SERVICES AGREEMENT
City Manager's Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620

AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND GAMES2U (in the amount $1,000 or less)

THIS AGREEMENT made and entered into at Menlo Park, California, this ___ day of
August ____, 2018, by and between the CITY OF MENLO PARK, a Municipal
Corporation, hereinafter referred to as "CITY," and GAMES2U, hereinafter referred to as "FIRST
PARTY."

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND
CONDITIONS of each of the parties hereto, it is hereby agreed as follows:

1. SERVICES TO BE PERFORMED BY FIRST PARTY

In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY
agrees to perform the following services for the CITY:
Video game theatre party (van) from 5:30 p.m. - 8 p.m.

2. AGREEMENT TERM

The term of this agreement shall be from August 16, 2018 to August 16, 2018 unless mutually agreed
upon by CITY and FIRST PARTY in writing.

3. LOCATION AND PROVISIONS

Location(s) where services are to be provided is/are Santa Cruz Ave. and El Camino Real, Menlo Park,
CA 94025.

FIRST PARTY to provide video game theatre party(van).
CITY to provide designated vendor space.

4. COMPENSATION AND PAYMENT

In consideration of the services rendered in accordance with all terms, conditions and specifications set
forth herein, CITY shall make payment to FIRST PARTY through online credit card payment. In no
event shall total payment for all services under this agreement exceed $675 unless mutually agreed
upon in writing by the CITY and FIRST PARTY. CITY shall have the right to receive, upon request,
documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of
the FIRST PARTY's relevant records pertaining to the charges. In the event that the CITY makes any
advance payments, FIRST PARTY agrees to refund any amounts in excess of the amount owed by the
CITY at the time of agreement termination. CITY reserves the right to withhold payment if the CITY
determines that the quantity or quality of the work performed is unacceptable. The FIRST PARTY shall
complete the services herein described or forfeit the right to claim any part of the compensation to
which FIRST PARTY would otherwise be entitled under this Agreement.

5. ADA COMPLIANCE
The FIRST PARTY represents and certifies to CITY that FIRST PARTY and its contracts and programs are in full compliance with the Americans with Disabilities Act (ADA) of 1990.

6. **HOLD HARMLESS**

FIRST PARTY agrees to save and hold harmless the CITY, its officers, agents and employees and CITY agrees to save and hold harmless FIRST PARTY, 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 FIRST PARTY in performing services described herein.

7. **INTEREST OF FIRST PARTY**

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 FIRST PARTY shall be deemed to be an independent contractor and FIRST PARTY is not authorized to bind the CITY to any contracts or other obligations in executing this Agreement. FIRST PARTY certifies that no one who has or will have and financial interest under this agreement is an officer or employee of CITY.

8. **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.

9. **INSURANCE**

The FIRST PARTY agrees to provide the CITY with a photocopy of required insurance coverage as indicated in this agreement. The FIRST PARTY further agrees that the insurance policy will remain valid during the term of the contract.

Insurance waived: YES ☒ NO ☐

The FIRST PARTY 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.

10. **TERMINATION**

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

11. **ATTACHMENTS**

Agreement includes supplemental information attached: YES ☒ NO ☐

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

SIGNATURE PAGE TO FOLLOW
This agreement is not valid until signed by both parties.

FOR FIRST PARTY:

Signature: [Signature]
Printed Name: Austin Taylor
Address: 1818 Arnold Industrial Pk, Suite 1
City/State/Zip: Concord CA 94520
Phone: 925-262-4222
Email: baggercagames202@gmail.com
Tax ID/IRS/Social Security Number*: 27-0206498
*must match information on W-9 on file with CITY
Date: 7/13/18

FOR CITY OF MENLO PARK:

Matthew L. Milde, Interim Recreation Supervisor
Phone: 650-350-2223
Email: milde@menlopark.org
Derek Schweigert, Community Services Director
Date: 8/8/18

ATTEST:

Judi A. Herren, City Clerk
Date: 8/14/18
Exhibit A-1

CITY: City of Menlo Park
EVENT: 2018 Block Party

FIRST PARTY: Games2U
VENDOR NUMBER: n/a
ADDRESS: 1818 Arnold Industrial Place, Suit "E"
Concord, CA 94520

SERVICE DESCRIPTION: FIRST PARTY to provide video game theatre party (van) from 5:30 p.m. to 8:00 p.m. CITY to provide designated vendor space.

DELIVERY DATE: Thursday, August 16, 2018
DELIVERY TIME: 5:30 PM - 8:00 PM
DELIVERY LOCATION: Santa Cruz Ave. Menlo Park, CA

PAYMENT SCHEDULE: $675 online payment

ADDITIONAL DOCUMENTS: n/a

EXHIBIT PREPARED BY: Erica Robles, Recreation Specialist
DATE: Wednesday, August 08, 2018

NOTES: N/A