

EARTHLY BEAUTY BAR SERVICES AGREEMENT

This Services Agreement ("**Agreement**") outlines all contractual obligations between you and Earthly Beauty Bar, and contains important information regarding your rights and responsibilities. By contracting for services from Earthly Beauty Bar, you accept and are bound by the following terms. Please read them carefully.

1. **Terms.** These terms and conditions for services (these "**Terms**") are the only terms that govern the provision of services by Earthly Beauty Bar.
2. **Entire Agreement.** This Agreement comprises the entire agreement between the parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and any other written or oral communication, these Terms shall govern.
3. **No Modification.** These Terms prevail over any of your general terms and conditions regardless of whether or when you submitted your request for proposal, order, or such terms. Provision of services to you does not constitute acceptance of any of your terms and conditions and does not serve to modify or amend these Terms. Any modification must be in writing and signed and approved by Earthly Beauty Bar.
4. **Agreement for Services.** You agree to engage Earthly Beauty Bar to provide certain beauty services ("**Services**") on the date and time specified above (your "**Appointment**"). Earthly Beauty Bar agrees to perform the Services under the terms and conditions set forth in this Agreement. Earthly Beauty Bar is not your agent or employee, and will at all times be considered an independent contractor.
5. **Payment.** You agree to pay all rates and fees as described by Earthly Beauty Bar. If other third parties receive Services under this Agreement, you remain responsible for all unpaid rates and fees. The final balance for the Services is due at or before the Appointment. You are responsible for the entire balance of payment. If you fail to pay, your card on file will be charged for the full amount of the Services.
 - 5.b If you are receiving bridal services, the final bridal balance for the Services is due 7 days prior to your wedding date. You are responsible for the entire balance of payment. If you fail to pay 7 days prior to your event, your card on file will be charged 100% of the total quote for Services, and you will not receive any Services.
6. **Allergies and Conditions.** You acknowledge and agree that you have provided notice in advance of any and all allergies or conditions which may be relevant to the Services, including allergies and conditions of third parties receiving Services under this Agreement. Earthly Beauty Bar is not responsible for any adverse reactions that you or the recipient of the services may experience. It is your responsibility to consult a medical professional regarding any questions or concerns about adverse reactions that may or could occur. You further understand that it is your responsibility to check with a doctor or qualified health professional should you have any concerns about potential allergic reactions or other adverse reactions to any Services.

7. **Work Area.** In the event the Services are not performed at the Earthly Beauty Bar premises located at 117 S. 4th Street, Coeur d'Alene, Idaho 83814 ("**Premises**"), you agree to provide a safe and suitable work area at the location the Services are to be performed, and as approved by Earthly Beauty Bar.
8. **Earthly Beauty Bar Obligations.** Earthly Beauty Bar shall provide the Services with diligence and skill. Earthly Beauty Bar will provide their own products and tools for the provision of Services, unless otherwise agreed upon by Earthly Beauty Bar.
9. **Artist Substitution.** Earthly Beauty Bar reserves the right to substitute any hair or makeup artist employed by Earthly Beauty Bar ("**Artist**"), in the event that the Artist originally booked or agreed upon is unavailable for the Appointment. Additionally, if Earthly Beauty Bar is unable to provide an Artist to perform the Services at the Appointment, Earthly Beauty Bar may arrange for an equally qualified third party hair or makeup artist to provide the Services for the same terms in accordance with this Agreement, after providing notice to you. You may refuse to accept the Services by the third party hair or makeup artist, but will still be liable for cancellation charges in accordance with Section 12.
10. **Additional Services.** You may not add additional Services during your Appointment. Any additional Services beyond those specified above will only be performed at the discretion of Earthly Beauty Bar, and you will be responsible for any rates and fees related to such additional Services.
11. **Appointment Confirmations.** As a courtesy to you, Earthly Beauty Bar will notify you of your upcoming Appointment via text message 7 days and 2 days prior to your Appointment. Failure to provide a confirmation does not excuse your arrival at your Appointment. If you do not show up to your Appointment, you will still be responsible for paying for the cancellation charges in accordance with Section 12. For bridal contracts, failure to provide a confirmation does not excuse your obligation to pay the full balance owed for the Services 7 days prior to your wedding date.
12. **Appointment Cancellations.** All Appointments require a credit card to book. If you cancel before 48 hours, no fee will be charged. If you cancel less than 48 hours prior to the Appointment, you will be charged a \$15 and up to full price of your service appointment cancellation fee. If you fail to show up to your Appointment without cancelling in advance, you will be charged the full amount for the Services, plus an additional gratuity fee of 18%.
 - 12.b For bridal contracts, the Appointment cancellation charges in this Section 12.b will apply. If you cancel the Services at least 90 days prior to your Event, you will not incur any additional charges except for the non-refundable deposit described in Section 13 below. If you cancel within 60 days prior to your wedding date, your card on file will be charged 50% of the total quote for Services. **If you cancel within 30 days prior to your Event, your card on file will be charged 100% of the total quote for Services.**
13. **Non-Refundable Service Deposit.** Earthly Beauty Bar requires you to pay a **deposit to book your service appointment.** This deposit amount is determined by Earthly Beauty Bar and is non-refundable and non-transferrable, and due at the time of booking. The deposit may be waived in the sole discretion of Earthly Beauty Bar.

