



CITY OF GERING, NEBRASKA
BOUNCE HOUSE USERS AGREEMENT

NO WATER SLIDES ARE ALLOWED ON ANY GRASS SURFACE

The City of Gering has adopted a policy governing the use of "bounce houses" for events taking place in the City of Gering 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 to the Bounce House and Other Similar Apparatus in City Parks 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 Special Event Permit and applicable fees for the use of a City park or facility no less than 30 days prior to use or the event.
2. User shall inform the City at the time he/she submits a Special Event Permit 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 in Special Event Permit and in a separately executed Bounce House User's Agreement.
5. Users shall follow all state and federal and local laws and ordinances, including all applicable ordinance of the City of Gering.
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 from an insurance company evidencing current and valid commercial general liability insurance insuring Bounce Houses and their use 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 Nebraska. 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 to the insurance policy or policies containing the following language, "The City of Gering, 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. In the event that stakes are required to secure the Bounce House to the ground the City requires no less than three days notice prior to the event for City Staff to approve and flag the location for staking. Bounce Houses must be securely anchored at all times. Tying or tethering Bounce Houses to trees, tables or other park amenities or structures is strictly prohibited.
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 and ensure that Users have access to the appropriate 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 Special Events Permit.
10. Where available City electricity can be used to inflate Bounce Houses. Where electricity is not available Bounce House Users shall be responsible for providing 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. Additional gasoline cans shall not be stored next to the generator.
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 Special Events Permit. 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. Gering's City Code shall apply to all vehicles delivering or picking up Bounce Houses and motor vehicles delivering or picking up Bounce Houses. Said vehicles at all times shall remain on a City street only; motor vehicles are prohibited in or on City parks.



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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 which shall be remedied by Users and/or Bounce House Company.

15. 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.

16. Any User who fails to execute the Bounce House Users Agreement shall not use Bounce Houses at their 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 City of Gering.

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

RESERVATION NO:

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 Park's policy as set forth in this Agreement.

USER _____

(Print Name of User- must be the same as the user on Special Event Permit)

USER'S SIGNATURE:

DATE

APPROVED BY CITY OF GERING PARKS & RECREATION AUTHORIZED AGENT: DATE:

CITY OF GERING

PERMIT FOR SPECIAL EVENTS

This request form shall be used by organizations or individuals desiring to use facilities of the City of Gering, Nebraska, a Municipal Corporation (hereinafter called "City"). By making this request for use, the person or organization agrees to abide by applicable city ordinances or state statutes, and also to procure liability insurance as specified below. The requesting person or entity also agrees to abide by specific conditions to a granting of the use requested as may be set by the City Council.

A. Name of Person or Organization: _____

B. Purpose and Name of Event: _____

C. City Property, Public Area or Facility to be used: (Attach Map) _____

D. Date and Time of Use: _____

E. Contact Person(s) Name, Address and Phone Number(s). _____

F. Do you or your organizations want exclusive rights to issue vending permits in the designated area of your special event? _____ Yes _____ No

G. Authority of Person Signing Below to Make Request: (Name & Title) _____

H. **Actual Proof of Insurance** naming City as an additional insured on general liability policy effective on the requested use date(s) covering any acts of negligence on the part of person or organization or by any of his/her or its agents, officers, servants, employees, or by persons on City property because of City property use request in the amount of \$500,000.00 in bodily injury liability and \$500,000.00 in property damage liability or a combined limit of \$1,000,000.00 is attached hereto. The general liability policy shall also be endorsed to read that it shall be primary over all other policies the City has in force at the time of the loss.

_____ Yes _____ No

- If not attached, please provide the reason for failure to do so: _____

I. Use of Alcoholic Beverages. Person or organization has requested appropriate license from the Nebraska Liquor Commission.

_____ Yes _____ No

J. By making this request, the person or organization making the request hereby agrees to perform a general clean up of the area used, including the picking up of all litter, trash, and loose debris.

K. Law Enforcement, Fire Protection or Utility Needs: _____

L. Other Needs or Considerations: _____

Signed

Dated



City of Gering Special Event Checklist

Name of Event: _____

Date of Event: _____ Event contact & phone number _____

Please check off all City services that will be needed for your event and provide additional details and/or a map if necessary.

Police Department

- ☐ Traffic control (name all locations/intersections where traffic control will be needed. Use an additional page and map if necessary). _____

- ☐ Safety or public education (describe below)

Street Department

- ☐ Barricades and/or cones needed (state specifically where and when) _____

(attach a map if necessary)

- ☐ Washing off streets
☐ Street Sweeper
☐ Message Boards (for public safety/direction only)
☐ No Parking signs (state locations) _____

Parks Department

- ☐ Picnic tables Number needed _____
Where exactly and by when are they needed: _____

- ☐ Water Shut-off needed
☐ Sprinkler locates needed (for bounce house, tents, etc.)
☐ Water check at a park
☐ Electricity check at a park
☐ 90 gallon trash cans Number needed _____
Location _____

- ☐ Hose and quick coupler attachment needed
☐ Flags or cones needed. Location(s): _____

Electric Department

- ☐ Power needed
___ 120 How many outlets _____

Location where power is needed: _____

Note: The City will not provide commercial power cords for events.

