

**STRUCTURES USER AGREEMENT:** The City of Billings Parks and Recreation Department has implemented a policy governing the use of inflatable structures for events taking place in the City of Billings parks and facilities. The City desires to provide safe parks and recreational opportunities for all City residents and visitors. To achieve this goal and purpose, reasonable standards are provided that promote safety and enjoyment of the City's parks and public facilities. Please read the Terms and Conditions on the second page, carefully as they apply to all individuals and groups that plan to make use of inflatable structures in designated parks or facilities approved to allow for inflatable structures.

**DEFINITIONS:** Inflatable structures are to be used for the sole intent of recreation purposes and include, but are not limited to bounce houses, castles, slides, jumpers, soccer bubbles, obstacle courses, sumo suits, and any other similar structures.

*NOTE: Inflatable structures that use or have water features are not included in the definition of an inflatable structure and are not permitted in parks and facilities.*

**APPROVED PARKS AND FACILITIES:**

As parks and facilities are developed and changed, the listing below may update. Below is a list of parks and facilities that permit inflatable structures. Please indicate which park the inflatable structure will be in:

- Amend Park
- Central Park
- North Park
- Pioneer Park
- Rose Park
- South Park
- Stewart Park
- Veterans Park
- \_\_\_\_\_ (A park that is not mentioned above)

This permit will be issued only in conjunction with a Park Use Permit and/or a Rental Agreement.

Privately owned, non-commercial Inflatable Structures are not permitted in City of Billings parks and facilities. Inflatable Structures shall only be rented from a Vendor that has liability insurance on file with the City.

Name of Event: \_\_\_\_\_ Date of Event: \_\_\_\_\_

Renters Name: \_\_\_\_\_ Renters Phone #: \_\_\_\_\_

Company Name: \_\_\_\_\_

Owner/Manager of Company: \_\_\_\_\_

Owner/Managers Phone #: \_\_\_\_\_

Approved by Parks and Recreation: \_\_\_\_\_ Date: \_\_\_\_\_

## TERMS AND CONDITIONS:

Use of an inflatable structure ("Inflatable") in the City's parks and facilities requires the User and Vendor to agree to the following terms and conditions:

1. User shall submit the Inflatable Structure User Agreement selecting the park location, listed in the Approved Parks and Facilities.
2. User shall agree to indemnify, protect, defend, save and hold harmless the City of Billings, 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 Vendor arising out of the setup, use or operation of the Inflatable Structure, 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 Vendor, which occurs related to the setup, use or operation of the Inflatable Structure. The User further agrees to waive all claims against the City on account of any loss, damage or injury from whatever cause which may occur to it and its property in the use and occupancy of said described premises, the giving of this waiver being one of the considerations upon which this Agreement is granted.
3. Inflatable Structures may not be set up on any park trail, right of way, or parking lot areas.
4. Use of the City's parks and facilities constitutes the User's agreement to follow all rules and regulations set forth in the Special Use Permit, the Inflatable Structure Vendor Agreement, and the Inflatable Structure User Agreement.
5. Users and selected Vendor shall follow all applicable ordinances of the City of Billings.
6. Privately owned, non-commercial Inflatable Structures are not permitted in parks and at facilities. Inflatable
7. Structures shall only be rented from a Vendor that has liability insurance on file with the City of Billings Parks and Recreation Dept.
8. Inflatables shall not remain in City parks or facilities overnight and shall be set up and removed only by Vendor or representatives of the Vendor in compliance with the manufacturer's specifications.
9. Inflatables that require stakes can only be used and installed with the guidance and supervision of the Park Superintendent or Park Supervisor. Inflatables shall not be tied or tethered to trees, tables or other park amenities or structures. For safety, if the Inflatable manufacture recommends that the unit be staked, then the Park Superintendent or Park Supervisor must be present in the setting up of the inflatable in the City of Billings parks.
10. Users agrees to assist Vendor in providing adequate and appropriate adult supervision at all times to assure that the use is in compliance with the manufacturer's recommendations and operating procedures, reflecting a safe level of operation.
11. User understands that the Vendor shall be responsible for providing a generator for inflation of the inflatable structure. THE CITY SHALL NOT PROVIDE ELECTRICITY FOR INFLATABLE STRUCTURE USE. The generator shall be one rated as "quiet" (65dB or less) and shall not generate noise in excess of City Noise Ordinance. The generator shall be placed a safe distance from the inflatable structure 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. All Inflatable Structures and generators shall be placed within fifty (50) feet of each other, at the park location authorized by City staff, per the Inflatable Structure Agreement.
12. Users and Vendor shall be jointly and severally liable for all damages caused by their use of the Inflatable structure in the City's parks and or facilities. Damage to City property or turf will result in additional charges to the User.
13. Users who fail to execute the Inflatable Structure User Agreement shall not use Inflatable Structures at their event. A User who is found using an Inflatable Structure without having signed the Inflatable Structure User Agreement is subject to immediate termination of the event whether or not the event has commenced or is in progress.

I have read and understand all terms and conditions of this agreement. I agree to all terms and requirements stated throughout this contract.

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User

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Date

How to submit this request:

- Mail in completed form to main office
- Bring completed hard copy to the main office
- Email completed form to [parkinfo@billingsmt.gov](mailto:parkinfo@billingsmt.gov)