

PROFESSIONAL SERVICES AGREEMENT

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



Agreement #: 2827
AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND BOMBHELL ENTERTAINMENT SERVICES (in the amount \$1,000 or less)
<p>THIS AGREEMENT made and entered into at Menlo Park, California, this <u>11/6/2019</u>, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and BOMBHELL ENTERTAINMENT SERVICES, hereinafter referred to as "FIRST PARTY."</p> <p>NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND CONDITIONS of each of the parties hereto, it is hereby agreed as follows:</p>
1. SERVICES TO BE PERFORMED BY FIRST PARTY
<p>In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform the following services for the CITY: Two performers for entertainment for two hours from 5:30 p.m. to 7:30 p.m. at Fremont Park, Menlo Park, CA.</p>
2. AGREEMENT TERM
<p>The term of this agreement shall be from December 6, 2019 to December 6, 2019 unless mutually agreed upon by CITY and FIRST PARTY in writing.</p>
3. LOCATION AND PROVISIONS
<p>Location(s) where services are to be provided is/are Fremont Park.</p> <p>FIRST PARTY to provide Two entertainers for two hours.</p> <p>CITY to provide location.</p>
4. COMPENSATION AND PAYMENT
<p>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 payment upon event. In no event shall total payment for all services under this agreement exceed \$632.50 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.</p>

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:

DocuSigned by:

DC30BC0F787C482...
Signature

Cynthia Rayo
Printed Name

707-653-1025
Phone

cyn@besbayarea.com
E-mail

11/6/2019
Date

500 Bonita Ct.
Address
Vallejo, CA 94591
City/State/Zip

FOR CITY OF MENLO PARK:

DocuSigned by:

A3D9D29272DE404...

Mayra Lombera, Recreation Coordinator
650-330-2223
Phone

mlombera@menlopark.org
Email

11/6/2019
Date
Community Services
Department

DocuSigned by:

7EE7621DEB514F1...

Todd Zeo, Recreation Supervisor

11/6/2019
Date

ATTEST:

DocuSigned by:

39280A20D0BE491...

Judi A. Herren, City Clerk

11/6/2019
Date



Bombshell Entertainment Services

 **\$100.00 Paid**

We have emailed a copy of your receipt to mlombera@menlopark.org.
Your shipping address has been saved for this invoice.

Ship To

Mayra Lombera
701 Laurel Street
Menlo Park, California, CA 94025

Fairy Holiday Entertainment - Dec. 6th 2019

Invoice #0237
September 18, 2019

Bill To

Mayra Lombera
City of Menlo Park
mlombera@menlopark.org
600 Alma St.
Menlo Park, CA 94025

Additional Recipients

cyn@besbayarea.com, info@bombshellentertainmentservices.com

[Download Invoice PDF](#)

Total Paid	Amount Remaining
\$100.00	\$532.50

Terms and Conditions:

We appreciate your business. Invoice due upon receipt. Deposit is non-refundable and will be required to secure service date and time. Once deposit is received, you will receive a booking confirmation email that follows confirming your booking arrangement.

Deposits and Balances:

Remaining balance due directly to the entertainer on the day of the event, unless otherwise specified in writing. If service is paid in full, deposit is non-refundable. In the event you must cancel or reschedule your entertainment, the remaining portion less the deposit plus 50% of the booking is non-refundable and may be transferred or refunded upon your request via check within 5-7 business days of refund request. We do not refund for services rendered regardless of the circumstances. If you are unsatisfied with the artwork or service matched to you by

Bombshell Entertainment Services, we will work out a reasonable solution to satisfy both parties. If there are any outstanding balances not paid as part of this agreement, client agrees to pay 10% of total service as a late fee for every 30 days unpaid.

Subject to Availability:

Character/entertainer/artist is subject to availability and in the event of an emergency, illness or uncontrollable circumstance, Bombshell Entertainment Services will locate a professional, qualified character entertainer or artist with equal or exceptional talent in place for your event.

Overtime and Additional Terms:

Your payment and confirmation of services is acknowledgement you have agreed to our terms written here and on the terms and conditions listed here and on our website. You agree that if the performer or entertainer exceeds the service time arranged due to an inaccurate number of guests reported or if you choose to keep the entertainer beyond the scheduled end time, you consent to have your credit card charged at \$50 for each extra 30 minutes added to the original booking. If credit card is not on file, you agree to pay any overtime or extra services at the event directly to the entertainer. Please note our entertainers and artists come prepared to entertain per our service agreement as outlined in this invoice. In the event your guests are not interested in the performance or entertainment, you the client still agree to pay the services due in full. Entertainers and artists will inform you the client if a guest or guests are unruly, abusive or create unsafe working conditions during their service time. We have a strict policy to cease entertainment service in the event our performers or artists are injured either accidentally or purposely by a guest at the event. If you have booked a mascot entertainer, you agree to supply a room or area away from guests for costuming adjustments, changes and breaks. Mascot entertainers require a minimum 10 minute break every 30 minutes into service entertainment. Costumed Character entertainers are required to receive a minimum 10 minute break for every 1 hour of service entertainment. Your deposit and signature on this invoice is your confirmation of services and that you agree to the terms outlined in this agreement. Thank you!

Fairy "LED" Entertainer	\$650.00
(\$325.00 ea.) x 2	
<i>Dec. 6th, 2019</i>	
<i>5:30pm-7:30pm</i>	
Bombshell Entertainment Services Booking and Processing Fee	\$32.50
Non-refundable @5%	
@5% of total booking	
Special Discount	-\$50.00
Subtotal	\$632.50
Total	\$632.50
Deposit	\$100.00
Paid • Due on Sep 17, 2019	
Balance	\$532.50
Unpaid • Due on Oct 17, 2019	

Payments

\$100.00 on 09/18/2019 (Visa 5015)

Bombshell Entertainment Services

+1 (707) 980-5125