

PROFESSIONAL SERVICES AGREEMENT

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



Agreement #: 2867

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

THIS AGREEMENT made and entered into at Menlo Park, California, this 2/3/2020,
by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as
"CITY," and HAPPILY EVERY LAUGHTER, 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:
Two fairy entertainers for two and a half hours for egg hunt event at Burgess Park.

2. AGREEMENT TERM

The term of this agreement shall be from April 11, 2020 to April 11, 2020 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.

FIRST PARTY to provide Two fairy entertainer for two and a half hours.

CITY to provide location.

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 credit card and check. In no event
shall total payment for all services under this agreement exceed \$775 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:

DocuSigned by:

62E6267D5D5A469...

Signature

Tracey Barrow

Printed Name

831-346-1196 ext 99

Phone

27-2379124

E-mail

1/30/2020

Date


211 River Street

Address

Santa Cruz/ CA / 95060

City/State/Zip

FOR CITY OF MENLO PARK:

DocuSigned by:

A3D9D28272DE404...

Mayra Lombera, Recreation Coordinator

6503302223

Phone

mlombera@menlopark.org

Email

DocuSigned by:

7EE7621DEB514F1...

Todd Zeo, Recreation Supervisor

1/30/2020

Date

Community Services

Department

1/31/2020

Date

ATTEST:

DocuSigned by:

39280A20D0BE491

Judi A. Herren, City Clerk

2/3/2020

Date

Invoice Date: Mon, 12/16/19
 SecreFaerie: Kit
 Client Name: Matthew, City of Menlo Park
Party Passcode: 155447
 Event Date: Sat, 4/11/20
 Location: Menlo Park
 # of Children: TBD
 (estimated)
 Code Value: \$0



211 River Street, Santa Cruz, Ca 95060
 FindTheMagic@HappilyEverLaughter.com ~ 831-346-1196

Order Summary

Total Performers

2

Total Performance Hours

5

Base Rate \$800

Parking + \$0

Multiple Performer Discount - \$25

Other - \$0

Subtotal \$775

Payment Protection + \$0

(Optional: \$15 or \$25 paid at time of deposit)

Grand Total \$775



Character	Time	Hours	Activity Plan
Easter Faerie	10:00 AM	2.5	Magic Show (lead), Parachute Games, Roaming with Puppets
Easter Faerie	10:00 AM	2.5	Magic Show (assist), Parachute Games, Roaming with Puppets

Terms & Conditions

Number Of Children

This activity plan was designed to entertain approximately this many children:

TBD

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 \$15 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 the Payment Protection fee (\$25 or \$15 per performer) is added to your deposit. (option available upon checkout) The Payment Protection is * only * available at the time that the deposit is placed.

Payment Summary

Deposit Paid

\$375

Deposit is non-refundable and may not be applied to a new date unless you purchase Payment Protection at the time of placing your deposit.

Final Balance Owed

\$400

Want to avoid cash 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

\$375

Deposit Paid

12-16-19

\$375

Payment Protection Paid

0-0-00

\$0

(optional)

Final Balance Paid

0-0-00

\$0