Inflatable Structures – User Agreement Permit

Boise Parks and Recreation

Administration Office
1104 Royal Blvd
Boise Idaho 83706-2898
(208)608.7644• TDD/TTY 1 (800) 377-3529 •Fax: (208) 608-7648
reserve@cityofboise.org; www.cityofboise.org/parks

*"Making **Boise** the most livable city in the country."*

INFLATABLE STRUCTURES USER AGREEMENT: The City of Boise's Parks and Recreation Commission has adopted a policy governing the use of inflatable structures for events taking place in the City of Boise's (City) parks and facilities. The City desires to provide safe parks and recreational opportunities for all City residents and visitors. To achieve this goal and purpose, reasonable standards are provided that promote safety and enjoyment of the City's parks and public facilities. Please read the policy, on the second page, carefully as applies to all individuals and groups that make use of inflatable structures in City parks or facilities that are designated to permit inflatable structures.

DEFINITIONS: Inflatable structures are to be used for the sole intent of recreation purposes and include, but are not limited to bounce houses, castles, slides, jumpers, soccer bubbles, obstacle courses, sumo suits, and any other similar structures.

Inflatable structures that use or have water features are not included in the definition of an inflatable structure and are not permitted in parks and facilities.

APPROVED PARKS AND FACILITIES

As parks and facilities are developed and changed, the listing below may update. Below is a list of parks and facilities that permit inflatable structures. Please indicate which park the inflatable structure will be in:

□ Ann Morrison	□ Fairview	□ Liberty	□ Phillippi
□ Baggley	□ Fairmont	□ Manitou	□ Quarry View
□ Boise Hills	□ Florence	□ Marianne Williams	□ Redwood
□ Borah	□ Fort Boise Community Center	□ Memorial	□ Shoshone
□ Camel's Back	□ Fort Boise	□ Milwaukee	□ Skyline
□ Capitol	□ Helen B. Lowder	□ Morris Hill	□ Sunset
□ Cassia	□ Hewett	□ Mountain View	□ Sycamore
□ Castle Hills	□ Hillside	□ Kristin Armstrong Municipal	□ Terry Day
□ Catalpa	□ Hobble Creek	□ Nottingham	□ Veterans Memorial
□ Cypress	□ Ivywild	□ Owens	□ Williams
□ DeMeyer	□ Julia Davis	□ Owyhee	□ Winstead
□ Elm Grove	□ Jullion	□ Parkcenter	□ Other - requires BPR approval. _____
□ Esther Simplot Pavilion	□ Kroeger	□ Peppermint	

☐ **This permit is for drop-in use. Park services, facilities and restrooms are not guaranteed. This Permit must be visible while on park property.**

☐ **This permit is in conjunction with Facility Reservation # as written below.**

As a specific term and condition of my use of an Inflatable Structure at the following activity or event:

RESERVATION #: **EVENT DATE:** **START TIME:** **END TIME:** **# OF ATTENDEES:**

I hereby agree to follow all terms and conditions of the Inflatable Structures in City Parks policy as set forth in this Agreement.

NAME OF BOUNCE HOUSE COMPANY: _____

USER: _____ **CONTACT NO:** _____

(Print Name of User- must be the same as the user on Facility Reservation)

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

For official use only

APPROVED BY BOISE PARKS & RECREATION AUTHORIZED AGENT: **DATE:**

TERMS AND CONDITIONS:

Use of an inflatable structure ("Inflatable") in the City's parks and facilities requires the User and Vendor to agree to the following terms and conditions:

1. User shall first submit the Inflatable Structure User Agreement selecting the park location, listed in the Approved Parks and Facilities. Inflatable Structures may not be set up on any park trail, right of way, parking area, picnic shelter, or pavilion. They also must not impede other park users from using park amenities or recreation facility such as tennis courts, volleyball court, basketball court or basketball area.
2. Use of the City's parks and facilities constitutes the User's agreement to follow all rules and regulations set forth in the Park Use Policy, the Inflatable Structure Vendor Agreement, and the Inflatable Structure User Agreement.
3. Users shall follow all state, federal, and municipal laws and ordinances, including all applicable ordinances of the City of Boise.
4. Privately owned, non-commercial Inflatable Structures are not permitted in parks and at facilities. Inflatable Structures shall only be rented from a Vendor that has liability insurance on file with the City. The Vendor shall provide a certificate of insurance naming the City of Boise as additional insured and listed the City of Boise as the 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 Vendor.

   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 Vendor shall provide an appropriate additional insured endorsement from the insurance policy or policies containing the following language. "The City of Boise, and its officers, employees, agents, and volunteers are additional insured under policy number _____."
5. Inflatables shall not remain in City parks or facilities overnight and shall be set up and removed only by trained and qualified representatives of the Vendor in compliance with the manufacturer's specifications.
6. Inflatables shall be free standing and weighted. Stakes are prohibited in City parks and facilities. Inflatables shall not be tied or tethered to trees, tables or other park amenities or structures.
7. 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 operating procedures, reflecting a safe level of operation. It is the responsibility of the User to obtain a copy of the manufacturer's operating procedures, from the Vendor.
8. User shall be responsible for providing a generator for inflation of the inflatable structure. **THE CITY SHALL NOT PROVIDE ELECTRICITY FOR INFLATABLE STRUCTURE USE**. The generator shall be one rated as "quiet" (65dB or less) and shall not generate noise in excess of City standards (BCC 13-03-05 D). The generator shall be placed a safe distance from the inflatable structure 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. Additional gasoline cans shall not be stored next to the generator. All Inflatable Structures and generators shall be placed within fifty (50) feet of each other, at the park location authorized by City staff, per the Inflatable Structure Agreement.
9. Boise City Code 13-03-03 (Traffic) shall apply to all vehicles delivering or picking up Inflatable Structures and shall remain within authorized drive lanes only.
10. Users and Vendors shall be jointly and severally liable for all damages caused by their use of the Inflatable Structure in the City's parks and or facilities. Damage to City property or turf may result in additional charges to the User and Vendor.
11. Users and Vendors 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 Vendor arising out of the setup, use or operation of the Inflatable Structure, 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 Vendor, which occurs related to the setup, use or operation of the Inflatable Structure.
12. Users who fail to execute the Inflatable Structure User Agreement shall not use Inflatable Structures at their event. A User who is found using an Inflatable Structure without having signed the Inflatable Structure User Agreement is subject to immediate termination of the event whether or not the event has commenced or is in progress.