



CITY OF PAYETTE

ADMINISTRATIVE POLICY

SUBJECT: Bounce Houses in City Parks & Facilities	EFFECTIVE DATE:	7-20-2015
APPROVED by CITY COUNCIL: 7-20-2015	REVISION DATE:	Not Applicable

POLICY:

The purpose is to establish a policy for the use of “bounce houses” and other similar Apparatus in Payette City parks and facilities. The City of Payette (City) desires to provide safe parks and recreational opportunities for all City residents and visitors. To achieve this goal and purpose, the City is charged with ensuring that park patrons and user groups comply with the reasonable standards that promote safety and reasonable enjoyment of the City’s parks and public facilities. The following policy will apply to all individuals and groups that make use of a “bounce house” or similar apparatus in any City park or facility.

PROCEDURE, TERMS & CONDITIONS:

Use of a bounce house or other similar apparatus (“Bounce House”) in the City’s parks and facilities will require the User to agree to the following terms and conditions:

1. User shall first reserve and submit applicable fees for the use of a City Park or facility.
2. User shall inform the City at the time he/she submits a Park Reservation that he/she intends to use a Bounce House as part of the event.
3. Use of the City’s parks and facilities constitutes the User’s agreement to follow all ordinances, rules and policies of the City and subject to all terms and conditions set forth in a separately executed Bounce House User’s Agreement.
4. Users shall follow all state and federal, and local laws and ordinances, including all applicable ordinances of the City of Payette.
5. Bounce houses shall be rented from a company that has a business license and liability insurance on file with the City. The Bounce House Company shall provide a certificate of insurance naming the City of Payette as additional insured and listed as certificate holder with the following minimum limits:

Commercial General Liability per Occurrence/Aggregate
\$1,000,000

Commercial Auto Liability
\$1,000,000

Auto Liability shall include all owned, hired and non-owned autos. Hired and non-owned auto coverage is required regardless of whether autos are owned by the Bounce House Company.

Policies shall be written as primary, not contributing with or in excess of any coverage which the City may carry. The insurance company shall have no less than an A- VII A.M. Best rating. The Bounce House Company shall provide an appropriate additional insured endorsement from the insurance policy or policies containing the following language. "The City of Payette, and its officers, employees, agents, and volunteers are additional insureds under policy number ___"

6. Bounce Houses shall not remain in City parks or facilities overnight. Bounce Houses shall be set up and removed only by trained and qualified representatives of the Bounce House Company in compliance with the manufacturer's specifications.

7. Staking of Bounce Houses may be allowed only after meeting with a representative of the Parks Department, who will designate the areas in the Parks where stakes may be placed. The user shall select the location no fewer than 72 hours before the event so that the authorized location can be confirmed by the Parks Department. Cost of repair for damage to any infrastructure as a result of staking shall be the sole responsibility of the Bounce House company responsible for placement of the stakes. Bounce Houses shall not be tied or tethered to trees, tables or other park amenities or structures.

8. Bounce House Users shall provide adequate and appropriate adult supervision at all times to assure that the use is in compliance with the manufacturer's recommendations and reflects a safe level of operation. Bounce House Users at all times shall comply with the manufacturer's operating procedures. In order to ensure that Users have access to the appropriate manufacturer's operating procedures, a copy of the manufacturer's operating procedures shall be on file with the City as a condition of obtaining a Facility Reservation.

9. Bounce House Users may use City provided electricity for inflation of the Bounce House upon payment of the electric fee upon completed park reservation. All electrical cords shall be properly insulated, grounded, and covered to prevent trip hazards. Electrical cords running a public street from a nearby private residence are prohibited.

10. Payette City Code shall apply to all vehicles delivering or picking up Bounce Houses and motor vehicles delivering or picking up Bounces Houses at all times shall remain within authorized drive lanes only.

11. Privately owned, non-commercial Bounce Houses and other similar inflatable/apparatus, including but not limited to those that use water or have water

features as part of the Bounce House/inflatable/apparatus, are prohibited in City parks and facilities.

12. Users of Bounce Houses and the Bounce House Company shall be jointly and severally liable for all damages caused by their use of the Bounce House in the City's parks and or facilities. Damage to City property or turf may result in additional charges to the User and the Bounce House Company.

13. Users and Bounce House Company shall 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, 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 user and/or the Bounce House Company arising out of the setup, use or operation of the Bounce House, or resulting from any violation of any federal, state, or municipal law or ordinance, the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of User and/or the Bounce House Company, which occurs related to the setup, use or operation of the Bounce House.

14. Users who fail to execute the Bounce House Users Agreement shall not use Bounce Houses at their event. A User who is found using a Bounce House without having signed the Bounce House User's Agreement is subject to immediate termination of his/her event whether or not the event has commenced or is in progress and the User shall forfeit any fees or other charges paid to the Department.

At their regular meeting of June 1, 2015, the Parks and Recreation Committee recommended approval of the above policy to the City Council.

