



**CITY OF CHARLESTON
LIMITED LICENSE and PERMIT
2025 SPECIAL PERMIT
Class 'D'**

Pursuant to the authority granted to the City Manager, Director of Parks and Recreation, and Chief of Police by the Charleston Charter and Charleston City Code, including, but not limited to, Charleston City Code Section 92-161, et. seq., 79-9, 92-122, and 79-211, a Limited License and Permit is hereby granted to the below-designated Limited Licensee, in accordance with the 2025 EVENT SEASON ELECTRICITY HOOK-UP AND INDEMNITY, DEFENSE AND SAVE HARMLESS AGREEMENT signed by the Boater, to hook into and use the designated power source provided by the City and to moor at the Levee after Park Hours during the **2025 Event Season occurring on designated weekends extending from May 23 through September 1, 2024, On July 6, no boats are to be moored at the floating dock from 12:00 p.m. to 3:00 p.m. for the sternwheel races. As more specifically set forth in the 2025 Rules and Regulations for Boater use of the Levee**, after which time the Limited License shall immediately expire. The Boater acknowledges and understands that this Limited License is a privilege granted by the City to Boater, and is subject to terms and conditions, including, but not limited to, the ELECTRICITY HOOK-UP AND INDEMNITY, DEFENSE AND SAVE HARMLESS AGREEMENT, compliance with all Federal and West Virginia State laws, and compliance with the Charleston City Code and regulations. Boater further acknowledges and understands that this Limited License may only be used by him/her on the designated watercraft, and is non-transferable.

Boater/Limited Licensee (Name): _____
Address: _____

Phone Number: _____
E-Mail Address: _____
Watercraft: Make/Model: _____
Watercraft Name: _____
Length of Boat: _____

Electric Hook-up Pretested: No: ☐ Yes: ☐ _____ (Construction Manager Initial)

The Limited Licensee must keep this Limited License on the watercraft at all times and exhibit it upon request by any City Employee during the 2025 Charleston Calendar Year.

The Limited Licensee shall only use an Approved Cord properly marked as such by affixing the identifying tag supplied by the City to the “male” plug end of the cord to hook into the designated power source provided by the City.

ISSUE DATE: _____

Ben Mishoe, City Manager

(SEAL)

DO NOT DUPLICATE.

***Absolutely no “daisy-chains” or “daisy-chaining” of electric cords are permitted.*
*Electric hook-up is available at 12:00 noon on day of event***



**CITY OF CHARLESTON
ELECTRICITY HOOK-UP
LIMITED LICENSE APPLICATION**

Class 'D'
Special Permission Permit
(Watercraft)

ONLY ONE (1) APPLICATION PER INDIVIDUAL OR WATERCRAFT

Name (Boater): _____ DATE: _____

Address: _____

Phone Number: _____

Watercraft: Make/Model: _____

Watercraft Name: _____

Length of Boat: _____

Amps & Voltage ☐ 30A, 125V Male
Cord to be used: ☐ 2-pole, 3 wire NEMA L5-30 ☐ Other: _____

Applicant has received, reviewed, and understands the "Preliminary Specs for Shore Power on the Charleston City Levee (Haddad River Front Park)" attached hereto as Exhibit A, specifying the electric cords and plugs permitted for use for the particular amperage and voltage to be used: (Initial)
_____ Yes _____ No

Applicant has received, reviewed, and understands the "Summer Series Electricity Hook-Up and Indemnity, Defense and Save Harmless Agreement" attached hereto as Exhibit B, and will enter into such Agreement as a condition of receiving the requested Limited License: (Initial) _____ Yes
_____ No

Applicant acknowledges and understands that this Limited License is a privilege granted by the City to Boater, and is subject to terms and conditions, including, but not limited to, the ELECTRICITY HOOK-UP AND INDEMNITY, DEFENSE AND SAVE HARMLESS AGREEMENT, compliance with all Federal and West Virginia State laws, and compliance with the Charleston City Code and regulations. By signing below, Applicant certifies that that he or she is not currently in violation of any such laws, rules or regulations, and the information supplied above is true and correct to the best of his or her knowledge.

SIGNATURE: _____

RECEIVED BY: _____, City Manager's Office.



