This Agreement is entered into by and between the City of Menlo Park, hereinafter called City, and Ackery Entertainment, 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: Will host a magic show for the Belle Haven After School Program.

2. Date/Term of services: April 27th 4pm-5pm

3. Locations where services will be provided: 100 Terminal Ave.

4. Contractor to provide the following: Ackery Entertainment

5. City to provide the following: Payment of $250

6. The following shall be the terms of payment to the Contractor for services rendered: Phil Ackery's Awesome Magic & Illusion Show

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 [x] 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 [x]

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.

---

R. Philip Ackery
Name of Contractor

R. Philip Ackery
Contractor’s signature

Randall Howard
Project Manager

Randall Howard
Project Manager’s signature

Phone: (650) 380-2297

Phone: [ ] Yes [ ] No [x]

E-Mail: [ ] Yes [ ] No [x]

Address:

Department: GSD

City/Zip:

IRS/Social Security Number*:

*must match information on W-9 on file with City

---

Department Head:

Date:

As of [ ] Date

[Signature]

Attest by City Clerk:

Date:

[Signature]
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Specialty Insurance Agency
Performers of the U.S.
P.O. Box 24
New Richmond, WI 54017

INSURED
Robert P. Ackery
dba Phil Ackery
2509 Ramke Place
Santa Clara, CA 95050

CONTACT
NAME: Stephanie Weiss
PHONE: 715-246-5908
FAX: 715-246-4257
E-MAIL: cers@specialtyinsuranceagency.com
ADDRESS: cers@specialtyinsuranceagency.com

INSURER(A) AFFORADING COVERAGE
NAIC #: 35376

COVERAGES CERTIFICATE NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<th>TYPE OF INSURANCE</th>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101). Additional Remarks Schedule, if any, may be attached if more space is required. PERFORMER IS A NAMED INSURED AS A MEMBER OF PERFORMERS OF THE U.S.:
Robert P. Ackery dba Phil Ackery

CERTIFICATE HOLDER
Robert P. Ackery
dba Phil Ackery
2509 Ramke Place
Santa Clara, CA 95050

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Stephanie Weiss

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INVOICE

Invoice Date: Apr 6, 2017
Invoice No: 17-0406MP

Bill To:
Rondell Howard
Belle Haven Youth Center
100 Terminal Ave.
Menlo Park, CA 94025
650-330-2297

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<tr>
<th>DESCRIPTION OF SERVICES</th>
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<td>Belle Haven Youth Center;</td>
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PLEASE MAKE CHECKS PAYABLE TO: ACKERLY ENTERTAINMENT