



## 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 Cashion Cultural Legacy 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: Provide a performance of Mexican folklorico dance
2. Date/Term of services: Saturday May 13th
3. Locations where services will be provided: Belle Haven Youth Center 100 Terminal Ave
4. Contractor to provide the following: Cashion Cultural Legacy
5. City to provide the following: Payment of \$400
6. The following shall be the terms of payment to the Contractor for services rendered:  
30 minute performance split into 3 segments between Lupenos adult and youth groups
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.

CASHION CULTURAL LEGACY  
Name of Contractor  
TONY FERRIGNO, MANAGING DIRECTOR  
Contractor's signature [Signature] Date 3/23/2017  
Project Manager Rondell Howard  
Project Manager's signature [Signature] Date 4/11/17

Phone:   
E-mail:   
Address:   
City/Zip: 

Phone: (650) 330-2297  
E-Mail: RHoward@menlopark  
Department: CSO

IRS/Social Security Number\*: 93-1203502  
\*must match information on W-9 on file with City

Department Head: [Signature] Date 4/11/17  
Ass. to Director Cherise Brundage  
Attest by City Clerk: [Signature] Date

FED TAX ID



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## Letter of Agreement

This Letter of Agreement ("Agreement"), made on March 8, 2017, represents the complete terms and conditions between **Los Lupeños de San José**, a program of the **Cashion Cultural Legacy** (hereinafter called "Artist"), and the City of Menlo Park (hereinafter called the "Client").

### I. Performance Parameters - Artist

Artist agrees to provide a performance of Mexican *folklórico* dance within the following parameters:

**Performance Event:** Belle Haven Community Fair (Spring Festival)

**Performance Date:** Saturday, May 13, 2017 \_\_\_\_\_

**Performance Start Time:** 1:00pm \_\_\_\_\_

*Performers will begin at the start time excepting revised agreement by Artist and Client.*

**Performance Length:** 30 minutes total in 3 segments split between Lupeños adult and youth groups (similar to performance in 2016) \_\_\_\_\_

*Performers will leave directly after services are rendered and full payment is received.*

**Performance Location:** Belle Haven Elementary School, 415 Ivy Dr, Menlo Park, CA 94025 \_\_\_\_\_

*Performers will arrive at location as described by the Client.*

**Performance Contact:** Todd Gaviglio (principal) [tgaviglio@ravenswoodschools.org](mailto:tgaviglio@ravenswoodschools.org)

**Contract:** Rondell Howard, City of Menlo Park [RDHoward@menlopark.org](mailto:RDHoward@menlopark.org) 650-330-2297 \_\_\_\_\_

- Artist will supply music on CD – to be played by client-contracted DJ
- Artist will supply music on via MP3 player – to be played on client sound system
- Artist will supply music and portable sound system

### II. Performance Parameters- Client

Client shall provide:

**1) Performance Fee - payment in the amount of \$ 400.00.**

To secure the performance identified in Section I of this Agreement, the client agrees to pay a deposit of HALF OF THE REQUIRED FEE. The Client understands that there will be no refund of deposit in case of cancelation. Please make the deposit payment payable to **Cashion Cultural Legacy** and mail it to: **PO Box 611201, San José, CA 95161-1201**

The remaining balance of payment is due upon completion of the performance. Client agrees to pay the Artist in a timely manner once services have been rendered. For every 30 minutes that performers are made to wait for payment after the show, the Client can be billed an additional \$50. (i.e.: 1 hour of total waiting = \$100). It is desirable to have the payment ready before the event starts (i.e.: cash is counted and in an envelope, check is written out payable to Cashion Cultural Legacy). We understand that the Client will be busy at the event and may not personally be available to pay the performers. If the Client



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leaves payment with a third party (i.e.: wedding planner, DJ, etc), Client still will be held responsible for any delays in payment.

Services performed in excess of the aforementioned shall be negotiated and incorporated by an addendum to this Agreement. All costs, fees, expenses and taxes not related to the services discussed in this Agreement, shall be the responsibility of the Client.

### 2) A safe and adequate space for the performance.

This includes a floor or stage space that is free of broken glass, spilled liquids, debris, obstructions or other hazardous objects. If the performers deem the environment unsafe for the above reasons, they may leave without rendering services. In that case, the Client will still be responsible for paying the full amount listed above.

Dimensions & Shape of Performance Space: **at minimum a 30' wide x 20' deep square space cleared for the performance** \_\_\_\_\_

Surface of Performance Space (wood is preferred): **cement (per client)** \_\_\_\_\_

### 3) An adequate sound system with CD player and/or MP3 player (such as iPod) connection capabilities.

The sound system is an important part of the show and should be tested prior to the arrival of the performers. In case that you require Los Lupeños to provide a portable sound system, an additional fee of \$100.00 will be added to the performance fee.

### 4) A dressing room area closed-off from the public large enough for 16 performers – It is recommended that the dressing room be near the area where the presentation will take place to ensure a smooth program in accordance with the time frame requested. A restroom is not suitable accommodation for the wardrobe and performers.

### 5) Water for performers (bottled or filtered is preferable)

## III. Rights

Artist or Client reserves the right to re-negotiate and/or void this contract in writing 15 days prior to the date of the performance. The Artist reserves the right to re-negotiate and/or void this contract if Client changes the scope of services set forth in this contract in such a way that services cannot be performed within the parameters established in Sections I and II of this Agreement.

## IV. Cancellations

Client reserves the right to cancel this agreement, without prior notice, in the event of labor dispute, civil unrest, natural disaster, equipment failure, power outage, epidemic, threat or act of terrorism, any conditions which compromise health and safety, or any circumstances beyond the control of the Client.



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#### V. Signatures

The parties, by their signature and date, agree to the foregoing warrant and represent they have legal binding authority to enter in this Agreement on behalf of themselves and as representatives of others. In the latter case, Client, at its option, may require a copy of such written authorization to execute and enter into this Agreement as a condition precedent.

This document contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement may be modified or amended in writing, if the revised document is signed by the party obligated under the amendment.

Any signed document transmitted by email shall be considered an original document and shall have the binding and legal effect of an original document. The signature of any party upon emailed document shall be considered an original signature.

Client:

By: 

Print Name: Rondell Howard

Date: 3/23/2017

Artist:

By: 

Print Name: Tony Ferrigno

Managing Director, Cashion Cultural Legacy & Los Lupeños de San José

Date: 3/8/2017

**Sign and return agreement & half-payment to:**  
**Cashion Cultural Legacy, PO Box 611201, San José, CA 95161-1201**

Questions?

Email: [tony@cashionculturallegacy.org](mailto:tony@cashionculturallegacy.org)

Call: 408-372-2893