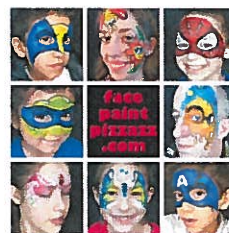


EVENT CONTRACT

facepaintpizzazz.com

Beth MacKinney
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Elgin, IL 60120

Phone: 224-305-3271
Email: Beth@facepaintpizzazz.com



Client Kristina Nemetz Reindeer Run	Event date(s) Saturday, December 2, 2016
Cell phone 630-346-4852	Email knemetz@wheatonparks.org
Client address	Event address 102 E. Wesley Street, Wheaton, IL 60187
Parking/loading instructions Extra instructions:	Approximate number of guests to paint: Will vary Approximate ages of guests: Will vary
Face painting start time: 8:00 AM <small>(Set up time is free and is not included in painting time.)</small>	Face painting end time: 11:00 AM
Theme (optional) Lions Club Reindeer Run - Holiday theme 5k	Event total \$300 for 3 hours face painting

Cancellation/rescheduling policy

To reserve face painting date and time, Client agrees to pay a non-refundable reservation booking fee of \$50. Client understands and agrees that Artist will not book other events during this time. If Client cancels event for any reason, Artist will suffer losses which are difficult to ascertain. As such, Client agrees that such \$50 reservation and booking fee is forfeited by Client and paid to Artist as liquidated damages and not as a penalty. Client and Artist agree that such amount is reasonable. If Client requests a rescheduled date, Artist will make every effort to reschedule on an alternate date which is to the Client's satisfaction, but Artist cannot guarantee the availability of requested date due to previously scheduled events.

Artist is permitted to cancel services in the event of a personal medical emergency or a death in the family, in which case retainers will be refunded. Artist will recommend substitute face painting professionals in area, but be advised rates and availability may vary.

I have read, understand, and accept the Liability Statement and the Terms of this agreement. I agree to pay the total amount at time of services rendered. I agree to pay a \$100 per artist cancellation fee if artist is not notified by phone of cancellation within twelve hours of face painting start time as noted above.

Signature

Date

11/7/17

Name(printed)

Michael Benard

Retainer preference: ☐ Paypal ☐ Chase QuickPay Email: _____



LIABILITY AND TERMS

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Contract terms and limitations pertaining to reservation and booking fee

- To reserve face painting date and time, Client agrees to pay a non-refundable reservation booking fee of \$50. Client understands and agrees that Artist will not book other events during this time. If Client cancels event for any reason, Artist will suffer losses that are difficult to ascertain. As such, Client agrees that such \$50 reservation and booking fee is forfeited by Client and paid to Artist as liquidated damages and not as a penalty. Client and Artist agree that such amount is reasonable.

Artist terms and limitations

- Artist is not obligated to paint any portion of the body which cannot be legally exposed or any portion of the body which she feels uncomfortable painting.
- Artist is not required to paint designs which she feels are offensive or derogatory.
- Artist will receive a 5 to 10 minute break following each two hours of work if desired. (If Artist works for two hours only, no break is necessary.)
- Payment may be made by Cash, Square, Chase QuickPay, or Paypal. (Personal checks are not accepted.)
- Artist may cease painting and leave premises without refund if exposed to extreme adverse working conditions which Client fails to rectify when notified. Extreme adverse conditions include but are not limited to personal danger resulting from violent, destructive, or inappropriate behavior by children or adults; any type of illegal activities; or any other dangerous conditions.
- Artist will refrain from painting any child who is unwilling to be painted or who is distraught and obviously does not want to be painted. (This is for the safety of the child, who must remain as still as possible while being painted.) For children under the age of two, Artist reserves judgment to decide if only the hand or arm will be painted rather than the face. Children under the age of one cannot be painted.
- Artist does not supervise children, and each child's safety and behavior is the sole responsibility of the parent at all times.
- Client understands that the artist can provide approximately 12 to 15 designs per hour; but that the total number which are provided per hour is dependent on the design choices by the guests.
- Artist observes a strict well-child policy. No child who has shown symptoms of illness in the last 24 hours will be painted. Symptoms include, but are not limited to, fever; vomiting, conjunctivitis (pink-eye), impetigo, head lice, runny nose, productive cough, chicken pox, eczema, ringworm, open sores, severe sunburn, or any other skin condition or contagious disease. This policy is strictly observed to prevent contamination of paints and to prevent spread of disease to others.
- Client understands that some colors of face paint can cause slight, temporary staining and must be removed by first lathering with a mild soap and then washing with water and a washcloth. Some may colors require a extra washing to remove pigment. All face paint should be removed by wiping away from eyes and mouth, and should not be left on skin overnight.
- Client will provide a sheltered and safe location for face painting. For outdoor events, Artist requires a dry, shaded, flat area above 55° F. Client agrees to have alternative bad weather plan in place to move Artist indoors or under sufficient shelter due to bad weather (including but not limited to thunderstorms, rain, hail, windy conditions, excessive heat (above 85° F), or excessive cold (below 55° F). There are no cancellations for rain.
- For indoor events Client agrees to provide a well lit, non-smoking environment.

Liability

- Client is guaranteed that face paints used are professional, FDA compliant, non-toxic, and hypoallergenic. Artist is not liable for any allergic reaction or skin reaction to paints. Individuals who have had an allergic reaction in the past or who have sensitive skin or skin conditions such as eczema or sunburn should refrain from being painted. If a parent is concerned about face paint causing reaction or irritation, Artist will apply a small test patch to skin on arm or hand to check for reaction. Parents may also examine list of face paint ingredients to check for possible allergens.
- Client agrees to pay for accidents or injuries caused by patrons or employees to Artist and/or Artist's equipment or supplies.
- Artist will exercise due caution while face painting, but is not responsible for damage to clothing or property of individuals being painted.