



PARKS, AFTER SCHOOL, RECREATION AND COMMUNITY SERVICES DEPARTMENT

### Rules and Regulations for Bounce Houses at City of Fresno Parks

- 1. You will need a \$20 Bounce House permit which you may acquire from the Ted C. Wills Community Center Administration Office. Please call 559-621-6720.
- 2. Bounce House permits are issued 1 week to 6 months in advance. NO EXCEPTIONS.
- 3. Only Bounce House Vendors whose insurance has already been approved by Risk Management are listed below:

1. Bouncin Bins	888-858-9258
2. California Jumping of Fresno	559-307-8464
3. Fresno Fun Jump	559-472-9375
4. All Around Bounce House Co.	559-312-5945
5. Bounce N Play	559-696-8139

- 4. **No water type bounce houses or bounce houses too large to be hand carted into the park are allowed.**
- 5. You must rent a generator with your bounce house. We do not provide electricity.
- 6. All generators must be placed on a plywood surface.
- 7. Mark off generator with tape or cones with a sign indication "Caution-Hot".
- 8. **NO DRIVING ON THE GRASS TO DELIVER BOUNCE HOUSES.**

### Bounce House Permit Application

Applicant Name: \_\_\_\_\_ Date Applied: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Cell: \_\_\_\_\_

Name of Neighborhood Park: \_\_\_\_\_ Date of Event: \_\_\_\_\_

Time of Request:

Arrival Time: \_\_\_\_\_ a.m. / p.m. Departure Time: \_\_\_\_\_ a.m. / p.m. Total Hours: \_\_\_\_\_

Type of Event: \_\_\_\_\_

# of Participants Expected: \_\_\_\_\_

Bounce House Vendor: \_\_\_\_\_

Applicants Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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#### Office Use Only

Is Date available: \_\_\_\_\_ Staff's Initials: \_\_\_\_\_ Paid: MO#/Cash/Debit/Credit  
Reservation Confirmed with Vendor Date & Time: \_\_\_\_\_

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

In consideration for permitting the business owner ("OWNER") to rent, supply and place a bounce house on the City of Fresno's ("CITY") grounds and/or facilities and to the furthest extent allowed by law, OWNER does hereby agree to indemnify, hold harmless and defend the CITY and each of its officers, officials, employees, agents and authorized volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, OWNER, PERMITTEE (Renter) or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the operation and use of the bounce house. OWNER'S obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or authorized volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of CITY or any of its officers, officials, employees, agents or authorized volunteers.

Throughout the life of this Agreement, OWNER shall pay for and maintain in full force and effect all insurance as required in Exhibit A, which is incorporated into and part of this Agreement, or as may be authorized or required in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion.

OWNER shall conduct all defenses at his/her/its sole cost. The fact that insurance is obtained by OWNER shall not be deemed to release or diminish the liability of OWNER, including, without limitation, liability assumed under this Agreement. The duty to indemnify shall apply to all claims regardless of whether any insurance policies are applicable. The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of OWNER. The policy limits do not act as a limitation upon the amount of defense and/or indemnification to be provided by OWNER. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of OWNER, its officials, officers, employees, agents, volunteers or invitees.

CITY shall be reimbursed for all costs and attorney's fees incurred by CITY in enforcing this Agreement.

This Indemnification and Hold Harmless Agreement shall survive the rental, supplying and placement of the bounce house on the CITY'S grounds and/or facilities.

**The undersigned acknowledges that he/she (i) has read and fully understands the content of this Indemnification and Hold Harmless Agreement; (ii) is aware that this is a contract between the CITY and OWNER; (iii) has had the opportunity to consult with his/her attorney, in his/her discretion; (iv) is fully aware of the legal consequences of signing this document; and (v) is the OWNER or his/her/its authorized signatory.**

Signed, sealed and delivered this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Permitee

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Telephone Number