

SERVICES AGREEMENT

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



Agreement #: 002687

AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND BAY AREA JUMP (in the amount \$1,000 or less)

THIS AGREEMENT made and entered into at Menlo Park, California, this 10 day of June, 2019, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and BAY AREA JUMP, 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:
Nine hole inflatable golf game as well as a generator with two outlets for block party.

2. AGREEMENT TERM

The term of this agreement shall be from June 12, 2019 to June 12, 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 Santa Cruz Ave in Downtown Menlo Park, CA.

FIRST PARTY to provide nine hole inflatable golf game and generator.

CITY to provide designated vendor space.

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 \$741.84 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:



Signature

Zelma Mayes
Printed Name

800 - 514 - 5867
Phone

bzyarejump@yahoo.com
E-mail

6/7/19
Date

[Redacted]
Address

[Redacted]
City/State/Zip

FOR CITY OF MENLO PARK:



Mayra Lombera, Recreation Coordinator

650-330-2223
Phone

mlombera@menlopark.org
Email


Derek Schweigart, Community Services Director

6/10/19
Date

Community Services
Department

6/10/19
Date

ATTEST:


Judi A. Herren, City Clerk

6/11/19
Date

Invoice/Receipt
Order # 138566



Bay Area Jump

P.O. Box 442

Important Information - Please Read Below!

San Leandro, CA 94577

(800) 514-5867

www.bayareajump.com

06/12/2019 04:30pm, 06/12/2019 08:00pm

City of Menlo Park

Oscar Hernandez



Santa Cruz Ave

Menlo Park, CA 94025

OIOchoa@menlopark.org

650-330-2214/650-330-2228

Customer Comments: Event Starts at 5:30- this order goes with trackless train
133523 Paying with check day of delivery

Wed, Jun 12 4:30 - 8:00 pm	
	Nine Hole Inflatable Putt Putt Golf Game \$649.00 x 1 = \$649.00
	Late Night Pick Up Fee \$30.00 x 1 = \$30.00
SubTotal \$679.00	

Coupon: nonprofit	-\$64.90	\$614.10
Damage Waiver - Yes	\$40.89	\$654.99
Travel Fee for Menlo Park	\$5.00	\$659.99

Total \$659.99

Deposit Required \$66.00

Due \$659.99

Order Placed By: **Tina Botkin**

[Click here to view contract](#)

THIS CONFIRMATION EMAIL MEANS THAT WE HAVE YOUR ORDER IN OUR SYSTEM AND YES WE WILL DELIVER IT ON THE DATE YOU BOOKED. IF THERE IS ANYTHING INCORRECT ON THIS INVOICE MAKE SURE YOU CALL OUR OFFICE AT (800) 514-5867 ASAP. ALL DEPOSITS WILL BE AUTOMATICALLY DEDUCTED FROM THE TOTAL COST OF THE ORDER.

A few tips and reminders: (PLEASE READ BELOW)

- 1) We accept cash, and most credit cards. If paying with cash, please note that our drivers don't carry change. Cash Payments are due at time of set up. Credit Cards will be charged a few days prior to the event.
- 2) We can set up on most surfaces but **not sharp rocks of any kind**. Please call us if you are unsure.
- 3) All inflatable units **MUST** be staked in the ground or tied off for safety. If this is not possible, you will need to park vehicles around the unit so it can be secured so the unit doesn't move.
- 4) Please call as early as possible if you need to cancel for weather or any other reason. Once we've set up, we do not give refunds for any reason including weather. Please see the FAQ and Policies pages on our web site.

5) If your event will be at a park. Please tell us. It affects our scheduling. You will need to either provide electricity within 50' or rent a generator which we can provide at an additional cost.

6) The Driver may arrive as early as 8:00 AM to deliver your unit. If you have other plans during the day prior to delivery, make sure you call our office at (800) 514-5867 to set up the delivery times. If your party is at a park we normally will arrive one hour window up to the start time of party.

We want your party to go as smoothly as possible. Please call (800) 514-5867 if you have any questions. Thanks!