

## SERVICE AGREEMENT

**THIS PROCEDURE SERVICE AGREEMENT** (the "Agreement") is entered into this \_\_\_day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, ("Client") and **Lori Bernish-Meier with "The Equator LLC" a Pennsylvania corporation, with its principal place of business located 2783 South Park Rd. Lower Level, Bethel Park, PA 15102.**

**WHEREAS The Equator** is in the business of providing a hair simulation technique designed to recreate a person's hairline and make their hair appear naturally thicker and fuller (the "Procedure"); and

**WHEREAS Client** desires to engage **The Equator and Lori Bernish-Meier** to perform the Procedure on Client's scalp, and **The Equator LLC (Lori Bernish-Meier)** agrees to perform the Procedure upon the terms and conditions set forth herein.

**NOW, THEREFORE,** in consideration of the foregoing, the agreements, covenants, and payments hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **I. PROCEDURE AND SMP PROVIDER'S OBLIGATIONS**

1.1 The Procedure is a form of tattoo that utilizes a pigmentation procedure to apply colorants just below the skin, in a similar manner as traditional tattoos. The Procedure may cause Client mild discomfort, or pain in rare circumstances, during treatment.

1.2 The Procedure will require a minimum of two sessions with **The Equator (Lori Bernish-Meier)** to complete. The number of sessions required will be dependent on Client's skin type, hair tone, and reaction to the colorants.

### **II. PRICE AND PAYMENT**

2.1 The price of the Procedure is \$\_\_\_\_\_ payable according to the terms on Exhibit A. The Equator (Lori Bernish-Meier) accepts cash, debit cards and credit cards. If payment is not made when due, interest will accrue at the highest percentage rate allowed by law per month from the due date. In the event Client has failed to comply with the payment terms set forth in this Agreement and past due amounts are referred to an attorney for collection, Client agrees to pay all costs and expenses of collection, including reasonable attorney's fees, whether litigation is commenced. The client acknowledges and understands that the Procedure fee is non-refundable, but **The Equator LLC** provides a limited warranty on the Procedure (See Section VI Procedure Warranty).

### **III. RISK FACTORS.**

Client hereby acknowledges and agrees that the Procedure is an elective treatment and there is no medical reason that requires him to proceed with it. The Procedure is being performed on the Client at his own risk. The Procedure, like any tattoo carries a multitude of risks and by signing this Agreement Client accepts these risks, including but not limited to the following:

3.1 Allergic Reactions. Although rare, allergic reactions to the color pigments may occur. If Client has sensitive skin or is particularly concerned about an allergic reaction to the pigment or Procedure, **The Equator (Lori Bernish-Meier)** will do a test patch upon request.

3.2 Granulomas. These are small bumps that could form around the foreign matter (the colorant).

3.3 Infection. **The Equator LLC (Lori Bernish-Meier)** uses sterile tools and disposes of the tools after a single use. Skin infections could also form from improper aftercare, so it is imperative that Client follow the aftercare instructions below.

3.4 Keloid formation. Depending on your skin type you may be at risk for forming these scars after the application of the Procedure. If you develop scars easily then it is more likely that this risk factor will apply to you.

3.5 Removal complications. Like traditional tattoos, the Procedure is permanent in nature and although it can be reversed, the marking can be difficult and costly to remove, and the success of reversal cannot be guaranteed.

3.6 Hyper/Hypo Pigmentation. Following the treatment there may be hyper pigmentation or hypo pigmentation (lightening/darkening of the skin). Although these reactions are not very common, there is a possibility they can occur.

#### **IV. TERM OF AGREEMENT AND CANCELLATION PROCEDURE**

4.1 Either Party may cancel this Agreement prior to the Procedure upon notice to the other party. In the event Client cancels this Agreement or their scheduled Procedure appointment without giving the required 5 days notice may result in a cancellation or rebooking fee up to \$250.00, at **The Equator's** discretion.

4.2 Client shall arrive 15 minutes early for the initial treatment appointment to complete the necessary paperwork. Client acknowledges that late arrival may result in reduced treatment time or forfeiture of the appointment at the Client's expense.

4.3 Although **The Equator LLC (Lori Bernish-Meier)**, will do its best to maintain all scheduled appointments, circumstances may require **The Equator LLC** to postpone or cancel the Client's appointment. In such event, **The Equator (Lori Bernish-Meier)** will make all reasonable efforts to contact Client in advance of his appointment time, but **The Equator LLC (Lori Bernish-Meier)** is not required to provide advanced notice and Client shall not be compensated for the cancellation.

