## **Client Contractual Agreement**



MAKEUP BY MARI, LLC www.makeupbymari.com 832.763.9764

## **POLICIES & TERMS**

THIS CONTRACT is entered into, and is effective, on and from	(the "Effective Date")
and forms the entire agreement between	(the " <b>Client</b> ") and Makeup by Mari (the
"Company").	

**BOOKINGS:** On or before the Effective Date, Client shall pay Company, as prepayment for the provision of the services by Company and to reserve the Date(s) of Makeup Application forty percent (40%) of the total Amount Due (the "**Pre-Payment Amount**"). Payment of the Pre-Payment Amount is non-refundable and non-transferable. For the avoidance of doubt, Date(s) of Makeup Application will only be reserved upon receipt of the Pre-Payment Amount.

**BOOKING TIMES:** The Client and Company shall agree the start and end time of each makeup application. If the makeup application time exceeds that agreed by Client and Company, any additional time required will only be performed at the discretion of the makeup artist, and may result in additional cost to Client. All Client(s) involved in makeup appointments need to be available at the scheduled time of said appointment. All makeup for more than one (1) person must be at the same location and consecutive in time (complete list attached with no gaps in between).

**CANCELLATION:** All retainers paid by client will be not be refunded, including the Pre-Payment Amount.

**SERVICE LOCATION AND REQUIREMENTS:** Location of service for the day-of-event will be at the discretion of the client, but there are certain requirements the makeup artist needs to complete the makeup. A "set up" table/work area needs to be made available for the makeup artist at said location. Working electrical outlets must also be made available for use by makeup artist.

**PARKING FEES:** Where parking, valet or toll fees may be incurred; the amount will be included with the final bill and due for payment on the day of the event.

**LIABILITY:** All brushes and makeup products are kept sanitary and are sanitized between every makeup application. Any skin condition should be reported by Client to the makeup artist prior to application and, if requested by Client, a sample test of makeup may be performed on the skin to test for any adverse reaction. Client(s) agree to defend, release and hold harmless Company, as well a Company's owners, employees and agents from all claims, costs and liability resulting from or in connection with the provision of services contemplated by this Contract (including use of images).

**PAYMENT:** The final balance due in immediately available funds, at least seven (7) days before Date of Makeup Application. Forms of payment accepted are cash, credit card, PayPal, or check made payable to Company.

**USE OF IMAGE**: Company may use on its website - and / or in any brochure, flyer or other advertising material - any and all photographs, video, audio, and any other digitally or chemically stored media that is captured or recorded by Company and any and all of its representatives or agents. Client(s)

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agrees to provide Company with the name and contact information of professional photographers and / or videographers used for recording any event for which Company has been contracted to do makeup. Client(s) agree to procure that said photographer / videographer provide Company with a perpetual royalty free license to use all photographs and recordings from such event, and hereby agrees to defend, indemnify and hold harmless Company from any claim made by a photographer / videographer in connection with Company's use on any such photographs or recordings.

**GOVERNING LAW**: This Contract is governed by the laws of the State of Texas.

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CLIENT'S NAME: (please print) CLIENT'S SIGNATURE: BIRTHDATE: ALLERGIES: RETAINER: DATE OF MAKEUP APPLICATION: AMOUNT DUE: TODAY'S DATE: MAKEUP ARTIST SIGNATURE:
List of Clients:  1
Start time: PM Finish Time: PM (40 minutes per client needed for full face of makeup)  Total:  Deposit:  Remaining: