

STANSBURY SERVICE AGENCY

POLICY AND AGREEMENT FOR USE OF BOUNCE HOUSES AND OTHER INFLATABLES ON SERVICE AGENCY PROPERTY

Adopted: May 13th, 2015

The Stansbury Service Agency (the "Agency") desires to promote safe parks and recreational opportunities for all Stansbury residents and users of the Agency's public property. To achieve this goal and purpose, the Agency has adopted the following policy which applies to all individuals and groups that make use of a bounce house or similar apparatus (collectively, a "Bounce House") at any Agency park or other public facility. Use of a Bounce House in, on or about the Agency's parks and other public facilities requires the User to agree to the following terms and conditions:

1. User must inform the Agency's General Manager or his/her authorized designee that User will be using a Bounce House in, on or about an Agency park or other public facility as part of an event.
2. User must select a Bounce House Company that has a current, non-delinquent business license.
3. Use of the Agency's parks and public facilities constitute the User's and the participants' agreement to abide by all rules, policies, and conditions of the Agency, and serves as an acknowledgement and understanding of all waivers and disclaimers set forth in this policy.
4. User must abide by all laws, state and federal, and all applicable ordinances and resolutions of the Agency and Tooele County, while using any of the Agency's parks and public facilities.
5. All Bounce Houses must be rented from a company that has liability insurance on file with the Agency. The Bounce House Company must provide a certificate of insurance to the Agency evidencing current and valid personal injury, commercial general liability and automobile liability insurance of not less than Three Million Dollars (\$3,000,000.00) Combined Single Limit, from a company authorized to transact the business of insurance in the State of Utah. The insurance company must have an AM Best Rating of not less than B 5. The Bounce House Company must provide an appropriate additional insured endorsement to the insurance policy or policies which contains this exact language: "The Stansbury Service Agency, and its officers, employees, agents, and volunteers are additional insureds under this policy number."

6. All Bounce Houses must be set up no sooner than sunrise and taken down no later than sunset on the same day and are not allowed to remain in, on or about Agency parks or public facilities.

7. All Bounce Houses must be set up and removed only by trained and qualified representatives of the Bounce House Company in compliance with manufacturer's specifications.

8. Bounce Houses must not be tied or tethered to trees, tables, or other amenities or structures.

9. Bounce House Users must provide adequate and appropriate adult supervision so that the use of the Bounce House by all Users and participants is in compliance with the manufacturer's recommendations and reflects a safe level of operation.

10. Bounce House Users will be responsible for providing a generator for inflation of the Bounce House. **THE AGENCY DOES NOT PROVIDE ELECTRICITY, WATER OR OTHER AMENITIES FOR THE USE OF BOUNCE HOUSES.** The generator will be one noted as "quiet" and not generate noise in excess of applicable Tooele County or State of Utah standards. All generators shall be placed a safe distance from the Bounce House, and all electrical cords shall be properly insulated, grounded, and converted to prevent tripping hazards. Electrical cords running across a public street from a nearby residence are prohibited.

11. All Bounce Houses and generators will be placed not more than 50 feet from the location of the area authorized for the event, as determined by the Agency General Manager or his/her designee. It is suggested that the User select the location several days before the event so that the distance between the Bounce House and the authorized location can be measured.

12. NO vehicle is allowed in, on or about the Agency's parks or public facilities, on the turf, or on walkways, even for loading or unloading the Bounce House.

13. Privately owned Bounce Houses and other similar inflatables are prohibited in, on or about Agency parks and public facilities.

14. Users, providers, and participants of the Bounce House are jointly and severally responsible for all damage caused by their use of the Bounce House in, on or about the Agency's parks and/or public facilities.

15. User and Bounce House Company agree to jointly and severally indemnify, protect, defend, save and hold harmless the Agency, 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 from any violation of any federal, state, or municipal law or ordinance, to the extent cause, in whole or in part, by the willful misconduct, negligent acts, or omissions of User and/or the Bounce House Company related to the setup, use, or operation of the Bounce House.

16. **THE AGENCY IS NOT RESPONSIBLE OR LIABLE FOR ANY DAMAGE TO THE BOUNCE HOUSE OR INJURY TO USERS OR PARTICIPANTS OF THE BOUNCE HOUSE OR OTHER SIMILAR INFLATABLES.**

17. User and an authorized representative of Bounce House Company must expressly agree to the foregoing terms as set forth below.

NOTICE: DO NOT USE A BOUNCE HOUSE IF YOU DO NOT AGREE TO THE TERMS IN THIS POLICY.

I agree to the terms set forth above for the use of a Bounce House in, on or about parks and other public facilities owned by the Stansbury Service Agency. I represent that I am authorized to bind the Users and participants of the Bounce House to the above-enumerated conditions.

USER:

Signature: _____

Printed Name: _____

Address: _____

Telephone Number: _____

Date: _____

Date of Use & Location: _____

BOUNCE HOUSE COMPANY:

Signature: _____

Printed Name: _____

Address: _____

Telephone Number: _____

Date: _____

