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

THIS AGREEMENT made and entered into at Menlo Park, California, this 2nd day of
2019, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and HAPPILY EVER LAUGHTER, LLC, 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:
Balloon artist for two hours for egg hunt at Kelly Park

2. AGREEMENT TERM

The term of this agreement shall be from April 20, 2019 to April 20, 2019 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 Burgess Park located at 701 Laurel Street, Menlo Park, CA 94025.

FIRST PARTY to provide egg hunt event, including a juggling show and walk-around entertainment.

CITY to provide stage and audio.

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 check. In no event shall total payment for all services under this agreement exceed $655 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. ATTACHEMENTS

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:

Kit Inkberry
Signature
Printed Name
(831) 346-1196
Phone
findthemagic@happilyever
E-mail

FOR CITY OF MENLO PARK:

Mayra Lombera, Recreation Coordinator
Date
650-330-2223
Phone
mlombera@menlopark.org
Email

Derek Schweigert, Community Services Director

ATTEST:
Judi A. Herren, City Clerk

01/18/19
Date
1205 Pacific Ave., Ste 301
Address
Santa Cruz, CA 95060
City/State/Zip
27-2379124
Tax ID/IRS/Social Security Number*
*must match information on W-9 on file with CITY

2/25/19
Date
Community Services
Department

4/2/19
Date

4/5/19
Date
Invoice Date: Fri, 1/11/19  
Secret Fairy: Nearly  
Client Name: Mayra  
Party Password: 120497  
Event Date: Sat, 4/20/19  
Location: Menlo Park  
# of Children: 100  
Code Value: $0  

Order Summary  
Total Performers: 2  
Total Performance Hours: 4  
Base Rate: $650  
Parking: + $0  
Multiple Performer Discount: - $25  
Other: - $0  
Subtotal: $655  
Cancellation Insurance: + $0  
(Required: $15 or $25 paid at time of deposit)  
Grand Total: $655  

Character | Time | Hours | Activity Plan  
--- | --- | --- | ---  
Easter Faerie | 10:40 PM | 2 | Magic Show (Lead), Parachute Games, Roaming with Puppets  
Easter Faerie | 10:00 PM | 2 | Magic Show (Assist), Parachute Games, Roaming with Puppets  

Terms & Conditions  
Number Of Children  
This activity plan was designed to entertain approximately this many children:  
100  
If this changes, just let us know, and we adjust the activity plan to fit the new number of children.  

Performer Requests  
Our calendar has the last word on which performer attends your celebration because it switches performers to cover last minute emergencies (sick performers, broken chariots etc.). If this doesn’t make you feel comfortable, please do not hire us because we would be so sad to let you down if we needed to switch performers!  

Fees:  
Please have your final balance available for the performer at their scheduled time of departure. We pride ourselves by being punctual to all of our performances, so please help us get to our next scheduled performance on time.  
Please note that if a performer has to stay extra time at your event to collect their final balance, your credit card will be billed at $15 per 10 minute increment.  

Final Balance:  
Magical Creatures are terrified of personal checks! We accept cash & company checks only for final balances. If you choose to provide a company check for the final balance, please include an additional $25 for us to pay your performer to go to the FedEx office and mail the check safely to our Headquarters.  
Please note that if a performer has to stay extra time at your event to collect their final balance, your credit card will be billed at $15 per 10 minute increment.  

Refund Policy:  
Your deposit is non-refundable UNLESS cancellation insurance ($25 per performer) is added to your deposit. (optional available upon checkout) The cancellation insurance is only available at the time that the deposit is placed.  

Payment Summary  
Deposit Paid  
$340  
Deposit is non-refundable and may not be applied to a new date unless you purchase cancellation insurance at the time of placing your deposit.  

Final Balance Owed  
$315  
Want to avoid chaos on the big day? Pay your balance online! (Must be received 7 days before your event so we have time to update our fancy booking system.)  

Total Paid To Date  
$340  
Deposit Paid  
01-11-19  
$340  
Cancellation Insurance Paid  
0-0-00  
$0  
Final Balance Paid  
0-0-00  
$0  
( optional)
**Request for Taxpayer Identification Number and Certification**

**Purpose of Form**
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is Backup Withholding, later.