

**CITY OF LEWISVILLE**

**INFLATABLES PERMIT PROGRAM**



## PARKS AND RECREATION

Part of what makes Lewisville special is its abundance of parks and a wide range of recreation activities. The Parks & Recreation department has focused all its efforts on maintaining a first-class park system including open spaces, facilities and scenic trails.

The Parks & Recreation department's mission statement is "In order to create a thriving community through nature and play, we will become the best parks and recreation department in the state of Texas by:

- preserving and restoring natural resources
- maintaining and developing parks, trails, and public spaces; and
- providing recreational and educational opportunities for socialization and activity."

The purpose of the Inflatables Permit is to regulate vendors providing inflatable rental services and ensure compliance with the Texas Department of Insurance resulting in safety for Park Fans. The program will help the City of Lewisville Parks and Recreation Department establish a formal relationship with vendors already conducting business in the parks, preserve irrigation systems, and create an additional revenue stream for the department.

The permit is valid one (1) year from purchase.

### **For more information, contact:**

#### **City of Lewisville**

Parks and Recreation Department  
1197 W. Main Street  
Lewisville, Texas 75056

Casey Spears, Senior Administrative Assistant

Pardlv@cityoflewisville.com

972.219.3550

[www.playlewisville.com](http://www.playlewisville.com)

## Permit

Effective January 1, 2022, the City of Lewisville will require all inflatable vendors who wish to provide rental services to persons renting pavilions or space within City of Lewisville parks or recreation facilities to obtain an annual permit at a cost of \$250.00, from the Parks and Recreation Department.

The fee schedule can be found in [Section 2-201](#) of the City of Lewisville Code of Ordinances.

## How to Apply for a Permit

Vendors can apply for a permit by emailing [pardlv@cityoflewisville.com](mailto:pardlv@cityoflewisville.com) with the vendor's name and amusement ride sticker number provided by Texas Department of Insurance. Once the sticker number is verified by Parks and Recreation staff, the vendor will need to provide proof of the appropriate insurance, listed in exhibit A. From there, an Amilia account in the vendors name will be created by Parks and Recreation staff and an invoice will be sent to the vendor via email. Once the invoice is paid, the permit will be valid. If you have any questions, please contact Parks & Recreation Department staff by phone at (972)219-3550, email at [pardlv@cityoflewisville.com](mailto:pardlv@cityoflewisville.com), or by visiting [www.playlewisville.com](http://www.playlewisville.com).

In no event shall an inflatables vendor be allowed to sell, assign, subcontract or sublease its permit. Any attempt to do so shall result in the immediate revocation of the vendor's permit.

## Eligibility

An inflatables vendor is eligible for a permit if the following conditions are met:

The vendor:

1. has a valid amusement ride compliance sticker issued by the Texas Department of Insurance [www.tdi.texas.gov](http://www.tdi.texas.gov)
2. proof of insurance, requirements listed in Exhibit A
3. agrees to the following during the year:
  - operates on its own generator; using City electricity to power any type of inflatable device is prohibited.
  - the delivery vehicle may not drive on unpaved areas or on sidewalks. The inflatables must be transported to the preferred location within the park by a dolly or some means other than a motorized vehicle.
  - no water slides or inflatables using water will be allowed.
  - enter and operate in the park only during the posted park hours
  - follow all park rules; and
  - have limited complaints from park visitors, enforcement officers, and city staff.

## **City Insurance Requirements for Inflatable Vendors**

Vendors shall be required to carry the following insurance:

Commercial General Liability: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage.

Workers' Compensation and Employer's Liability: \$500,000 per injury, \$500,000 per occurrence and \$500,000 per occupational disease.

Automobile Liability - \$500,000 combined single limit.

The City of Lewisville must be listed as "Additional Insured" on said insurance. The full requirements for insurance can be found in Exhibit A.

## **Participating Parks and Facilities**

Park Fans utilizing the vendor must have rented space within the park system. Vendors who meet all the requirements are eligible to participate at the following parks:

Central Park

Pavilion #1

Pavilion #2

Pavilion #3

Ellis Iris Park

Pavilion #1

Lake Park

Connor Pavilion

Picnic Area #1

Picnic Area #2

Pike Pavilion

L.L. Woods

Pavilion #1

Pavilion #2

All eligible vendors will be listed on the Parks and Recreation website at <https://www.playlewisville.com/parks/inflatables-permit> and communicated to renters who wish to utilize vendor services.

## **Non-Discrimination**

The City does not discriminate in services, directly or indirectly, based on race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability status, genetics, veteran's status, or any other protected classification under federal or state law. All food truck vendors participating in the Program shall be required to follow the same practice, as they are providing services on City property.

## **EXHIBIT A**

### **INSURANCE REQUIREMENTS** **GENERAL CONTRACTS FOR SERVICES**

Service work, supplies requiring installation, Janitorial Services, Welding, Surveyors, Plumbing Contractors, Maintenance Agreements, Concessionaires, Tire Repairs, Tow Service, Painting, Electrical, Movers, Major street repairs and Waterline projects, etc.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the vendor's bid.

#### **A. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). **"Claims Made" form is unacceptable.**
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.

#### **B. MINIMUM LIMITS OF INSURANCE**

Vendor shall maintain limits throughout contract not less than:

1. Commercial General Liability: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage. Policy will include coverage for:
  - a. Premises – Operations
  - b. Broad Form Contractual Liability
  - c. Products and Completed Operations
  - d. Personal Injury
  - e. Broad Form Property Damage
  - f. If applicable, Explosion Collapse and Underground (XCU) Coverage, Fire Damage, and Medical Expense.

***NOTE: The aggregate loss limit applies to each project.***

2. Workers' Compensation and Employer's Liability: Workers' Compensation Statutory limits as required by the Labor Code of the State of Texas and Employer's Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.
3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the HR Director or designee.

**C. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductible or self-insured retentions must be declared to and approved by the City.

**D. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages
  - a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City. The coverage shall include defense of claims against the City as additional insured.
  - b. The vendor's insurance coverage shall be primary and non-contributory insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, and employees, Boards and Commissions or volunteers.
  - d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.
2. Waiver of Subrogation – All Coverages  
Each insurance policy required by this exhibit shall waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the vendor for the City.
3. Notice of Cancellation - All Coverages  
Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City, or ten (10) days prior written notice for non-payment of premium.

**E. ACCEPTABILITY OF INSURERS**

The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than A-:VI, or, A or better by Standard and Poors.

**F. VERIFICATION OF COVERAGE**

Contractor shall furnish the City with certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be provided on forms approved by the Texas Department of Insurance. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

**G. HOLD HARMLESS AND INDEMNIFICATION**

THE CONSULTANT/CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONSULTANT'S/CONTRACTOR'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY, CONSULTANT/CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT/CONTRACTOR AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.