohol unless and until I am in good standing with the West Virginia Alcohol Beverage Control Administration and have obtained all necessary approvals.

\_\_\_\_\_  
Signature of Business Owner or Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**3. Event Certification:** I am only applying to operate in conjunction with an organized event, private or public authorized by the City, subject to any required fire code inspections, and said event provides umbrella insurance coverage sufficient to satisfy the requirements herein or I will be required to provide further requirements to the City Event Coordinator.

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Signature of Business Owner or Authorized Agent

Date

Title

**Section III. Event Vendor Permit Fee: \$20.00 Annual Fee**

**Section IV. Authorized Signature of Business:** By signing below, I do hereby certify and declare, under penalty of perjury, that the information furnished in this application is true, complete and accurate to the best of my knowledge. I will immediately notify the City Collector's Office if any of the information contained herein changes.

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Signature of Business Owner or Authorized Agent

Date

Title

\* Mail the completed application with payment to the address below. If you have any questions with respect to your application, please contact the City Collector's Office at (304) 348-8024.

**Return To:  
Charleston City Collector's Office  
915 Quarrier St., Suite 4  
Charleston WV 25301**

# Downtown Charleston Association

INDEMNITY, DEFENSE AND SAVE  
HARMLESS AGREEMENT  
Charleston Sternwheel Regatta

THIS INDEMNITY, DEFENSE AND SAVE HARMLESS AGREEMENT (“agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ (the “Private Vendor”), in favor of THE DOWNTOWN CHARLESTON ASSOCIATION ( “DCA”), a municipal corporation;

WHEREAS, during the Holly Jolly Brawley (“HJB”) is sponsored by the DCA and scheduled to take place on Friday November 29 & 30, 2024, Private Vendor will use of certain portions of the City’s public thoroughfares and/or property as a participant in the HJB which portions are generally outlined in the applicable Permission Letter provided to Private Sponsor;

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

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

NOW, THEREFORE: in consideration of the HJB permitting Private Vendor 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 Vendor herein agrees as follows:

1. Private Vendor agrees that it shall indemnify, defend, and save harmless the HJB, 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 Vendor’s use of the City’s public thoroughfares and/or property for the Event;

# **Downtown Charleston Association**

## **INDEMNITY, DEFENSE AND SAVE HARMLESS AGREEMENT Charleston Sternwheel Regatta**

2. Private Vendor 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 Vendor shall name the DCA, its agents, officers, directors and employees, as an additional insured under said insurance policy. Vendor's insurance policy shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by the DCA, with respect to Private Vendor'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 Vendor 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 Vendor acknowledges that the permission granted by the DCA through the CPD for Private Vendor 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 Vendor herein acknowledges and accepts the City's undisputed, inherent right, upon notice to Private Vendor, 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 Vendor understands and agrees that all other terms of this agreement remain in full force and effect and are still binding upon Private Vendor.

5. Private Vendor agrees to comply with all federal, state, and local laws, and further agrees that the DCA is not responsible in any way for any violation(s) of said laws by the Private Vendor 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 Vendor 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

# Downtown Charleston Association

INDEMNITY, DEFENSE AND SAVE  
HARMLESS AGREEMENT  
Charleston Sternwheel Regatta

7. This agreement contains the entire agreement between DCA and the Vendor 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 Vendor 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



# 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: \_\_\_\_\_