

Sparkles

Face & Body Designs, LLC ("Artist")
P.O. Box 319 Highland Falls, NY 10928
Phone: (845) 977-0483 Fax: (888)249-0567

Invoice and Service Agreement for Face Painting Services

Client Information:

Client Name: _____	How did you hear about us? _____
Address: _____	_____
_____	Birthday Club Member? Yes [] No []
Home Phone: (____) _____	Cell Phone: (____) _____ Email: _____
Fax #: (____) _____	Contact Number Day of Event: (____) _____

Event Information:

Event Date: _____	Day of the Week: _____
Indoor or outdoor? _____	Party Start Time: _____ am/pm
Party Location: _____	Artist Time: _____ to _____
_____	Face Paint [] Tattoo [] Photo Favors [] (check all that apply)
Type of Event: _____	Set Up Area: _____ (i.e. Living room)
Theme: _____	Dress Code: _____
	(Artist will dress appropriate to event)
Parking at Event: _____	
(If permit or passes are required it must be mailed before the day of the event)	

Event Attendees Information:

Age range of attendees at event: _____	Number of Attendees: _____
	(10 full faces paintings/12 tattoos an hour)
Guest of Honor (name & age): _____	
Any Special Face Painting Requests or Color Preferences? _____	

Fees: (enter coupon code, if applicable, and we will complete the rest and return a copy to you)

Package:	Face Painting _____	Tattoo _____	Deluxe Package _____
\$ _____	Package / Number of hours: _____		
\$ _____	Add-on Package / Number of hours: _____	(Tattoo Add-on: _____ Photo Favor Add-on: _____)	
\$ _____	Subtotal		
- _____	Discount/Coupon Code: _____		
\$ _____	Tax		
_____	Total Fee		
_____	\$50 Deposit Required		
_____	Balance Due at Event		

*Note: A full half hour charge will apply to any portion of a half hour, for each extra 1-30 minute time period.

Client agrees to pay the full amount due under this contract, even if Client actually uses Artist for less time than contracted for. The \$50 deposit is not refundable, should Client for any reason cancel or postpone the contracted day or time period. However, in case of postponement, Sparkles Face & Body Designs will work with you to accommodate an alternate date although you may not receive your first alternate choice based on the Artist's prior commitments. The deposit may be paid with a check (payable to: Sparkles Face & Body Designs). Balance of \$ _____ is due upon Artist's arrival, in CASH

Booking Date: The time slot will not be reserved for Client until the deposit is paid and the agreement is signed. Faxed or emailed signed agreements will hold booking date for five (5) days to allow mailing time for deposit. If the deposit is not received within five (5) days of receipt of a signed contract agreement, the contact agreement is null and void.

Should Artist be unable to perform its contracted services for any reason whatsoever, Artist will make its best efforts to obtain a suitable and equivalent replacement. Should Artist be unable to perform or to find such a replacement, the deposit and any amounts paid by the Client under this contract agreement, will be refunded, with the exception of any special supplies purchased for the Client, at the Client's request, in which case the cost of the special items purchased will be deducted from the amount refunded and the specialty items will be available for the client to pick up from the Artist.

Overtime: Any time beyond the time booked will cost **\$100.00 per hour**, or **\$60 per half hour**, with a full half hour charge being due for each 1-30 minutes of overtime. However, only booked times with deposits are guaranteed, additional time on day of event may not be available, although Artist will attempt to accommodate requests for additional paid time.

Breaks: Artist will be provided with paid breaks of 5-10 minutes for every two hours of contracted time.

Returned Checks: There will be a \$30 fee for returned checks, plus the amount of the check and all costs involved in enforcing payment of the debt owed.

Parking: Artist will be provided with either a space open in front of the house on the street, or in the driveway, when the facility where services are provided are in the Client's home, or in a parking spot next to the commercial facility entrance door, when the services are provided in other than the Client's home. Parking near the place services are provided is necessary to enable the Artist to unload its equipment. The Client will reimburse Artist for any parking fees or fines incurred while the Artist is providing its contract agreement services to the Client.

