



CITY OF HUGHSON INFLATABLE AMUSEMENT DEVICE POLICY

A. PURPOSE

To ensure that the use of inflatable amusement device, e.g., bounces house, in City of Hughson 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. 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, enclosed trampolines, 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.
3. User must abide by all laws, state and federal, and all applicable ordinances in the Hughson Municipal Code.
4. An inflatable amusement device that uses water or has water features is prohibited, unless approved by the Hughson City Council.
5. A privately owned, non-commercial inflatable amusement device is prohibited.
6. An inflatable amusement device must be rented from a vendor who holds a current City of Hughson business license and valid liability insurance coverage policy as referenced in this policy.

7. 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 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.

8. 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.
9. 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.
10. 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.
11. 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 inflatable amusement device application (attached hereto) in conjunction with a current public park facility reservation application, or special event application, must be submitted to the City for consideration and approval no less than 10 business days prior to the use date; or for use of an inflatable amusement device that uses water or has water features, a current public park facility reservation application, special event application, or similar documents must be submitted to the City for consideration and approval by the City Council no less than **30 business days** prior to the use date.
2. A non-refundable administrative fee of \$25.00 must be paid at the time when an application is submitted. This fee will be subject to review and revision along with other City fees on a scheduled basis.
3. 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.
4. An inflatable amusement device must be free standing and 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.
5. 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.
6. Inflatable amusement device users must provide adequate and appropriate adult supervision so that the use is in compliance with the manufacturer's recommendations and operating procedures that provide for a safe level of operation.
7. NO vehicle is allowed in City park properties and public areas (other than common parking 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.

8. Placement of the inflatable amusement device on the sidewalk, or ADA right of ways is prohibited.
9. 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.

D. IMPLEMENTATION AND OVERSIGHT

The Community Development Director and/or designee, has responsibility for the implementation and oversight of this policy.

I hereby confirm and acknowledge that I have fully read, understand, and agree to the terms of the policy and procedures set forth in the City of Hughson Inflatable Amusement Device Policy.

Rental Applicant:

Print Name: _____ Signature: _____ Date: _____

Vendor Owner or Authorized Agent:

Print Name: _____ Signature: _____ Date: _____