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

THIS AGREEMENT made and entered into at Menlo Park, California, this 2 day of
October, 2018, by and between the CITY OF MENLO PARK, a Municipal
Corporation, hereinafter referred to as “CITY,” and PHILLIP ACKERLY / ACKERLY
ENTERTAINMENT, 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:
Magician entertainment act for City of Menlo Park: Halloween Hoopla Event

2. AGREEMENT TERM

The term of this agreement shall be from October 27, 2018 to October 27, 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 Fremont Park in Menlo Park.

FIRST PARTY to provide Magician entertainment act for City of Menlo Park: Halloween Hoopla Event.

CITY to provide Portable stage, sound and technical equipment.

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 $445. In no event shall total payment
for all services under this agreement exceed $445 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**

The FIRST PARTY shall defend, indemnify and hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants from all claims, suits or actions that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the FIRST PARTY brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work required by this agreement by FIRST PARTY, its officers, agents, employees and servants. Nothing herein shall be construed to require the FIRST PARTY to defend, indemnify or hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants against any responsibility to liability in contravention of Section 2782.8 of the California Civil Code.

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

Printed Name

Date

FOR CITY OF MENLO PARK:

Allan Bruce, Program Assistant

Date

Community Services

Department

Email

Derek Schweigert, Community Services Director

Date

ATTEST:

Judi A. Herren, City Clerk

Date
Bill to:
Allan Bruce
City of Menlo Park
Menlo Park, CA
(650) 330-2214

Invoice Date: Sep. 24, 2018
Invoice No: 
Purchase Order #: n/a
Date of Services: Oct 27, 2018
Amount Due: $445.00

Remit to:
Ackerly Entertainment
2509 Ramke Place
Santa Clara, CA 95050
TEL # (408) 246-8422
EMAIL: ackerlymagic@gmail.com

Ship to:
Ackerly Entertainment
2509 Ramke Place
Santa Clara, CA 95050

Services:
Entertainment Services
Halloween Hoopla; October 27, 2018;
Phil shows features a few Halloween related magic, illusions, color, laughter, music and lots of audience participation. Phil's show is age appropriate for all school age kids and parents too. 45-minutes on stage.

TERMS: NET DUE DAY OF EVENT