AGREEMENT FOR SERVICES BETWEEN  
THE CITY OF MENLO PARK AND CLIMB ON (in the amount $5,000 or less)  

THIS AGREEMENT made and entered into at Menlo Park, California, this 25 day of  
June, 2019, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and CLIMB ON, hereinafter referred to as "FIRST PARTY."  

It is agreed between the CITY and FIRST PARTY 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 all the services for the City of Menlo Park as set forth in Exhibit "A," Scope of Services, attached hereto.  

2. AGREEMENT TERM  

The term of this agreement shall be from July 4, 2019 to July 4, 2019 unless mutually agreed upon by CITY and FIRST PARTY in writing.  

3. COMPENSATION AND PAYMENT  

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," CITY shall make payment to FIRST PARTY in the manner specified herein and in Exhibit "A." This compensation shall be based on the rates described in Exhibit "A." Payments shall be monthly for the invoice amount or such other amount as approved by CITY. CITY shall have the discretion to approve the invoice and the work competed statement. 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. In no event shall total payment for all services under this agreement exceed $1,600 unless mutually agreed upon in writing by the CITY and FIRST PARTY.  

4. RELATIONSHIP OF THE PARTIES  

FIRST PARTY agrees and understands that the work/services performed under this agreement are performed as an Independent Contractor and not as an employee of the City of Menlo Park and that FIRST PARTY acquires none of the rights, privileges, powers or advantages of City employees.
### 5. INSURANCE AND INDEMNITY

1. **General liability insurance:**
   FIRST PARTY, at its own expense, shall provide and keep in force, commercial general liability insurance insuring against liability for bodily injury and property damage arising out of its work in an amount of not less than one million dollars ($1,000,000) for injury to, or death of one person in any one accident or occurrence, and in an amount of not less than one million dollars ($1,000,000) for injury to, or death of more than one person in any one accident or occurrence, and in the amount of not less than one million dollars ($1,000,000) per occurrence in respect to damage to property. CITY shall be named as an additional insured on Contractor's commercial general liability insurance policy FIRST PARTY shall provide CITY with a certificate of insurance coverage evidencing said coverage, including a copy of all declarations of exclusions, before commencing work.

2. **Automobile liability insurance:**
   The FIRST PARTY shall maintain automobile liability Insurance pursuant to this agreement in an amount of not less than one million dollars ($1,000,000) for each occurrence combined single limit or not less than one million dollars ($1,000,000) for any one (1) person, and one million dollars ($1,000,000) for any one (1) accident, and three hundred thousand dollars, ($300,000) property damage. To the full extent permitted by law FIRST PARTY agrees to defend, indemnify and hold CITY, its employees, agents, officials, and officers, harmless from any and all claims, liability for damages caused by contractor's negligent performance of services under this agreement.

3. **Professional liability insurance:**
   FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this agreement, in the amount of not less than one million dollars ($1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

4. **Indemnity:**
   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.

### 6. NON-ASSIGNABILITY

FIRST PARTY shall not assign this agreement or any portion thereof to a third party without the prior written consent of CITY, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this agreement.

### 7. TERMINATION OF AGREEMENT

The CITY may, at any time, terminate this agreement, in whole or in part, for the convenience of CITY, by giving written notice specifying the effective date and scope of such termination. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereinafter referred to as materials) prepared by FIRST PARTY under this agreement shall become the property of the CITY upon FIRST PARTY'S receipt of final payment and shall be promptly delivered to the CITY. Upon termination, the FIRST PARTY may make and retain a copy of such materials. FIRST PARTY shall be entitled to receive payment for work/services provided before termination of the agreement. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the agreement.
8. **WORKERS' COMPENSATION INSURANCE**

FIRST PARTY agrees and understands that the CITY does not provide workers' compensation Insurance to, or on behalf of, the FIRST PARTY for the work/services performed, but that said insurance is the sole responsibility of the undersigned.

9. **PAYMENT OF PERMITS/LICENSES**

FIRST PARTY shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, before commencement of said work/services or forfeit any right to compensation under this agreement.

10. **NON-DISCRIMINATION**

No person shall illegally be excluded from participation in, denied the benefits of, or be subjected to discrimination under this agreement on account of their race, sex, color, national origin, religion, age, or disability. FIRST PARTY shall ensure full equal employment opportunity for all employees under this agreement.