14. COVID-19 Considerations. To prevent the spread of COVID-19 and to protect the Artists, you agree to follow Earthly Beauty Bar's strict health and safety guidelines. By signing this Agreement and obtaining the Services, you represent, warrant, and agree that neither you nor any third party receiving Services under this Agreement:

- a. Has tested positive for COVID-19 within the past 30 days;
- b. Has any of the following symptoms not attributed to another condition: fever or chills, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, cough, runny nose or congestion, sore throat, nausea or vomiting, diarrhea;
- c. Has been tested for COVID-19 and are awaiting test results;
- d. Has knowingly been within six feet of another individual with the above-listed symptoms; or
- e. Has knowingly been within six feet of another individual who has tested positive for COVID-19 within the past 30 days.

You will notify Earthly Beauty Bar immediately if you or any third party receiving Services under this Agreement can no longer represent, warrant, and agree to the above terms regarding COVID-19. You will notify Earthly Beauty Bar immediately if you or any third party receiving Services under this Agreement experience symptoms or test positive for COVID-19 within 14 days after your Appointment, for purposes of protecting the Artists and other clients.

Earthly Beauty Bar reserves the right to unilaterally terminate this Agreement if it has notice that you or a third-party recipient of its services, can no longer truthfully represent, warrant, and agree to the above terms regarding COVID-19. You will not be entitled to a refund of your deposit, however you will **not** be responsible for the cancellation charges set forth in Section 12.

15. Termination. Earthly Beauty Bar reserves the right to terminate this Agreement at any time if you breach any of the terms of this Agreement. You acknowledge and consent that Earthly Beauty Bar may terminate this Agreement and/or refuse service at any time if the health, safety or well being of its staff, contractors or employees are at risk or may be compromised. The determination of whether such a situation exists is at the sole discretion of Earthly Beauty Bar. If Earthly Beauty Bar terminates this Agreement due to your breach of this Agreement, for any reason other than COVID-19 as described in Section 14, you are not entitled to a refund of any deposit paid and are still liable for the cancellation charges set forth in Section 12. If Earthly Beauty Bar terminates for a reason other than your breach of this Agreement or COVID-19 as described in Section 14, you are entitled to a full refund of your deposit, but are not entitled to any other recovery.

16. Limited Liability. You agree to hold harmless and indemnify Earthly Beauty Bar and its agents, independent contractors, employees, successors, and assigns from any harm, claim, loss, cost or expense, damage, injury, or product reaction to any person or property, arising either directly or indirectly from Earthly Beauty Bar's provision of the Services. In no event shall Earthly Beauty Bar be liable to you or any third party for any loss or for any consequential, incidental, indirect, exemplary, special, or punitive damages, whether arising out of breach of contract, tort, negligence,

or otherwise, regardless of whether such damages were foreseeable and whether or not Earthly Beauty Bar has been advised of the possibility of such damages.

17. Publicity. You acknowledge and consent to be photographed by Earthly Beauty Bar for internal and/or promotional use. You grant Earthly Beauty Bar, without limitation, the right to use my name, likeness, and such photographs in connection with the Services for any publicity without further compensation or permission.

17.b For bridal contracts, you further grant Earthly Beauty Bar, without limitation, the right to use photographs from your wedding taken by your photographer, for any publicity, without further compensation or permission, so long as proper credit is attributed to the respective photographer.

18. Hair Services Consent. With respect to any Services listed above involving hair coloring, cutting, or styling, you agree to the following:

f. Results. You acknowledge that chemical treatments have different effects on different hair types and colors, and understand that the results may not be as desired. You understand that any further alterations or corrections will be at your own expense. You also understand that the best way to help your stylist achieve the look you want is to fully disclose all prior chemical hair treatments you have received and to clearly articulate my desired look.

g. Disclosure. You represent, warrant, and agree that you have provided any and all relevant information about previous hair treatments and chemical services to Earthly Beauty Bar.

h. Allergies. You acknowledge and agree that you have informed Earthly Beauty Bar of any relevant allergies or conditions. You further understand that it is your responsibility to check with a doctor or qualified health professional should you have any concerns about potential allergic reactions or other adverse reactions to any beauty services.

