



****AGREEMENT FOR USE OF INFLATABLE'S ON CITY PROPERTY****

Must be completed by inflatable supplier if special event/block party will include use of inflatables on City property.

Name of Company/Supplier _____

Address: _____ Phone Number: _____

Name of Owner _____

Address: _____ Phone Number: _____

Email Address: _____

INDEMNIFICATION AGREEMENT

In consideration for permitting the business owner ("OWNER") to rent, supply and place a bounce house on the City of Battle Creek'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 inflatable. 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.

Signature of Owner

Date

Signature of Witness

Date