

PROFESSIONAL SERVICES AGREEMENT

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



Agreement #: 2902

AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND DAN CHAN PRESENTS LLC (in the amount \$1,000 or less)

THIS AGREEMENT made and entered into at Menlo Park, California, this 3/4/2020,
by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as
"CITY," and DAN CHAN PRESENTS 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:
30 minute magic show and walk around magic/juggling for one-hour

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 Kelly Park, 100 Terminal Avenue, Menlo Park, CA
94025.

FIRST PARTY to provide Magic show for egg hunt event at Kelly Park.

CITY to provide the 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 check. In no event shall total
payment for all services under this agreement exceed \$250 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:

F16536629E92425...
 Signature
 Dan Chan

Printed Name
 415-244-2700

Phone
 danchanpresents@gmail.com

E-mail

2/18/2020


Date

2/18/2020

Address
 Fremont CA 94555

City/State/Zip

FOR CITY OF MENLO PARK:

DocuSigned by:

A3D9D29272DE404...
 Mayra Lombera, Recreation Coordinator
 650-330-2223


Phone
 mlombera@menlopark.org

2/18/2020

Date

Community Services


Department

DocuSigned by:

7EE7621DEB514F1...
 Todd Zeo, Recreation Supervisor

3/4/2020

Date

ATTEST:

DocuSigned by:

39280A20D0BE491...
 Judi A. Herren, City Clerk

3/4/2020

Date

DAN CHAN PRESENTS: WORLD CLASS ENTERTAINMENT!

INVOICE

415-244-2700

danchanpresents@gmail.com

4534 Pecos Court,
Fremont CA 94555

www.danchanmagic.com

www.bayareadinnershow.com

Magic with James Chan (<http://danchanmagic.com/JamesChan.html>)
Saturday April 11, 2020 from 10am – 12pm
City of Menlo Park Egg Hunt at Kelly Park
30 minute show PLUS walk around magic / juggling

Matthew D. Abenojar
Recreation Specialist
Arrillaga Family Gymnasium
700 Alma St.
tel 650-330-2228
menlopark.org

Terms: \$250.00 Check payable to Dan Chan Presents LLC to the address on the left to secure the date and time.

Description	Quantity	Family / Non-profit Rate	Cost
Dan Chan Master Magician & James Chan	0	\$ 500.00	\$ 0.00
James Chan	1	\$ 250.00	\$ 250.00
Dan Chan's Solo Show	0	\$400.00	\$0.00
Deposit			
		Balance Due	\$ 250.00

We look forward to wowing all of your guests!

Sincerely yours,

Dan Chan Master Magician

Terms: It is understood that tis agreement is made in good faith. In the event of illness, accident, or act of God, a good faith substitute performer to the best of our ability will be provided.