

	Department Policy	
	Inflatable Play Equipment Policy	PCS/OSAC Review Date: 10/9/2014
	Date: 11/20/2014	Approval Signature:

1. Purpose and Scope

The purpose of this policy is to identify a process for the acquisition, placement, oversight and use of inflatable play equipment in City Parks by residents for private use. This policy is not intended to directly regulate the City's use of Inflatable Play Equipment for events and programs it offers, however, the City will comply with the relevant provisions when applicable. Through the policy implementation both renters (users) and vendors will be notified and have to sign that they understand their responsibilities.

Policy does not address other prohibited equipment. The following play equipment are prohibited: Combative activities (e.g. wrestling, boxing, jousting), equipment that uses water (e.g. dunk tanks, water slides, slip-n-slides), equipment that is not self-contained (e.g. twister with no side walls), and equipment that attaches a player to another player via bungee cords. The City, in its discretion, may disallow inflatable play equipment not listed here.

2. Policy

Renters of City of American Canyon park picnic areas who wish to have a piece of inflatable play equipment must sign the Permittee Waiver. *No inflatable play equipment is allowed in city parks or facilities unless it complies with this policy. Park users who use such equipment without obtaining proper permits, pursuant to this policy, will be asked to remove the equipment.*

Only Inflatable Play Equipment Vendors that are licensed by the City of American Canyon are allowed to provide such services in City Parks. The licensing process is outlined in Section 3 of this policy. The City makes no endorsement or representations regarding the Licensed Vendors other than that they have provided evidence of insurance to the City. All rentals of equipment are at Permittee's own risk. If the equipment requires electricity for the functioning of any part of the equipment, a gasoline-operated generator must be provided by the permittee and set up/used according to manufacturer's instructions will be necessary.

A permit may be revoked at any time due to non-compliance, or if the use of the equipment is deemed unsafe. The City does not provide inspection, installation of equipment nor supervision for use

Inflatable play equipment permit must be completed (all necessary information and payment from permittee and vendor) no fewer than 7 days prior to planned use.

Inflatable Play Equipment Vendors must adhere to terms identified in this policy and complete the license process before allowed to operate in City Parks.

Renters are responsible for permit fee. The fee for issuing an Inflatable Play Equipment permit shall be \$25 for the first piece of equipment and \$10 for each subsequent piece of equipment.

Vendors are responsible for vendor license fee. The fee for issuing an Inflatable Play Equipment Vendor License shall be \$50 per calendar year, there will be no proration. Renewals will occur in January of each year. Fee may be paid and licenses obtained at the American Canyon Parks and Recreation Office.

3. Permittee Rules for Inflatable Play Equipment in Parks

- Vendors must have a City business license.
- Only licensed vendors can supply inflatable play equipment in City Parks.
- Only licensed vendors may set-up and take down inflatable play equipment.
- There is no power at any picnic shelter; permittees are responsible for coordinating generators from vendors. Generators must be placed at least twenty (20) feet from dry grass or other flammable materials. And used with required ventilation requirements.
- Inflatable play equipment are only allowed in designated areas.
- Play equipment must be free standing, yet anchored or sufficiently weighted down per manufacturer’s instructions. Stakes shall comply with manufacturer’s/insurance carrier’s recommendations. Inflatable play equipment shall not be tied or tethered to trees, tables or other park amenities.
- All inflatable play equipment users must follow rules and guidelines provided by licensed vendor and manufacturer including provisions regarding use in windy and other weather conditions. Vendors and users must be aware of wind/heat limits and not use inflatable play equipment if conditions exceed manufacturer’s recommendations.
- Permittee must supervise use of inflatable play equipment to safeguard participants, spectators and passersby. Only invited guests shall be allowed to use the inflatable play equipment. Weight limits and numbers of users must be monitored.
- Signs and barriers may only be placed in the park with written authorization from the Parks and Recreation Department. No signs or other items may be nailed or tacked to trees or other vegetation or structures.
- Vehicle access to the site is not guaranteed, vendor should be prepared to transport inflatable play equipment with hand carts. Vehicle access may only be gained by specific permission of the Parks and Recreation Department.

