

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 Lori Moitie dba Cotton Candy Express Music 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: Musical variety show for kids.
2. Date/Term of services: Wednesday July 26, 2017
3. Locations where services will be provided: Belle Haven Center
4. Contractor to provide the following: MUSIC + PROPS
5. City to provide the following: PAYMENT
6. The following shall be the terms of payment to the Contractor for services rendered: UPON Receipt
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.

Lori Moitie

Name of Contractor

Lori Moitie

Contractor's signature

6-6-17

Date

Phone: 510-886-4934

E-mail: lori@kidsgrave.com

Address: 25426 Bunker Hill Blvd.

City/Zip: Hayward, CA 94542

IRS/Social Security Number*:

*must match information on W-9 on file with City

EIN: 71-1023873

NATALIA JONES

Project Manager

[Signature]

Project Manager's signature

6/17/17

Date

Phone: (510) 330 2271

E-Mail: NATONAS@MENLOPARK.ORG

Department: CSD

Department Head:

Date

[Signature] DEPT

Attest by City Clerk:

6/14/17

Date