Limitations On Artwork: Artist will not paint on any part of the body that is not legal to expose, or anyplace she does not feel comfortable painting. Artist will not paint any design or wording that is obscene, offensive or defies good taste. Artist may refuse to paint any symbols or other illustrations that are commonly attributed to "gang" or other illegal group affiliations. Artist will not paint copyrighted characters or any designs Artist is not comfortable painting.

Extreme Adverse Working Conditions: Artist has the right to cease painting and leave without refunding any monies if there are extreme adverse working conditions and the Client fails to remedy the situation after it has been brought to the Client's attention. Adverse conditions included but not limited to: destructive, violent, or extreme; inappropriate behavior of a child or adult; illegal activities; dangerous weather or work environment conditions; dangerous conditions in general. Our company will not cancel but we will agree to a rain date if discussed TWO days before day of event.

Liability Statement: Artist is not liable for any parties' allergic reactions to paints. Only FDA compliant paints and cosmetic grade glitters are used for face painting. Latex-free cosmetic grade adhesive and cosmetic grade glitters, powders and shimmers are used for tattoos. Children with skin allergies or sensitive skin should either not participate, or have Artist perform a patch test at the beginning of the party. It is the Client's responsibility to determine if any of the participants have a relevant allergy or allergies and to advise the Artist of any such allergy or allergies, prior to the Artist's provision of services to the Client. If the Client does not provide the Artist with a written disclosure of parties with a specific relevant allergy, as provided herein, then the Client will assume responsibility for any subsequent allergic reactions with may occur. For safety reasons, **Artist will not paint children under 2 years old.** For sanitary reasons, Artist will not paint anyone who is or appears to be sick or suffering from: cold sores; conjunctivitis; any infectious skin condition; eczema or open wounds. Artist will use reasonable care, but is not responsible for damage to clothing or property. The Client agrees to pay for any accidents or injuries caused by pets or guests, and/or any damage to Artist's equipment or supplies caused by pets or guests.

Artist will not supervise children. The behavior and safety of all children and adults is the Client's and/or Parents' responsibility, and not the Artist's. Artist cannot see other children and what they are doing while she is painting.

Artist agrees to provide services of general face painting using only FDA complaint products on said contract agreement dates, with acceptance and timely payment of \$50 deposit. Artist also agrees that a liability insurance policy is in full force and effect and will provide a current insurance certificate upon request. For any reason, should Sparkles Face and Body Designs, LLC be unable to accommodate your paid booking, or provide a suitable and comparable replacement, a full refund of your deposit will be returned to you or you may receive your next event for the equal amount of time, provided you and the Artist can agree on an available day and time period for the next event and the next event is to occur within a reasonable period of time. In the event that Artist is unable to perform or provide a suitable replacement, Client agrees that a full refund of any amounts paid to Artist will represent a full satisfaction of any and all amounts due from Artist and a demand for the full amount paid to Artist the Client's full recourse for any and all claims by Client. This means that the Artist is liable to Client for no further claim of damages or other claims of any kind whatsoever, beyond a full refund of any amounts paid by Client to Artist.

Client agrees to pay the full amount of booked time upon completion of face painting services. The client will be responsible for any fees or expenses, including attorney's fees, incurred in connection with collecting delinquent amounts owed to Sparkles Face and Body Designs under this Agreement. To provide sheltered area in event of rain. To provide shaded area in extreme heat.

This contract does not go into effect until the \$50 deposit is received, all dates and times are agreed upon by both parties as listed on page one of this contract and both parties have signed this agreement.

Sparkles Face and Body Designs looks forward to making your event special and memorable. We encourage you to contact Sparkles Face & Body Designs if you have any question or concerns. We will work with you as best we can to accommodate your requests to ensure the participants have a fun and colorful time!

I have read, understand and accept the above Liability Statement, and the conditions of this agreement. I accept the details of this agreement as accurate.

Client Signature _____ **Date** _____

Sparkles Face & Body Design, LLC _____ **Date** _____

Comments:

**Please mail the signed contract and \$50 deposit to: Sparkles Face & Body Designs, LLC
P.O. Box 319
Highland Falls, NY 10928**

To hold date for (5) five days to allow mailing time for deposit please fax signed contract to (888)249-0567 or email scanned copy to info@Sparklesdesigns.com.