

**ADDENDUM A**  
**Moon Bounce and Inflatable Object Request Policy**

**Purpose:**

The following policy is adopted by the Borough of Emmaus Council to provide regulations and procedures for moon bounces and other similar inflatable objects in Borough of Emmaus-owned parks and property. The purpose of this policy is to provide an equitable and consistent process in authorizing the Borough Manager and / or his / her designee to handle the above requests.

**Scope:**

This policy applies to all parties who desire to have moon bounces and other similar inflatable objects in Borough of Emmaus parks and Emmaus Borough-owned property. The policy enacts regulations and procedures for such requests as well as procedures in handling violations of the policy.

This policy shall not repeal or amend any relevant provisions of any ordinance that may be in conflict with this policy.

**Policy Statement:**

It is the policy of the Borough of Emmaus that all requests for moon bounces and other similar inflatable objects in Borough-owned parks and property shall be made in writing to Emmaus Borough Hall. The Borough Manager and / or his / her designee shall be authorized to approve or reject any and all requests based on the procedures outlined below.

It is the policy of the Borough of Emmaus that any person who desires to appeal a decision made by the Emmaus Borough Manager and / or his / her designee may do so in writing as per the procedure outlined below.

**Procedures:**

The Borough Manager and / or his / her designee shall be authorized to determine approval of all Moon Bounce and Inflatable Object requests. All requests shall be made in writing. No request shall be considered unless all insurance documentation, as outlined in Addendum A, is included in the request.

Authorization of a Moon Bounce shall be determined by location which shall be approved at the sole discretion of The Borough Manager and / or his / her designee and submission of the proper insurance documents and language as set forth in Addendum A attached hereto, as previously determined by the Borough Solicitor.

Council, Public Works, and Park Police shall be notified the week prior to any event that includes a Moon Bounce or similar inflatable object.

It shall be the sole responsibility and liability of the operator of the Moon Bounce / Inflatable Object, to ensure the safety of all participants and surrounding guests and parties and that the Moon Bounce / Inflatable Object is secure and safe to operate. The Borough of Emmaus shall not be responsible for any inspection or assurance that the Moon Bounce / Inflatable Object is operating safely.

Any persons operating a moon bounce or other inflatable objects who violate all or any of the provisions of this policy or who has not obtained authorization from the Borough of Emmaus to operate a Moon Bounce / Inflatable Object in Borough-owned parks or property shall immediately be required to terminate the operation at the direction of the Emmaus Police Department.

Any person who desires to appeal the decision made by the Borough Manager and / or his / her designee shall do so in writing to the Emmaus Parks and Recreation Committee. The individual shall be summoned to attend the next regular meeting of the committee. The individual shall be given the opportunity to plead their case with the committee. The committee shall make the final decision of the appeal. Failure to attend the committee meeting may result in automatic rejection of the request.

## **Moon Bounce Insurance Requirements:**

### **INSURANCE REQUIREMENTS**

Conformed copies of original insurance policies (not Certifications of Insurance) acceptable to the Borough of Emmaus (Borough) shall be filed with the Borough prior to commencement of the work. These policies shall contain an endorsement that specifically provides that coverages afforded under the policies will not be reduced, canceled or allowed to expire until at least sixty (60) days prior written notice have been given to the Borough. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional policy evidencing continuation of such coverage shall be submitted with the final Application for Payment. The insurance requirements must remain in effect for the life of the contract and there shall be no lapse in coverage.

### **INDEMNITY AND INSURANCE**

- A. The contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and evidence of such insurance has been submitted and approved by the Borough, nor shall the Contractor allow any Subcontractor to commence work on a subcontract until evidence of similar insurance covering the Subcontractor has been so provided and approved.
- B. Insurance shall be issued by companies legally authorized to conduct business in the Commonwealth. Contractor shall deliver to the Borough, along with the executed contract documents, the required conformed copies of the insurance policies within ten (10) days after Notice of Award.
- C. Each Contractor shall require each of his Subcontractors to procure and to maintain during the life of their sub-contract, Subcontractor's Public Liability and Property Damage Insurance including the coverages specified and in the amount indicated below.

**COMPREHESIVE PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

- A. Each Contractor shall take out and maintain during the life of the contract, Comprehensive General Liability and Property Damage Insurance (including defense fees) in the policy form used by members of the National Bureau of Casualty Underwriters or the Mutual Insurance Rating Bureau.
- B. Comprehensive General Liability and Property Damage Insurance shall be issued naming the Borough as an additional insured and shall indemnify all claims arising from:
  - 1. Premises – Operations Liability
  - 2. Authority's Protective Liability (Independent Contractors) Owners and Contractors Protective Liability (OPC)
  - 3. Contractual Liability
  - 4. Products and Completed Operations
- C. The amounts of such insurance shall be as follows:

- 1. General Liability

	EACH OCCURRENCE	AGGREGATE
Bodily Injury	\$1,000,000.00	\$5,000,000.00
Property Damage	\$1,000,000.00	\$5,000,000.00
Bodily Injury and Property	\$1,000,000.00	\$5,000,000.00 (Single limit)

Damaged Combined		
Personal Injury		\$5,000,000.00

2. Automobile Liability

	EACH OCCURRENCE
Bodily Injury	
Per Accident	\$1,000,000.00
Per Person	\$1,000,000.00
Property Damage	\$1,000,000.00
Bodily Injury and Property Damage Combined	\$1,500,000.00

3. Excess Liability

	EACH OCCURRENCE	AGGREGATE
Bodily Injury and Property Damage Combined	\$2,000,000.00	\$2,000,000.00

4. Workers' Compensation

a. Statutory

b. Employers' Liability

	EACH OCCURRENCE
Each Accident	\$100,000.00
Disease – Policy Limit	\$1,000,000.00
Disease – Each Employee	\$1,000,000.00

5. Additional Insured

The certificates must list the Borough of Emmaus along with any agents, workmen, employees, elected officials and/or representatives of the Borough as additional insured(s) under said policy for any claims arising in whole or in part from contractor's (or subcontractor's) work. The additional insured provision must state:

“This insurance is primary over any other applicable insurance issued to the Borough.”

Bid Security – 10% of the Bid Price

Performance Bond – 100% of the Contract Price

Payment Bond – 100% of the Contract Price