19. Lash Services Consent. With respect to any Services listed above involving lash treatments, you agree to the following:

- a. Results. You acknowledge that lash treatments have different effects depending on lashes length and the condition of my natural lashes, and understand that the results may not be as desired. You understand that a lash lift refers to a lift of your natural lashes and does not provide the same results as lash extensions. You understand that any further alterations or corrections will be at your own expense and at an additional cost.
- b. Conduct After Lash Services. You understand that if within the first 24 hours after the Lash services, you 1) let your lashes come in contact with steam; 2) sleep face-down; 3) rub your eyes; or 4) get your lashes wet, there could be an adverse effect on the lashes. Any further alteration or correction to fix the adverse effect on the lashes as a result of your engaging in the activities listed in 1-4 above will be at your own expense and will be an additional cost to fix.
- c. Makeup Remover. You understand that using a water-based eye makeup remover will extend the results of your lash lift. You understand that it is not recommended to use a water-based eye makeup remover for eyelash extensions. You understand that if you choose not to follow this advice any additional correction to fix any adverse effect will be at your own expense and will be an additional cost.
- d. Risks. You understand that there are risks associated with having a lash lift and tint or eyelash extensions. Eye irritation, eye pain, eye itching, eye infection, blurriness, discomfort, and in rare cases, allergic reactions, may occur. You further understand that it is your responsibility to check with a medical professional if you have any questions and/or concerns regarding adverse reactions to the products used by Earthly Beauty Bar.
- e. Lash Services Not Permanent. You understand that eyelash extensions are not permanent and last approximately 2-3 weeks before a fill is needed. You understand that a lash lift will last approximately 6-8 weeks and a tint will last approximately 4 weeks. You understand that these timing estimates are only estimates and may vary.
- f. Procedure. You understand that it is necessary to have your eyes closed and covered for the duration of this procedure.
- g. Disputes. You acknowledge that Earthly Beauty Bar does not advise receiving Lash Services of any kind if you have chronic dry eye, pink eye, damaged lashes, eye infections, trichotillomania, or have recently undergone chemotherapy or radiation treatments. You understand that Earthly Beauty Bar may refuse your Lash Services if they believe, in their sole discretion, that your health or safety could be compromised.

20. Disputes. In the event of a dispute between you and Earthly Beauty Bar, the parties agree that jurisdiction and venue shall be within Kootenai County, Idaho. You further agree that Earthly Beauty Bar will be entitled to attorney fees and costs in the event that it becomes necessary to hire an attorney to assist with enforcing this Agreement.

21. Force Majeure. Earthly Beauty Bar shall not be liable or responsible to you, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Earthly Beauty Bar including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemics, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

22. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

23. Facial Services Consent. With respect to any Services listed above involving makeup, waxing, or other facial services, you agree to the following:

i. Products. You acknowledge that the following products can make skin more sensitive and vulnerable to lifting during waxing. You have used or are currently using the following products (Check all that apply):

- Accutane (Acne Medication)
- Adapalene (Acne Medication)
- Alustra, Avista, Renova, or Tretinoin (Generic Retin A)
- Retin A (Acne and Anti-Aging Medication)
- Differin (Acne Medication)
- Isotretinoin (Acne Medication)
- Avage, Tazarotene, or Tazarac (Acne Medication)
- Other Acne Medications not listed above
- Alpha Hydroxy Acids (Glycolic, Lactic)
- Oral Antibiotics
- Topical Antibiotics
- Retinol (Vitamin A)
- Salicylic Acid

You understand and agree that you cannot receive a waxing service if you are currently using any of the above prescription medications. You understand that you must discontinue use of these medications, except for Accutane, for a minimum of three months prior to waxing. For Accutane, you understand that you must discontinue use for one year prior to waxing.

j. Waxing. You acknowledge that sunburned areas, irritated areas, cold sores, and moles cannot be waxed. You understand that waxing can have certain side effects including, but not limited to, skin removal, redness, swelling, and tenderness.

k. Results. You acknowledge that facial treatments have different effects on different skin types, and understand that the results may not be as desired. You understand that any further alterations or corrections will be at your own expense.

l. Disclosure. You provide the following information regarding your current skin care regimen and skin care history:

Have you ever had a facial before? Yes No

Have you had a chemical peel, laser treatment, dermaplaning, or micro/hydro dermabrasion treatment in the last 4 weeks?

Yes No

If so, when? _____

Have you had Botox, Restylane, or Collagen injections within the last year?

Yes No

Have you been waxed, used a depilatory cream, or had electrolysis?

Yes No

What is your current skin care routine?

Cleanser _____ Serum _____

Moisturizer _____ Masks _____

Sunscreen _____ Exfoliator _____

Primer _____ Toner _____

Eye Cream _____

How would you describe your skin? Circle any that apply.

- Acne Prone
- Dry
- Sensitive
- Oily

What are your skin concerns? Circle any that apply.

- Breakouts/Acne
- Excessive Oil/Shine
- Broken Capillaries
- Redness
- Dehydration
- Flaky Skin
- Sun
- Damage/Hyperpigmentation
- Uneven Skin Tone
- Wrinkles/Fine Lines
- Dull/Dry Skin

ACKNOWLEDGEMENT

I, _____, understand and have read this Agreement in full. The Services I receive under this Agreement are voluntary and I release Earthly Beauty Bar from all liability. I authorize Earthly Beauty Bar to charge the following credit card in accordance with the payment policies set forth above.

Card Number: _____ Exp. Date: _____ CVC: _____

Name as it Appears on Card: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

By: _____

Name: _____

Date: _____