BOUNCE HOUSE USER'S AGREEMENT & PERMIT
City of Payette, 700 Center Ave. • Payette ID 83661 (208) 642-6024 • Fax: (208) 642-1412

BOUNCE HOUSE USER'S AGREEMENT: The City of Payette has adopted a policy governing the use of "bounce houses" for events taking place City parks and facilities. This policy is designed to maintain safe parks and recreational opportunities, while at the same time recognizing that certain recreational activities carry a greater risk of injury than others. Accordingly, a User of a City park or facility who wishes to include a bounce house as a part of his/her activity or event shall be subject the Bounce House and Other Similar Apparatus in City Policy and shall sign this Addendum, which sets forth the policy in detail.

TERMS AND CONDITIONS: Use of a bounce house or other similar apparatus ("Bounce House") in the City's parks and facilities requires the User to agree to the following terms and conditions:

1. User shall first submit a Facility Reservation Application and applicable fees for the use of a City park or facility.
2. User shall inform the City at the time he/she submits a Facility Reservation Application that he/she intends to use a Bounce House as part of the event.
3. User shall select a Bounce House company that has a current, non-delinquent City business license.
4. Use of the City's parks and facilities constitutes the User's agreement to follow all ordinances, rules and policies of the City and subject to all terms and conditions set forth an executed Bounce House User's Agreement.
5. Users shall follow all state and federal, and local laws and ordinances, including all applicable ordinances of the City of Payette.
6. Bounce Houses shall be rented from a company that has liability insurance on file with the City. The Bounce House Company shall provide a certificate of insurance evidencing current and valid commercial general and automobile liability insurance of not less than One Million Dollars (\$1,000,000.00) Combined Single Limit, from a company authorized to transact the business of insurance in the State of Idaho. The insurance company shall have no less than an A-VII Rating. **The Bounce House Company shall provide an appropriate additional insured endorsement to the insurance policy or policies containing the following language. "The City of Payette, and its officers, employees, agents, and volunteers are additional insureds under policy number _____."**
7. Bounce Houses shall not remain in City parks or facilities overnight. Bounce Houses shall be set up and removed only by trained and qualified representatives of the Bounce House Company in compliance with the manufacturer's specifications.
8. Bounce Houses shall not be tied or tethered to trees, tables or other park amenities or structures. Stakes are prohibited without prior approval of Parks Superintendent.
9. Bounce House Users shall provide adequate and appropriate adult supervision at all times to assure that the use is in compliance with the manufacturer's recommendations and reflects a safe level of operation. Bounce House Users at all times shall comply with the manufacturer's operating procedures. In order to ensure that Users have access to the appropriate manufacturer's operating procedures, a copy of the manufacturer's operating procedures shall be on file with the City as a condition of obtaining a Facility Reservation.
10. Bounce House Users may use park electricity upon payment of the established fee. Users may provide a generator for inflation of the Bounce House. The generator shall be one rated as "quiet" and which will not generate noise in excess of City standards. The generator shall be placed a safe distance from the Bounce House and all electrical cords properly insulated, grounded, and covered to prevent tripping hazards. Electrical cords running across a public street from a nearby private residence are prohibited.
11. All Bounce Houses and generators shall be placed not more than fifty (50) feet from the location of the area authorized for the event as set forth in the Facility Reservation Application. The user shall select the location no fewer than 72 hours before the event so that the distance between the Bounce House and the authorized location can be confirmed.
12. Payette City Code shall apply to all vehicles delivering or picking up Bounce Houses and motor vehicles delivering or picking up Bounces Houses at all times shall remain within authorized drive lanes only.
13. Privately owned, non-commercial Bounce Houses and other similar inflatable/apparatus, including but not limited to those that use water or have water features as part of the Bounce House/inflatable/apparatus, are prohibited in City parks and facilities.
14. Users of Bounce Houses and the Bounce House company shall be jointly and severally liable for all damages caused by their use of the Bounce House in the City's parks and or facilities. Damage to City property or turf may result in additional charges to the User and Bounce House Company.
15. Users and Bounce House company 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, 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 user and/or the Bounce House company arising out of the setup, use or operation of the Bounce House, or resulting from any violation of any federal, state, or municipal law or ordinance, the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of User and/or the Bounce House company, which occurs related to the setup, use or operation of the Bounce House.
16. Any User who fails to execute the Bounce House Users Agreement shall not use Bounce Houses at his/her event or activity. A User who is found using a Bounce House without having signed the Bounce House User's Agreement and complying with all the terms and conditions therein is subject to immediate termination of his/her event whether or not the event has commenced or is in progress and the User shall forfeit any fees or other charges paid to the Department.

As a specific term and condition of my use of a bounce house at the following activity or event:

Park or Facility: _____ **DATE OF EVENT:** _____

NAME OF BOUNCE HOUSE COMPANY: I hereby agree to follow all terms and conditions of the Bounce House and Other Similar Apparatus in City Parks policy as set forth in this Agreement.

USER: _____
(Print Name and Number)

USER'S SIGNATURE: _____ **DATE:** _____

APPROVED BY CITY _____ **DATE:** _____