



#### 4. LEGAL AND BINDING AGREEMENT

This Hair and/or Makeup Service Contract, the "Agreement", is a legally binding contract entered into on \_\_\_\_\_ (today's date), the "Effective Date" by and between \_\_\_\_\_ (wedding date) referred to as the "Client" and Makeup Mafia Weddings, the "Artist".

#### 5. ARTIST SCOPE OF WORK/RESPONSIBILITIES

Beginning with the Effective Date of this Agreement, the Client allows the Artist to perform the following hair and/or makeup services. The services will include:

- Initial consultation to determine Client's desired look for the wedding
- Trial hair and/or makeup prior to the wedding, if booked (recommended)
- Applying hair and/or makeup for the Client(s) to the Client's satisfaction, but not to exceed the allotted time detailed in Section 2.

#### 6. CLIENT RESPONSIBILITIES

The Client agrees to communicate in a timely manner with the Artist and to provide all necessary information to enable the Artist to perform the hair and makeup services.

The Client also agrees to notify the Artist prior to the wedding of any hair or makeup product allergies, skin conditions, or sensitivities of all persons receiving services.

The Client understands that they are responsible to pay all Artist and/or Assistance fees, Travel, Parking, Deposits, and/or Hair Extension fees, in full.

The Client agrees to contact the Artist in writing prior to making any changes to the wedding date, time and scope. The Client understands that the Artist will make their best efforts to accommodate such changes, but may not be able to accommodate all changes.

The Client is responsible for providing the Artist with an adequate environment to perform the hair and makeup services. This includes sufficient outlets, tables and low chairs.

#### 7. OVERTIME/ADDITIONAL CHARGES

Delays:

For Client delays, MMW is not responsible if client(s) are late. To avoid any delay in services, please plan accordingly. To ensure all persons are ready for their makeup appointment, please arrive 15 minutes prior to the scheduled time. **No wet hair please!**



TRAVEL AND PARKING:

Additional fees will be assessed if the hair and makeup artist is required to travel to the wedding, including but not limited to flights, hotel accommodations, and transportation. Travel to events within 40 miles of Artist Home is included free of charge. For events outside this area, an additional mileage fee of \$50 per hour per Artist, each way, will be assessed.

If the event location requires parking fees for the hair and makeup artist and staff, these fees will be added to the total bill for the service.

EXTRA HAIR AND MAKEUP ARTIST:

For larger parties, an additional hair and/or makeup artist may be required. An additional artist requires a fee of \$300. An Assistant Artist requires a fee of \$200.

8. TRIAL HAIR AND MAKEUP APPLICATION

A **“trial run”** of the hair and/or makeup application is recommended to be booked prior to the wedding. 50% of the trial fee \$\_\_\_\_\_ must be pre-paid (on website) when services are booked and is non-refundable. An additional \$250 will be paid day of trial. Total trial fee: \$\_\_\_\_\_. If an additional trial is needed, a fee of \$200 an hour will be charged.

Trial hair and/or makeup appointment details: \_\_\_\_\_ (trial date and time)

9. COMPENSATION

The Parties agree that the total amount of \$\_\_\_\_\_ will be paid by the Client to the Artist for the payment of the hair and/or makeup services. A non-refundable deposit is required to book the Artist's services. The Client agrees to pay the remaining balance of the amount of \$\_\_\_\_\_ by the day of wedding. If the Client does not complete payment the Artist has the right to not perform the services on the wedding date.

If Hair Extensions are not returned by the Client in full within 30 days after the wedding date, a late fee of the amount of \$50 will be assessed every week until payment is completed.

MMW accepts cash, checks, Venmo, and credit cards. A 3% fee will be added to Venmo and credit cards.

10. CANCELLATION

BY CLIENT

If the agreed upon services are canceled for any reason within 60 days of the wedding, the Responsible Party must pay the outstanding balance of \$450 to MMW within 10 days of notice of cancelation.

BY ARTIST

If the unlikely event that the Artist must cancel, MMW will provide a suitable replacement hair and/or makeup artist. No additional charges or refunds will be applied.



11. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performance under this Agreement if such failure or delay is caused by an event beyond its reasonable control, including, but not limited to by reason of act of God, fire, flood, earthquake, hurricane, or other natural disaster, malicious injury, strikes, lock-outs, or other labor troubles, riots, insurrection, pandemic, terrorism or other reason of like nature.

12. DISPUTE RESOLUTION AND LEGAL FEES

In the unlikely event that a dispute arises from this Agreement and it cannot be resolved between the Parties, the Parties agree to engage in mediation. If the dispute cannot be resolved through mediation and results in legal action, the successful party will be entitled to all their legal fees.

13. INDEMNIFICATION AND LIABILITY

The Client agrees to hold the Artist, employees, and agents harmless from and against any and all claims, damages, liabilities, costs or expenses in connection with the services provided by the Artist under this Agreement, except to the extent that such claims, damages, liabilities, costs, or expenses are caused by the gross negligence or willful misconduct of the Artist. The Client is responsible for notifying the Artist of any allergies or sensitivities to hair or makeup products prior to wedding, for all persons receiving the services. The Artist is not responsible for allergic reactions or adverse effects due to any products and tools.

14. SEVERABILITY

In the event any part of this Agreement is deemed invalid or unenforceable, in whole or part, that part shall be severed from the remainder of the Agreement and all other provisions will remain in full force and effect.

15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the wedding location described in Section 2.

16. ENTIRE AGREEMENT

This Agreement contains the entire contract between the parties and supersedes any prior agreements, written or otherwise, between the Parties. Any modification to this contract must be agreed upon in writing by both parties. This Agreement will commence from the Effective date and will continue until the scope of work noted in Section 5 is completed.

I HAVE READ, UNDERSTAND, AND AGREE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT.

_____	_____	_____
Client Name	Client Signature	Date
_____	_____	_____
Artist Name	Artist Signature	Date





# Photo & Video *Release Form*

I, \_\_\_\_\_ hereby grant permission to Makeup Mafia Weddings and its employees to take photographs or videos of me, my likeness, and my overall appearance during my visit/appointment.

I understand that the photographs and videos may be used for promotional and marketing purposes, including but not limited to social media, website, print materials, and other forms of marketing. I understand that Makeup Mafia Weddings has the right to edit and use these photographs and videos as they see fit.

I also understand that I will not receive any form of compensation or financial remuneration from the use of these photographs or videos.

I also understand that once the photographs or videos are used, Makeup Mafia Weddings has no control over the use of the images by third parties, who may also use the images for their own purposes.

I release and discharge Makeup Mafia Weddings, its owners and employees from any and all claims, demands, or causes of action that I may have against them arising out of or in connection with the use of the photographs or videos.

I hereby acknowledge that I have read and fully understand the terms of this release and that I have had the opportunity to ask any questions that I may have before signing.

By signing this release, I certify that I am at least 18 years of age. If under 18 years of age, a parent or legal guardian must sign this release.

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Client Name

Client Signature

Date