Inflatable Play Equipment Site Conditions

Site	Size	Location
Shenandoah Park Site A	20’x20’	Turf north of shelter
Shenandoah Park Site B	20’x20’	Ballfield turf or small turf south east of shelter
Silver Oak Park	20’x70’	Turf west of picnic area
Community Park 1	20’x70’	Turf around picnic area
Gadwall Park	20’x20’	Flat turf east of playground
Main Street Park	20’x70’	Basin bottom near shelters

Via Bellagio Park	20'x20'	Turf north of picnic area
Community Center Gym	20'x70'	Anywhere on the floor

4. Process for having Inflatable Play Equipment at a City of American Canyon Park

1. Gain a picnic area reservation with the Parks and Recreation Department using the procedures listed on the website.
 - a. Understand what sizes of equipment are allowed at each site and where the equipment is allowed.
 - b. Obtain list of licensed vendors from Parks and Recreation staff.
2. Rent Inflatable Play Equipment from a licensed vendor.
3. Provide City with proof of rented Inflatable Play Equipment from a licensed vendor showing the equipment dimensions.
4. Pay Inflatable Play Equipment permit fees.
5. Complete the Inflatable Play Equipment Use Permit Waiver form.
6. Receive permit, take with you to reservation.
7. Have a great time!

Attachments:

1. Inflatable Play Equipment Vendor Agreement
2. Inflatable Play Equipment Permit Waiver



Inflatable Play Equipment Use Permit Waiver

I, _____, assume all risk and responsibility associated
Permittee Name
 with the inflatable play equipment at _____ on _____.
Location Date

- Initial _____ Only vendors licensed by the City of American Canyon can supply inflatable play equipment in City Parks.
- Initial _____ Only licensed vendors may set-up and take down inflatable play equipment.
- Initial _____ There is no power at any picnic shelter. Permittees are responsible for coordinating generators from vendors. Generators must be placed at least twenty (20) feet from dry grass or other flammable materials and maintain ventilation.
- Initial _____ Inflatable play equipment is only allowed in designated areas.
- Initial _____ Play equipment must be free standing, yet anchored or sufficiently weighted down per manufacturer's requirements. Stakes shall comply with manufacturer's/insurance carrier's recommendations. Inflatable play equipment shall not be tied or tethered to trees, tables or other park amenities.
- Initial _____ All inflatable play equipment users must follow rules and guidelines provided by licensed vendor and manufacturer including provisions regarding use in windy and other weather conditions. Vendors and users must be aware of wind/heat limits and not use inflatable play equipment if conditions exceed manufacturer's recommendations.
- Initial _____ Permittee must supervise use of inflatable play equipment to safeguard participants, spectators and passersby.
- Initial _____ Only invited guest shall be allowed to use the inflatable play equipment. Weight limits and # of users will be maintained as required by manufacturer.
- Initial _____ Signs and barriers may only be placed in the park with written authorization from the Parks and Recreation Department. No signs or other items may be nailed or tacked to trees or other vegetation or structures.
- Initial _____ Vehicle access to the site is not guaranteed, vendor shall be prepared to transport inflatable play equipment with hand carts.
- Initial _____ I hereby agree to indemnify and hold harmless the City of American Canyon, its employees and officers for any loss, liability, damage, cost or expense that may occur.
- Initial _____ Equipment must be fully uninstalled and removed from the site at the end of the use period. No equipment may remain on site over night or outside park hours.

Printed Name: _____ Date: _____

Signature: _____



License Agreement for Providers of Inflatable Play Equipment

As Provider ("Vendor") of inflatable play equipment to users of City of American Canyon ("City") Vendor agrees to the following:

