

# SERVICES AGREEMENT

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



Agreement #: 002627

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

THIS AGREEMENT made and entered into at Menlo Park, California, this 2 day of Dec, 2019, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and HAPPILY EVER LAUGHTER, 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:  
Balloon artist for two hours for egg hunt at Kelly Park

**2. AGREEMENT TERM**

The term of this agreement shall be from April 20, 2019 to April 20, 2019 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 located at 701 Laurel Street, Menlo Park, CA 94025.

FIRST PARTY to provide egg hunt event, including a juggling show and walk-around entertainment.

CITY to provide stage and audio.

**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 \$655 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:**

Kit Inkberry  
Signature

Kit Inkberry  
Printed Name

(831) 346-1196  
Phone

findthemagic@happilyever  
E-mail

01/18/19  
Date

1205 Pacific Ave, Ste 301  
Address

Santa Cruz, CA 95060  
City/State/Zip

27-2379124  
Tax ID/IRS/Social Security Number\*

\*must match information on W-9 on file with CITY

**FOR CITY OF MENLO PARK:**

Mayra Lombera  
Mayra Lombera, Recreation Coordinator

650-330-2223  
Phone

mlombera@menlopark.org  
Email

Derek Schweigart  
Derek Schweigart, Community Services Director

2/25/19  
Date

Community Services  
Department

4/2/19  
Date

**ATTEST:**

Judi A. Herren  
Judi A. Herren, City Clerk

4/5/19  
Date

Invoice Date: Fri, 1/11/19  
 SecreFaerie: Nearly  
 Client Name: Mayra  
 Party Passcode: 150497  
 Event Date: Sat, 4/20/19  
 Location: Menlo Park  
 # of Children: 100  
 (estimated)  
 Code Value: \$0

# Happily Ever Laughter

1205 Pacific Avenue, Suite 301, Santa Cruz, Ca 95060  
 FindTheMagic@HappilyEverLaughter.com ~ 831-346-1196

Character	Time	Hours	Activity Plan
Easter Faerie	10:00 PM	2	Magic Show (Lead), Parachute Games, Roaming with Puppets
Easter Faerie	10:00 PM	2	Magic Show (Assist), Parachute Games, Roaming with Puppets

## Order Summary

Total Performers

2

Total Performance Hours

4

Base Rate \$680

Parking + \$0

Multiple Performer Discount - \$25

Other - \$0

Subtotal \$655

Cancellation Insurance + \$0

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

**Grand Total \$655**



## Terms & Conditions

### Number Of Children

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

**100**

*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 cancellation insurance (\$25 per performer) is added to your deposit. (option available upon checkout) The cancellation insurance is \* only \* available at the time that the deposit is placed.

## Payment Summary

Deposit Paid

**\$340**

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

Final Balance Owed

**\$315**

*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

**\$340**

Deposit Paid

01-11-19

\$340

Cancellation Insurance Paid

0-0-00

\$0

(optional)

Final Balance Paid

0-0-00

\$0



# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <p style="text-align: center; font-size: 1.2em;">Happily Ever Laughter</p>	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>2</b> Business name/disregarded entity name, if different from above	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	<input type="checkbox"/> S Corporation
<input type="checkbox"/> Other (see instructions) ▶	<input type="checkbox"/> Partnership
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <p style="text-align: center; font-size: 1.1em;">1205 Pacific Ave Suite 301</p>	<b>6</b> City, state, and ZIP code <p style="text-align: center; font-size: 1.1em;">Santa Cruz Ca 95060</p>
<b>7</b> List account number(s) here (optional)	Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
or									
<b>Employer identification number</b>									
2	7	-	2	3	7	9	1	2	4

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ▶

Date ▶ 01 / 11 / 2019

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.