

James E. Mahler, Jr. d/b/a DJ Jimmy Jam
Service Agreement

Tax ID: 200-48-7953

Insurance Binder ID: Q291800741

Insurance Company: Erie Insurance

This AGREEMENT is made by and between the party listed below (hereinafter referred to as the "Client") and ***James E. Mahler, Jr., d/b/a DJ Jimmy Jam***

Contact Person	
Name:	Address:
Home Phone:	City:
Cell Phone:	State:
Work Phone:	Zip Code:
Email Address:	
Event Details	
Type of Event:	Date:
Assigned Employee:	Set Up Time:
Services: Description of Package	Starting Time:
Add-ons: Wedding Ceremony, Uplighting ,	Ending Time:
Location of Event	
Name:	Address:
Contact Person:	City:
Email:	State:
	Zip Code:

The Client hereby agrees to pay to ***James E. Mahler, Jr. d/b/a DJ Jimmy Jam*** for his services in accordance with ***James E. Mahler, Jr. d/b/a DJ Jimmy Jam's*** customary Schedule of Rates, attached hereto and incorporated herein by reference. Based on the information submitted by Client and said Schedule of Rates, the charges for the services to be rendered hereunder are:

Pricing and Fee	
Base Cost: \$	Total Fee: \$
OT Rate/HR: \$100.00	Non Refundable Deposit Fee*: \$200.00
Add-ons: \$	Balance: \$

Client agrees to pay, upon signing this Agreement, a NON-REFUNDABLE DEPOSIT of \$200.00. The Total Amount Due of the balance twenty-one (21) days before agreed date. Overtime rate of \$100.00 per hour of time after agreed time.

PERFORMANCE Client does hereby agree, as a condition precedent to the James E. Mahler, Jr. d/b/a DJ Jimmy Jams' performance here-under, to provide:

a. A minimum of two (2) six (6) foot long tables near a suitable electrical outlet; at least one (1) eight (8) foot table is preferred and the outlets should be split on two separate breaker switches if possible.

b. Three-hour (minimum) prior access to the Location of Event; and one hour and thirty minute minimum departure time.

c. A signed copy of this Agreement, together with payment NON-REFUNDABLE DEPOSIT of \$200.00. Acceptable forms of payment include the following:

1. Check-payable to James E. Mahler Jr., mailed to 3193 Marietta Avenue, Lancaster, PA 17601. Personal Checks used for deposit MUST clear to fully secure date. Returned checks will attract a fee of \$35.

2. If balance is due, balance to be paid in check, Official Bank Check, cash, credit or debit card.

3. Credit card or debit card via telephone, in person or by processing on my website. Credit and Debit Card Transactions will attract a handling fee of \$3.0% for each transaction. If the entire amount is paid in full at the time of the Contract the 3% handling fee is waived as a one (1) time courtesy.

This Agreement, together with the Additional Terms and Conditions attached hereto constitute the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersede all prior understanding and agreements, whether written or oral, with respect to the subject matter hereof. This Agreement may be amended only by a written instrument executed by the parties hereto.

Client Signature: _____

Date: _____

James E. Mahler, Jr. d/b/a DJ Jimmy Jam

Date: _____

Gratuity is not included. Tipping is accepted and appreciated.

ADDITIONAL TERMS AND CONDITIONS

1. This Agreement shall only become binding upon **James E. Mahler, Jr. d/b/a DJ Jimmy Jams'** receipt of a signed copy of this Agreement together with payment of the full Deposit at least seven (7) days of mailed contract. Prior to receipt of the signed copy of this Agreement, and payment of the full Deposit, **James E. Mahler, Jr. d/b/a DJ Jimmy Jam** is not under any obligation to hold the date of Event open for the Client.
2. Unless otherwise specified herein, **James E. Mahler, Jr. d/b/a DJ Jimmy Jam** shall retain Client's Deposit as a reasonable estimation of its cost of doing business hereunder if this Agreement is not performed for any reason, including, but not limited to, the following circumstances: a. The Client cancelling this Agreement; b. The Client's failure to complete all the conditions precedent to **James E. Mahler, Jr. d/b/a DJ Jimmy Jams'** obligations, as specified in this Agreement; c. **James E. Mahler, Jr. d/b/a DJ Jimmy Jams'** inability to perform hereunder if its performance is impeded by matters outside of its control, including, but not limited to, fire, casualty, acts of God, local, state or federal regulations, inadequate crowd control or protection from environmental conditions.
3. In the event the Client cancels the Event, but requests **James E. Mahler, Jr. d/b/a DJ Jimmy Jams'** services for a different date (a "Rescheduled Date"), the parties shall enter into a new Agreement for the Rescheduled Date. **James E. Mahler, Jr. d/b/a DJ Jimmy Jam** reserves the right to apply Client's previously paid Deposit to the Rescheduled Date, and Client agrees to pay any additional Deposit due at that time.
4. **James E. Mahler, Jr. d/b/a DJ Jimmy Jam** does not provide any warranties or guarantees with respect to its performance hereunder and none should be implied by Client, or by law.
5. The Client agrees to be fully responsible for any loss or damage suffered by **James E. Mahler, Jr. d/b/a DJ Jimmy Jam** to his equipment, representatives or otherwise during the performance, including, but not limited to, damage as a result of improper crowd control, negligent or willful misconduct by the Client's guests or exposure to environmental elements.
6. If Client fails to pay the full amount due prior to the Event, interest shall accrue beginning on the Event Date at a rate of one and one-half percent (1.5%) monthly on all outstanding balances until full payment is received. In the event **James E. Mahler, Jr. d/b/a DJ Jimmy Jam** must commence collection procedures, Client shall pay the costs and expenses of the same, including, but not limited to, reasonable attorney's fees.
7. Client shall provide to all **James E. Mahler, Jr. d/b/a DJ Jimmy Jam** representatives in attendance at the Event meals, if meals are being served at the Event, unless otherwise agreed upon by the parties, in advance.
8. **James E. Mahler, Jr. d/b/a DJ Jimmy Jam** herein reserves the right to utilize photographs, video recordings, audio or other media documentation of the Event for purposes of its own marketing on its website and promotional paraphernalia and the Client herein expressly authorizes any such activities by **James E. Mahler, Jr. d/b/a DJ Jimmy Jam**.