



APPROVED PROVIDER AGREEMENT FOR PROVIDERS OF INFLATABLE PLAY EQUIPMENT

As an Approved Provider ("Vendor") of inflatable play equipment to users of East Bay Regional Park District ("Park District"), Vendor agrees to the following:

1. Vendor shall become familiar with the parks and park sites where inflatable play equipment is permitted, the level 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 Park District's requirements for equipment level and type for each site.
3. Vendor shall inform customers that they need to reserve a Park District picnic site that allows inflatable play equipment use and that they must obtain an Inflatable Play Equipment Use Permit by calling 888-EBPARKS, option 2
4. Vendor shall provide generators that are **quiet rated at 68dB or less**, that are equipped with spark arrestors for sites without electricity and ensure that generators are placed at least ten (10) feet from any dry grass or other flammable materials. For rental sites at Quarry Lakes or Kennedy Grove electricity is available and no generators shall be used.
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.
6. 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.
7. Vendor shall provide only play equipment that is free standing and weighted. Stakes are not allowed in the parks and equipment may not be tied or tethered to trees, tables or other park amenities.
8. Vendor shall abide by all rules and regulations governing use of the East Bay Regional Parks.
9. Vendor shall treat customers, other park users and park staff courteously and respectfully.
10. Vendor shall arrange vehicle access to unload and pick up equipment in advance with the Park Supervisor. 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.
11. Vendor shall remove all equipment on the day of rental. No equipment shall be left in the park overnight.
12. Vendor shall be responsible for any and all damage caused by setup, take down, and use of its equipment.
13. District shall not be responsible for any damage to Vendor's property and equipment no matter the cause.
14. In consideration of Park District's permission to utilize Park District's property and facilities, Vendor agrees to defend, indemnify and hold harmless, Park District, 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 Park District property) arising out or caused by the presence of, use, delivery, set-up, and removal of Vendor's equipment in Park District's parks and facilities.

15. Vendor shall provide Park District with evidence of General Liability Insurance coverage in an amount not less than one million dollars (\$1,000,000) combined single limit bodily injury and property damage for each occurrence, Automobile Liability Insurance for vehicles used in connection with this Agreement in an amount not less than (\$1,000,000). The following two items 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:
East Bay Regional Park District, Attn: Reservations Supervisor
P.O Box 5381
Oakland, CA 94605-0381
- b. Additional Insured Endorsement which contains the following language:
"The East Bay Regional Park District, its officers, employees, and agents are named as an additional insured with respect to liability arising out of play equipment rental by park users, to be used in the parks. This insurance shall be primary to the Park District's insurance."
- c. **Quarry Lakes Insurance:** Events at Quarry Lakes Regional Park must also name "Alameda County Water District" as additional insured. Certificate holder address is: ACWD 43885 South Grimmer Boulevard, Fremont, California, 94538. Email a copy to water.supply@acwd.com at the same time you send the Certificate of Insurance (COI) to the District.

16. Vendor further agrees that Approved Provider status is conditional upon adhering to the terms and conditions of this Agreement and may be revoked by the Park District at any time if any of these conditions are not met.

I have read the Approved Provider Agreement and understand that this Agreement is legally binding upon me upon approval by the Park District of my status as an Approved Provider. I represent that I am authorized to enter into this Agreement on behalf of my company and myself. I request that our company be given Approved Provider status for the rental of inflatable play equipment to customers of East Bay Regional Park District.

<input type="text"/>	<input type="text"/>
Representative's Name	Representative's Signature & Title
<input type="text"/>	<input type="text"/>
Date	Company Name
<input type="text"/>	<input type="text"/>
Phone	Address
<input type="text"/>	<input type="text"/>
E-mail	City/State/Zip
<input type="text"/>	
Company Web Site Address	

Return this form to: Reservations Supervisor, Reservations Department, P.O. Box 5381, Oakland, CA 94605-0381 or FAX to (510) 639-4757. For questions, please call (510) 544-2540.

For office use only

Request received _____ (date) Certificate of Ins received _____ (date)

Approved by _____ on _____ (name) (date)

Confirmation letter sent on _____

COVID-19/CORONAVIRUS LIABILITY WAIVER, RELEASE, AND INDEMNITY AGREEMENT

In consideration of receiving a Permit, I on behalf of myself and the sponsoring agency, agree to indemnify, hold harmless, defend and protect EBRPD, its officers, directors, agents, and employees (collectively "Indemnitees") from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses (including attorneys' fees), penalties, judgments, or obligations whatsoever for or in connection with illness or injury (including death) or damage to any person or the loss or damage of property to whomsoever belonging or pecuniary or monetary loss resulting from, arising out of, or in any way related to the event activities, including without limitation possible exposure of staff, volunteers, participants, and/or spectators to COVID-19 or other illnesses, excepting only such claims arising from the sole negligence or willful misconduct of EBRPD.

I hereby acknowledge that the novel coronavirus, COVID-19, is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. I acknowledge and agree that the East Bay Regional Park District is issuing permits to operate on Park District lands in compliance with the applicable Federal, State, County and local health orders, and that it is my responsibility to ensure compliance with all applicable orders. Further, I acknowledge and understand that the East Bay Regional Park District does not and cannot guarantee that I, staff, volunteers, participants, and/or spectators will not become infected with COVID-19 while participating in the permitted activities.

By signing below, I hereby release, covenant not to sue, discharge, and hold harmless the East Bay Regional Park District, its Board of Directors, officers, employees, agents, defend and representatives from any claims, including all liabilities, actions, damages, costs or expenses of any kind arising out of or relating to the permitted activities including but not limited to any illness, death, and loss of any kind by staff, volunteers, participants, and/or spectators related to COVID-19. I understand and agree that this waiver, release and assumption of risk includes any claims based on the actions, omissions, or negligence of East Bay Regional Park District, its Board of Directors, officers, employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any activity.

Applicant Printed Name: _____

Applicant Signature: _____ Date: _____