11. **RETENTION OF RECORDS**

FIRST PARTY shall maintain all required records for three years after the CITY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the CITY, a federal agency, and the State of California.

12. **MERGER CLAUSE**

This agreement, including Exhibit “A” attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document’s date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the CITY. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Exhibit “A” attached hereto, the terms, conditions, or specifications set forth herein shall prevail.

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

FOR FIRST PARTY:

[Signature]

Charles Whitwam
Printed name

46-5584753
Tax ID#

APPROVED AS TO FORM:

[Signature]

William L. McClure, City Attorney

FOR CITY OF MENLO PARK:

[Signature]

Todd Zeo, Recreation Supervisor

ATTEST:

[Signature]

Judi A. Herren, City Clerk

6-10-19
Date

President
Title

6/25/19
Date

6-20-19
Date

6/25/19
Date
Contract/ Agreement - For the Services of Climb On, Inc
Menlo Park - 4th of July Celebration

This contract/agreement confirms Climb On and our staff will set up our mobile rock climbing wall for the agreed upon dates, and times as arranged by Climb On, Inc and City of Menlo Park. For the quoted price of $1600.00 Climb On will provide the following services:

- Highest industry quality, custom climbing walls. (2 climbing walls)
- Set-up and take-down of climbing wall.
- Professionally set routes, beginner to expert challenges.
- Wall assistant(s) / instructor(s).
- Transportation.
- Top of the line climbing equipment.
- Liability insurance.
- 2.5 hours of climbing.
- Unlimited all-ages rock climbing,
- A unique interactive experience!

<table>
<thead>
<tr>
<th>Event Dates</th>
<th>Event Time</th>
<th>Event Location</th>
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<tbody>
<tr>
<td>July 4th, 2019</td>
<td>12:00 p.m. – 2:30 p.m.</td>
<td>500 Alma Street Menlo Park Ca 94025</td>
</tr>
</tbody>
</table>

- Climb On requires a 50% deposit to secure your event date with us. Please refer to the Event Rate Sheet for details. The balance is due on the day of your event.
- A late charge of 15% will be added to any balance not paid on the event day. An invoice is available upon request.
- In the result of a cancellation anytime before your event, your deposit is non-refundable, however it can be re-applied to your next event within 6 months within the date of this event. Subject to availability.
- Cancellations made within one week of your event are subject to a cancellation fee up to 75% of the payment due on balance.
- It is your responsibility to secure the proper area for the climbing wall set up. 28'L x 16' W x 30'H (INCLUDING PERMITS, ETC.)

- Transportation rate: n/a
- Event rate: $1600.00 ($1200 July 4th minimum for 1 wall, additional wall is at $600 discount)
- Additional: N/A
- Sub Total: $1600.00
- Deposit Received: $0.00 (no deposit required)  Total Due: $1600.00

Please sign this agreement and mail/fax to our office with your deposit. The balance is due on July 4th, 2019. City of Menlo Park agrees to these terms and to pay a total of $1600.00 for the services provided. Thank you, we look forward to climbing with you soon!

Authorized Signature: ___________________________ Date: 6/10/19

Please make checks payable to Climb On
Or call to pay with credit card (3.5% processing fee)

www.climbingwall.com 1580 Flores Dr Pacifica CA 94044 Phone: 415-485-6740 Fax: 415-358-4342
**Form W-9**

(Request for Taxpayer Identification Number and Certification)

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
   **Climb On, Inc**

2. Business name/disregarded entity name, if different from above.

3. Check appropriate box for federal tax classification; check only one of the following seven boxes:
   - Individual/sole proprietor or
   - C Corporation
   - S Corporation
   - Partnership
   - Trust/estate
   - Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)
   - Other (see instructions)

   Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
   - Exempt payee code (if any)
   - Exemption from FATCA reporting code (if any)

   (Applies to accounts maintained outside the U.S.)

5. Address (number, street, and apt. or suite no.)

6. City, state, and ZIP code

7. List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<table>
<thead>
<tr>
<th>Social security number</th>
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<table>
<thead>
<tr>
<th>Employer identification number</th>
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<tbody>
<tr>
<td>4655584753</td>
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</table>

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**

<table>
<thead>
<tr>
<th>Signature of U.S. person</th>
<th>Charles Whitlam</th>
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</table>

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

**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-INT (interest earned or paid)
- 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 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? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

Cat. No. 10231X  
Form W-9 (Rev. 12-2014)