CITY OF CHARLESTON 2025 Event Season

ELECTRICITY HOOK-UP AND INDEMNITY, DEFENSE AND SAVE HARMLESS AGREEMENT Class D License

(WATERCRAFT)

THIS 2025 EVENT SEASON ELECTRICITY HOOK-UP AND INDEMNITY, DEFENSE AND SAVE HARMLESS AGREEMENT is made this _____ day of _____, 2025, by _____ (the “Boater”), in favor of THE CITY OF CHARLESTON, WEST VIRGINIA (the “City”), a municipal corporation;

WHEREAS, during the Event Season, comprised of Single Events and scheduled to take place from May 19, 2025 to October 4, 2025, the City is willing to offer certain designated power sources for individuals bringing water craft to Haddad Riverfront Park, upon making proper application, meeting certain criteria and conditions, and being granted a limited license to do so, to hook into and use as a power source for their water craft while moored at Haddad Riverfront Park

WHEREAS, Boater desires to hook into and use one of the power sources designated by the City for use on Boater’s water craft during the 2025 Event Season;

WHEREAS, Boater understands that he/she is required to use an approved cord and plug as identified in the specifications attached to and contained in the Application for a license to hook into the designated power source and to mark such cord and plug by affixing the identifying tag supplied by the City to the “male” plug end of the cord;

WHEREAS, the City requires that an indemnity, defense, and save harmless agreement in favor of the City be granted by any water craft user hooking into the power source offered by the City as a condition precedent to permitting the user the use of the City’s offered power source;

WHEREAS, in exchange for the City permitting any private Boater to hook into and obtain use of the City’s designated power source, the City is authorized under West Virginia Law to accept an indemnity, defense and save harmless agreement in favor of the City from such Boater(s) in order to protect the City and its officers, agents, and employees;

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

1. Boater acknowledges and agrees that the license granted to hook into and use the designated power source provided by the City is a limited license and a privilege given by the City to Boater, and is non-transferable.

2. Boater agrees to use an approved cord and plug as identified in the specifications attached to and contained in the Application for a license to hook into the designated power source and to mark such cord and plug by affixing the identifying tag supplied by the City to the “male” plug end of the cord, thus identifying it as the approved cord (the “Approved Cord”) for use of the limited license.

3. Boater acknowledges and agrees that, as a specific condition to hooking into and the use of the power source, Boater cannot, under any circumstances, permit any other individual(s), boater(s), or other water craft to hook into or use Boater’s Approved Cord, including the making of any “daisy-chain” from Boater’s water craft to another. Further boater acknowledges and agrees that, any tripping or power interruption should be reported to the City Construction Project Manager. Any interruption by breaker trip attributable to the engineering, wiring, or other conditions of a particular watercraft shall be cause for immediate revocation of a license and forfeiture of the connecting cord and no new license shall be issued to said watercraft without a satisfactory demonstration that the defect or tripping condition has been remedied.

4. Boater acknowledges that this agreement does not exempt him, her, it, or them from any other or additional applicable permit and licensing requirements or any other laws of this State or of the City of Charleston, and that violation of any such permit, requirement, or laws of this State or of the City shall be grounds for immediate revocation of the limited license to use the designated power source.

5. Boater acknowledges and agrees that, in addition to any and all of the terms outlined herein, this limited license granted by the City to hook into and use the designated power source is limited to the specified date(s) identified herein, and shall not extend in duration beyond those dates. In addition, Boater acknowledges and understands that the City, in its sole discretion, reserves the right turn-on or shut-off the power at any time for any reason. Notwithstanding the City’s conditional grant of this license, Boater further acknowledges and accepts the City’s undisputed, inherent right to immediately revoke the Boater’s license, with or without cause, for any reason, at any time, and, the City’s undisputed, inherent right to disconnect Boater’s Approved Cord (or any other cord) from the designated power source for any reason, at any time. Further, if the Boater’s use of the designated power source provided by the City continues beyond the date(s) identified herein or beyond any revocation of permission as outlined herein, Boater understands and agrees that all other terms of this Agreement remain in full force and effect and are still binding upon Boater.

6. Boater agrees that he/she/they shall indemnify, defend, and save harmless the City, its officers, agents, and employees, from and against any and 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 Boater’s hooking into and use of the power source provided by City.

7. Boater hereby agrees to obtain and provide proof of appropriate liability insurance coverage with a limit of not less than \$100,000.00 for each occurrence. Boater’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 Boater’s hooking into and use of the power source provided by the City. If any applicable insurance coverage is subject to a deductible, Boater shall be responsible for such deductible(s).

IN WITNESS WHEREOF, _____ has caused his/her name to be signed hereto this ____ day of _____, _____, in the City of Charleston, Kanawha County, West Virginia.

(Print Name)

(Signature)

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 _____, ____, has this day ACKNOWLEDGED the same before me in
my said County.

Given under my hand this _____ day of _____, _____.

My commission expires _____.

Notary Public