Fire Department

- ☐ Fire Safety (please describe exactly what is needed such as walk-through inspections, etc.)

- ☐ Personnel needed for standby at fireworks event
☐ Personnel on standby for other purposes (please describe) _____

- ☐ Personnel for public education with fire truck
☐ Other (assisting with launching balloons, etc.)

Sanitation Department

- ☐ 90-gallon cart garbage receptacles
Number needed _____
Location: _____

- ☐ 3-yard garbage containers
Number needed _____
Location: _____

- ☐ Recycling containers Number needed _____
Location: _____

Water Department

- ☐ Water needed (describe specifically where water will be needed). _____

ORDINANCE NO. 1990

AN ORDINANCE PROVIDING FOR THE USE OF BOUNCE HOUSES AND OTHER SIMILAR APPARATUS OR AMUSEMENT DEVICE IN GERING CITY PARKS AND ON OTHER CITY PROPERTY OR FACILITIES AND FOR PUBLICATION AND AN EFFECTIVE DATE HEREOF.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GERING, NEBRASKA, THAT:

THE CITY CODE BE AND IS HERBY ENACTED TO READ AS FOLLOWS:

Section 1.

The City of Gering, Nebraska, a Municipal Corporation requires that "bounce houses" or other similar apparatus are prohibited in City parks or on other City property or facilities, unless certain conditions are met.

Section 2.

The purpose of this ordinance is to establish a policy for the use of "bounce houses" and other similar apparatus in Gering parks and facilities. The City of Gering (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 reasonable standards that promote safety and reasonable enjoyment of the City's parks and public facilities. The following policy applies to all individuals and groups that make use of a "bounce house" or similar apparatus in any City park or facility.

Section 3.

Terms and Conditions:

- a. User shall first submit a Special Event Permit and applicable fees for the use of a City park or facility no less than 30 days prior to use or the event.
- b. User shall inform the City at the time he/she submits a Special Event Permit that he/she intends to use a Bounce House as part of the event.
- c. 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 the Special Event Permit and in a separately executed Bounce House User's Agreement.
- d. User shall follow all state and federal, and local laws and ordinances, including all applicable ordinances of the City of Gering.
- e. Bounce houses shall be rented from a company that has liability insurance on file with the City providing insurance coverage for Bounce Houses and their use. The Bounce House Company shall provide a certificate of insurance from an insurance company naming the City of Gering as additional insured and listed as certificate holder with the following minimum limits:

Commercial General Liability per Occurrence/Aggregate

\$1,000,000.00

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 Gering, and its officers, employees, agents, and volunteers are additional insureds under policy number _____."

- f. Bounce Houses shall not remain in the 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.
- g. Bounce Houses shall be free standing and weighted. In the event that stakes are required to secure the Bounce House to the ground the City requires no less than three days notice prior to the event for City Staff to approve and flag the location for staking. Bounce Houses must be securely anchored at all times. Tying or tethering Bounce Houses to trees, tables or other park amenities or structures is strictly prohibited.
- h. 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 and ensure that Users have access to the appropriate 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 Special Events Permit. Users are required to execute a Bounce House Users Agreement.
- i. Where available City electricity can be used to inflate Bounce Houses. Where electricity is not available Bounce House Users shall be responsible for providing 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. Additional gasoline cans shall not be stored next to the generator.
- j. All Bounce Houses and generators shall be placed not more than fifty (50) feet from the location of the area authorized for the vent 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.
- k. Privately owned, noncommercial 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 the City parks and facilities.
- l. 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 which shall be remediated by Users and/or Bounce House Company.
- m. 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 person, 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.
- n. 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 the progress and the User shall forfeit any fees or other charges paid to the City.

Section 4.

The party wishing to schedule a bounce house or amusement device on City property shall pay fees required and as determined by City Staff once the Special Event permit is approved.

Section 5.

That all ordinances and resolution or parts of ordinances and resolutions in conflict herewith are hereby repealed.

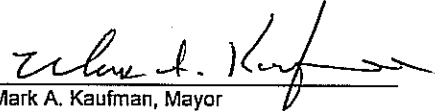
Section 6.

It in the intention of the City Council, and it is hereby ordained, that the provisions of this Ordinance shall become and be made part of the Code of the City of Gering, Nebraska, and the sections of this Ordinance may be renumbered to accomplish such intention.


Section 7.

This Ordinance shall be in full force and effect from and after its passage, approval and publication according to law and shall be published in pamphlet form by authority of the City Council.

PASSED AND APPROVED THIS 13th DAY OF April, 2015.


Mark A. Kaufman, Mayor

ATTEST:


Kathy Weiff, City Clerk

