

City of Chowchilla
**INFLATABLE AMUSEMENT DEVICE
(BOUNCE HOUSE) USE AGREEMENT**



DO NOT RENT OR USE AN INFLATABLE FOR YOUR ACTIVITY OR EVENT IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS IN THIS AGREEMENT

This agreement complies with the City of Chowchilla Inflatable Amusement Device (Bounce House) Policy, City Council Resolution 71-19, approved October 22, 2019. It is the responsibility of the signer of this agreement to agree to the terms set forth herein for the use of an INFLATABLE AMUSEMENT DEVICE in any City of Chowchilla park or public area and further acknowledge that the signer represents that they are authorized to bind the users and participants to the enumerated conditions of use of the INFLATABLE AMUSEMENT DEVICE.

A. PURPOSE

The purpose of the policy and this agreement is to ensure that the use of an inflatable amusement device, e.g. bounces house, in City of Chowchilla park properties and public areas to promote the safety and reasonable enjoyment of the public premises. Established requirements have been developed to protect the City as well as any individual or entity using City premises. Specific insurance coverages are required to properly cover claims that could occur during an incident that may have caused other's bodily injuries, death, or property damages.

B. GENERAL POLICY

1. An inflatable amusement device shall mean any temporary inflatable structure or similar item used for recreational purposes that relies upon a continuous supply of air by means of an electrically or gas-powered air blower to maintain its shape that includes, but is not limited to, bounce house, slide, climbing wall, soft mountains, obstacle course, sport game, carnival game, etc. The definition shall not refer to inflatable archways or similar inflatable structures used to mark the start or finish of a race, or moveable inflatables such as Zorb balls, or similar inflatable objects.
2. An inflatable amusement device shall comply with current American Society for Testing and Materials (ASTM) standards for inflatable amusement devices including ASTM F2374 Standard Practice for Design Manufacture, Operation and Maintenance of Inflatable Amusement Devices.
3. User must abide by all laws, state and federal, and all applicable ordinances in the Chowchilla Municipal Code.
4. An open or enclosed trampoline or other rebound tumbling device (not bounce house) is prohibited.
5. An inflatable amusement device that uses water or has water features is prohibited.
6. A privately owned, non-commercial inflatable amusement device is prohibited.
7. An inflatable amusement device must be rented from a vendor that has a current, non-delinquent City business license.
8. Inflatable amusement devices must be rented from a vendor that has a certificate of liability insurance on file with the City. Vendor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Vendor's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.

The rental vendor's insurance company must be authorized to transact insurance business in the State of California.

9. Rental vendors, users and participants of an inflatable amusement device are jointly and severally responsible for all damage caused by their use of an inflatable amusement device in the City park properties and public areas. Any damage to City property including turf will result in additional liability to the City.
10. Use of City public premises constitute the agreement for all users and participants to abide by all rules, policies, and conditions of the City and to subject to all disclaimers stated in the applications.
11. Rental vendors, users and participants agree to jointly and severally indemnify, protect, defend, save and hold harmless the City, its officers, employees, agents, and volunteers from and against any and all liability inclusive of any and all attorneys' fees, claims, suits, and causes of action for death or injury to persons, or damage to property, resulting from intentional or negligent acts, errors, or omissions of users, invitees, and non-invitees, and/or the inflatable amusement devices from rental vendor arising out of the setup, use, or operation of the inflatable amusement devices, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of users, invitees, and non-invitees and/or the inflatable amusement devices rental vendor which occurs related to the setup, use, or operation of the inflatable amusement devices unless caused by the sole negligence of the City.
12. The City is not responsible or liable for any damage to an inflatable amusement device, or any injury or death, to users, invitees, and non-invitees of an inflatable amusement device.

C. PROCEDURES

1. A current public park facility reservation application, special event application, or similar documents must be submitted to the City for consideration and approval no less than 10 business days prior to the use date.
2. A current inflatable amusement device use application must be submitted to the City for consideration and approval no less than 10 business days prior to the use date.
3. Any application fees and/or deposits required by the City are defined in the current City Master Fee Schedule and must be paid at the time when an application is submitted.
4. The rental vendor shall use trained and qualified representatives and be responsible for setup, installation, and takedown of an inflatable amusement device in compliance with manufacturer's specifications. City personnel under no circumstances shall be responsible for setting up an inflatable amusement device for permittees or rental vendors.
5. An inflatable amusement device must be free standing and properly weighted. Stakes are prohibited in City parks and public facilities. An inflatable amusement device must not be tied or tethered to trees, tables, or other amenities or structures. The City is not responsible for any inflatable amusement device that becomes detached for any reason inclusive of weather.
6. In the event of inclement or severe weather, such as winds higher than 15 miles per hour, rain, or thunderstorms, all use of an inflatable amusement device must be discontinued until such time as the weather has been clear for more than 30 minutes.
7. Inflatable amusement device users must provide adequate and appropriate adult supervision so that the complies with the manufacturer's recommendations and operating procedures that provide for a safe level of operation.
8. To provide power to an inflatable amusement device the user has the option to connect to the City parks and public facilities power grid, if available, or use a portable gasoline powered generator.

To connect to the power grid the request must be noted on the required application and the appropriate electricity fee as defined in the current City Master Fee Schedule must be paid at the time when the application is submitted.

To connect to a generator the rental vendor must provide the portable gasoline powered generator. No privately-owned generators are allowed. The generator must be rated as "quiet" and not generate noise in excess of City standards. The generator shall be placed no closer than 25 feet and no farther than 75 feet from

the inflatable amusement device. The generator must meet the following specifications.

- A portable generator must be equipped with GFCI protection.
- A portable generator will be shut down prior to refueling.
- A portable generator must be shut down for not less than 5 minutes before adding gasoline to the fuel tank.
- A portable generator must be fueled upon the ground.
- A portable generator will be secured in a manner as to protect contact with the public.
- A portable generator will have a proper spark arresting muffler arranged such that the exhaust fumes are directed away from the inflatable amusement device blower intake.
- A portable generator will be located a safe distance (not less than 25 feet) from the inflatable amusement device and the public.
- A portable generator will be encircled by fencing and or barricades during use.
- Gasoline must be stored in an approved portable Safety Gas Can that meets OSHA storage requirements, meets Department of Transportation (D.O.T.) criteria, and certified by the California Air Resources Board (CARB) low-emission requirements.

All electrical cords must be properly insulated, grounded, and covered to prevent tripping hazards. The connection of electrical cords to a nearby adjacent residential or business structure or mobile vehicle is prohibited.

9. No inflatable amusement devices and/or generator is allowed to be placed more than 50 feet from the location of the area authorized for the activity or event.
10. NO vehicle is allowed in City park properties and public areas, including turf and walkways for unloading, maintaining or loading an inflatable amusement device unless prior approval has been granted to the rental vendor by the City and in compliance with ingress and egress provisions established by the City.
11. An inflatable amusement device must be removed no later than 30 minutes prior to sunset and is not allowed to remain on public premises overnight.

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I agree to the terms set forth above for the use of an INFLATABLE AMUSEMENT DEVICE in any City of Chowchilla park. I represent that I am authorized to bind the users and participants to the above enumerated conditions of use of the INFLATABLE AMUSEMENT DEVICE.

USER

User Name (print)

User Address (print)

User Signature

Date

CITY OF CHOWCHILLA AUTHORIZATION AND APPROVAL OF USE

Copy of this signed agreement provided to the USER

City Representative Signature

Date