This Agreement is entered into by and between the City of Menlo Park, hereinafter called City, and Jacob Chamoun/ Business Casual A Cappella hereinafter called Contractor, for services below $1,000.

It is hereby agreed as follows:

The Contractor makes the following representations and offers to do the work described below in accordance with the stated terms and conditions.

1. Description of work to be done: Business Casual A Cappella will perform a 15 minute vocal performance (A Capella) at the Menlo-Atherton Performing Arts Center Event from 6:45pm-7:00pm

2. Date/Time of services: Wednesday, May 2, 2018 6:00pm-8:00pm (event time)

3. Locations where services will be provided: Menlo-Atherton Performing Arts Center

4. Contractor to provide the following: Vocal Performance, microphone and in-ear monitor systems

5. City to provide the following: Stage, audio, lights, sound equipment

6. The following shall be the terms of payment to the Contractor for services rendered: This compensation shall be based on the rates described in Exhibit "A". In no event shall the total payment for all services under this agreement exceed $400.00 unless mutually agree upon in writing by the City and Contractor.

7. ADA Compliance: The Contractor represents and certifies to City that contractor and its contracts and programs are in full compliance with the Americans with Disabilities Act (ADA) of 1990.

8. Hold Harmless: Contractor agrees to save and hold harmless the City, its officers, agents and employees and City agrees to save and hold harmless contractor, its officers, agent, and employees from any and all damage and liability of every nature, including all costs of defending any claim, caused by or arising out of the negligence or wrong doing of the other. City shall not be liable for acts of Contractor in performing services described herein.

9. Interest of Contractor: It is understood and agreed that this agreement is not a contract of employment in the sense that the relation of master and servant exists between City and undersigned. At all times Contractor shall be deemed to be an independent contractor and Contractor is not authorized to bind the City to any contracts or other obligations in executing this Agreement. Contractor certifies that no one who has or will have and financial interest under this agreement is an officer or employee of City.

10. Changes: This Agreement shall not be assigned or transferred without the written consent of the City. No changes or variations of any kind are authorized without a written consent of the City.
11. Insurance: The Contractor agrees to provide the City with a photocopy of required insurance coverage as indicated in this agreement. The Contractor further agrees that the insurance policy will remain valid during the term of the contract.

Insurance waived: Yes ☑ No ☐

12. Termination: This Agreement may be terminated by City upon ten (10) day written notice to Contractor. Moneys then owed based upon work satisfactorily accomplished shall be paid to the Contractor. It is understood that this offer in no way constitutes a guarantee of similar terms in future contracts.

13. Agreement includes supplemental information attached: Yes ☑ No ☐

The Agreement supplement may include scope of work, performance riders, stage plots, etc.

The Contractor shall complete the services herein described or forfeit the right to claim any part of the compensation to which Contractor would otherwise be entitled under this Agreement.

The Contractor shall comply with all applicable Federal, State and local laws and ordinances including, but not limited to, unemployment insurance benefits, Worker’s compensation and F.I.C.A. laws.

Jacob Chamoun/ Business Casual A Cappella
Name of Contractor

[Signature]
Contractor’s signature

3/18/18
Date

Matthew L. Milde
Project Manager

[Signature]
Project Manager’s signature

4/10/18
Date

Phone: 650-330-223
E-Mail: mlmilde@menlopark.org

Department: Community Services

[Signature]
Department Head

4/19/18
Date

[Signature]
Attest by City Clerk

4/19/18
Date
Exhibit A

CITY: City of Menlo Park
EVENT: Performing Arts Center Event
       Comedic Family & Friends Fun Night
FIRST PARTY: Jacob Chamoun/ Business Casual A Cappella
VENDOR NUMBER: N/A
ADDRESS: 212 S. El Camino Real Apt. 28
          San Mateo, CA 94401

SERVICE DESCRIPTION: FIRST PARTY to provide five vocal (A Capella) performers, five (5) wireless microphone systems, five (5) wireless in-ear monitor systems, and one (1) gator case containing the wireless receivers and mixing board. The CITY will provide the stage, access to the shared green room, and access to the house sound system.

DELIVERY DATE: Wednesday, May 02, 2018
DELIVERY TIME: 6:45 pm - 7:00 pm
DELIVERY LOCATION: Menlo-Atherton Performing Arts Center
                   555 Middlefield Rd, Atherton, CA 94027
PAYMENT SCHEDULE: $400.00 (after delivery)

ADDITIONAL DOCUMENTS: N/A

EXHIBIT PREPARED BY: Marcus Quisol, Recreational Specialist
DATE: Wednesday, March 28, 2018

NOTES: