

# SERVICES AGREEMENT

Community Services Department  
700 Alma St., Menlo Park, CA 94025  
tel 650-330-2200



This Agreement is entered into by and between the City of Menlo Park, hereinafter called City, and Un-Scripted Theater Company hereinafter called Contractor, for services below \$1,000.

It is hereby agreed as follows:

The Contractor makes the following representations and offers to do the work described below in accordance with the stated terms and conditions.

1. Description of work to be done: Un-Scripted Theater Company will perform an hour long improvisational performance at the Menlo-Atherton Performing Arts Center Event from 7:00pm-8:00pm
2. Date/Term of services: Wednesday, May 2, 2018 6:30pm-8:00pm (Event Time)
3. Locations where services will be provided: Menlo-Atherton Performing Arts Center
4. Contractor to provide the following: Improvisational Performance, Props, Keyboard
5. City to provide the following: Stage, audio, lights, sound equipment, 2 microphones, 5 headsets, chairs
6. The following shall be the terms of payment to the Contractor for services rendered:  
This compensation shall be based on the rates described in Exhibit "A". In no event shall the total payment for all services under this agreement exceed \$1000.00 unless mutually agree upon in writing by the City and Contractor.
7. ADA Compliance: The Contractor represents and certifies to City that contractor and its contracts and programs are in full compliance with the Americans with Disabilities Act (ADA) of 1990.
8. Hold Harmless: Contractor agrees to save and hold harmless the City, its officers, agents and employees and City agrees to save and hold harmless contractor, its officers, agent, and employees from any and all damage and liability of every nature, including all costs of defending any claim, caused by or arising out of the negligence or wrong doing of the other. City shall not be liable for acts of Contractor in performing services described herein.
9. Interest of Contractor: 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 Contractor shall be deemed to be an independent contractor and Contractor is not authorized to bind the City to any contracts or other obligations in executing this Agreement. Contractor certifies that no one who has or will have and financial interest under this agreement is an officer or employee of City.
10. 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.

11. Insurance: The Contractor agrees to provide the City with a photocopy of required insurance coverage as indicated in this agreement. The Contractor further agrees that the insurance policy will remain valid during the term of the contract.

Insurance waived Yes  No

12. Termination: This Agreement may be terminated by City upon ten (10) day written notice to Contractor. Moneys then owed based upon work satisfactorily accomplished shall be paid to the Contractor. It is understood that this offer in no way constitutes a guarantee of similar terms in future contracts.


13. Agreement includes supplemental information attached Yes  No

The Agreement supplement may include scope of work, performance riders, stage plots, etc.

The Contractor shall complete the services herein described or forfeit the right to claim any part of the compensation to which Contractor would otherwise be entitled under this Agreement.

The Contractor 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.

### Un-Scripted Theater Company

Name of Contractor  
 3/28/18  
Contractor's signature Date  
on behalf of Un-Scripted Theater Company

Phone: cell: 510-919-9377

E-mail: susie@un-scripted.com

Address: 533 Sutter St,

City/Zip: San Francisco, CA 94102

IRS/Social Security Number\*: 73-1669795  
\*must match information on W-9 on file with City


### Matthew L. Milde

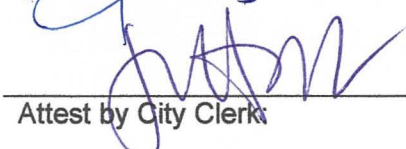
Project Manager  
 4/10/18  
Project Manager's signature Date

Phone: 650-330-223

E-Mail: mlmilde@menlopark.org

Department: Community Services

 4/19/18  
Department Head: Date

 4/19/18  
Attest by City Clerk: Date

## **Exhibit A**

**CITY:** City of Menlo Park

**EVENT:** Performing Arts Center Event  
Comedic Family & Friends Fun Night

**FIRST PARTY:** Un-Scripted Theater Company

**VENDOR NUMBER:** N/A

**ADDRESS:** 533 Sutter St  
San Francisco, CA 94102

**SERVICE DESCRIPTION:** FIRST PARTY to provide four (4) improvisational performers, one (1) musician, and one (1) keyboard for a one (1) hour performance from 7:00 pm - 8:00 pm. The CITY will provide the stage, five (5) chairs, four (4) headsets, two (2) handheld mics, and one (1) audio contractor to plug in keyboard into sound system.

**DELIVERY DATE:** Wednesday, May 2, 2018

**DELIVERY TIME:** 6:30 pm - 8:00 pm (Event Time)

**DELIVERY LOCATION:** Menlo-Atherton Performing Arts Center  
555 Middlefield Rd, Atherton, CA 94027

**PAYMENT SCHEDULE:** \$1000.00 (after delivery)

**ADDITIONAL DOCUMENTS:** N/A

**EXHIBIT PREPARED BY:** Marcus Quisol, Recreational Specialist

**DATE:** Tuesday, March 6, 2018

**NOTES:**