1. Vendor shall become familiar with the parks and park sites where inflatable play equipment is permitted, the type and size of equipment allowed in each site, the restrictions on types of play equipment, and shall inform customers of such restrictions.
2. Vendor shall adhere to the City's requirements for type and size for each site.
3. Vendor shall inform customers that they need to reserve a City picnic site that allows inflatable play equipment use and that they must obtain an Inflatable Play Equipment Use Permit by the City Parks and Recreation Department at (707) 648-7275.
4. Vendor shall provide generators that are quiet rated at 68dB or less (generators should be CARB approved), that are equipped with spark arrestors for sites without electricity and ensure that generators are placed at least twenty (20) feet from any dry grass or other flammable materials. At no time will generators be used in enclosed space.
5. Vendor shall follow manufacturer's guidelines for safe setup, take down, and use of equipment and inform customers of manufacturer's safe use guidelines including provisions regarding use in windy and other weather conditions. Vendors and users must be aware of wind/heat limits and not use inflatable play equipment if conditions exceed manufacturer's recommendations.
6. Vendor asserts that all utilized equipment is in good operating condition and undergoes periodic documented inspections.
7. Vendor shall provide entire setup and take down of any rented equipment. Customers must not be requested or permitted to participate in the setup or take down of equipment.
8. Vendor shall provide only play equipment that is free standing, yet anchored to ground or weighted. If anchored with stakes, they shall comply with manufacturer's/insurance carrier's recommendations. Equipment may not be tied or tethered to trees, tables or other park amenities.

9. Vendor shall abide by all rules and regulations governing use of the City Parks.
10. Vendor shall treat customers, other park users and park staff courteously and respectfully.
11. Vehicle access to the site is not guaranteed and vendor should be prepared to use handcarts or other means of hauling equipment to the site.
12. Vendor shall remove all equipment on the day of rental. No equipment shall be left in the park overnight.
13. Vendor shall be responsible for any and all damage caused by setup, take down, and use of its equipment. Damage to parks infrastructure may be grounds for revocation of license.
14. The City shall not be responsible for any damage to Vendor's property and equipment no matter the cause.
15. In consideration of City's permission to utilize City property and facilities, Vendor agrees to defend, indemnify and hold harmless, City, its officers, employees and agents from any and all liabilities, claims, expenses (including attorney's fees) demands, suits or costs of whatever nature for injuries to, or illness or death of any person(s) or for loss or damage to property (including City property) arising out or caused by the presence of, use, delivery, set-up, and removal of Vendor's equipment in City's parks and facilities.

Vendor shall provide City with evidence of General Liability Insurance coverage in an amount not less than one million dollars (\$1,000,000) for bodily injury and property damage each occurrence. Evidence of Automobile Liability Insurance for vehicles used in connection with this Agreement in an amount not less than (\$1,000,000) must also be provided.

The following two conditions are required and must be included in the Certificate of Insurance for the General Liability and Automobile Liability insurance policies:

a. List as Certificate Holder:

City of American Canyon, Attn: Parks and Recreation Director
100 Benton Way
American Canyon, CA 94503

b. Additional Insured Endorsement which contains the following language:

"The City of American Canyon, its officers, employees, and agents are named as an additional insured with respect to liability arising out of inflatable play equipment rental by park users, to be used in the parks. This insurance shall be primary and a waiver of subrogation shall apply."

17. It is Vendor's responsibility to maintain insurance requirements throughout the policy term, as well as provide proof of current liability insurance coverage at each renewal. A lapse in

coverage, failure to provide a current certificate, or insufficient policy limits, are grounds for removal from the licensed vendor list.

16. Vendor further agrees that Inflatable Play Equipment Vendor License is conditional upon adhering to the terms and conditions of this Agreement and may be revoked by the City at any time if any of these conditions are not met.

I have read the Inflatable Play Equipment Vendor Agreement and understand that this Agreement is legally binding upon me upon approval by the City of American Canyon of my status as a Licensed Vendor. I represent that I am authorized to enter into this Agreement on behalf of my company and myself. I request that our company be issued a license for the rental of inflatable play equipment to customers of City of American Canyon.

Representative's Name

Representative's Signature & Title

Date: _____

Company Name: _____

Phone: _____

Address: _____

E-mail : _____

City/State/Zip: _____

Company Web Site Address: _____

City of American Canyon Business License #: _____

Return this form to:

City of American Canyon
Parks and Recreation Department
100 Benton Way
American Canyon, CA 94503
or
FAX to (707) 647-4571
For questions, please call (707) 648-7275

<u>For Office Use Only</u>	
Request Received	_____ (date)
Cert. of Ins. Received	_____ (date)
License Issued by:	
Name:	_____
Issue Date:	_____ (date)
Confirmation Sent:	_____ (date)