#### **V. CLIENT'S OBLIGATIONS, REPRESENTATIONS, AND AFTERCARE REQUIREMENTS**

5.1 Client represents and warrants that he is 18 years or older and has provided proof of age to **The Equator LLC and Lori Bernish-Meier**.

5.2 Client hereby represents and warrants that he does not have any medical or skin conditions on his scalp that could affect the result of the Procedure, including but not limited to the following: acne, scarring (Keloid), eczema, psoriasis, freckles, moles or sunburn.

5.3 Client represents and warrants that he does not have any rashes, infections, or preexisting skin or medical conditions that could make Client an unsuitable candidate for the Procedure. In addition, Client represents and warrants that his medical history provided on Exhibit B and all additional information provided to **The Equator LLC & Lori Bernish-Meier** is true and accurate to the best of Client's knowledge and that there are no other matters which may affect Client's suitability as a candidate for the Procedure.

5.4 Client hereby acknowledges and agrees that it is not reasonably possible for The Equator LLC or its representatives to determine whether an allergic reaction may occur from the pigments or processes used in the Procedure. Client also acknowledges and agrees that The Equator LLC & Lori Bernish-Meier representatives and employees, while experts in the Procedure, are not medical professionals and as such, do not have extensive knowledge regarding medical conditions. **The Equator LLC & Lori Bernish-Meier** shall not be responsible for a client's adverse reaction to the Procedure. It is the duty of the Client to assess for himself whether the Procedure is right for him. Client is advised to consult his medical physician to determine whether the Procedure is right for him.

5.5 Client shall comply with the aftercare instructions provided by **The Equator LLC and Lori Bernish-Meier** attached hereto as Exhibit C ("Aftercare Instructions"). Failure of Client to follow the Aftercare Instructions shall void The Equator LLC & Lori Bernish-Meier's warranty of the Procedure as set forth below.

#### **VI. PROCEDURE WARRANTY**

6.1 If Client complies with all the terms and conditions of this Agreement, **The Equator LLC with Lori Bernish-Meier** will provide a twelve (12) month limited warranty on the Procedure. If fading occurs within a 12-month period, and Client has complied with the terms of this Agreement, then **The Equator LLC (Lori Bernish-Meier)** will touch-up Client's scalp at no additional charge.

6.2 **The Equator LLC (Lori Bernish-Meier)** cannot give or provide any guarantee to Procedure outcome. Except as described above, any touch up work needed due to Client's failure to follow aftercare instructions, or from

dissatisfaction of hairline outcome, etc...will be done at Client's expense. Complications and risks are outlined in Article III and should be read carefully.

## **VII. LIMITATION OF LIABILITY**

**7.1 IT WILL BE EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGES THAT MAY RESULT FROM THE EQUATOR LLC (LORI BERNISH-MEIER) FAILURE TO PERFORM ITS DUTIES UNDER THIS AGREEMENT. CLIENT AGREES THAT THE EQUATOR LLC, ITS AGENTS, OWNERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, OFFICERS AND DIRECTORS ARE EXEMPT FROM LIABILITY FOR ANY LOSS, DAMAGE, INJURY OR OTHER CONSEQUENCE ARISING DIRECTLY OR INDIRECTLY FROM THE SERVICES THE EQUATOR LLC (LORI BERNISH-MEIER) PERFORMS UNDER THIS AGREEMENT. IF IT IS DETERMINED THAT THE EQUATOR OR ANY OF ITS AGENTS, OWNERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, OFFICERS AND DIRECTORS ARE DIRECTLY OR INDIRECTLY RESPONSIBLE FOR ANY SUCH LOSS, DAMAGE, INJURY OR OTHER CONSEQUENCE, CLIENT AGREES THAT DAMAGES SHALL BE LIMITED TO THE PRICE OF THE PROCEDURE, PAID TO THE EQUATOR LLC IN ACCORDANCE WITH THIS AGREEMENT. THESE AGREED UPON DAMAGES ARE NOT A PENALTY. THEY ARE CLIENT'S SOLE REMEDY NO MATTER HOW THE LOSS, DAMAGE, INJURY OR OTHER CONSEQUENCE IS CAUSED, EVEN IF CAUSED BY THE EQUATOR LLC (LORI BERNISH-MEIER'S) NEGLIGENCE, GROSS NEGLIGENCE, PRODUCT FAILURE, STRICT LIABILITY, FAILURE TO COMPLY WITH ANY APPLICABLE LAW, OR OTHER FAULT.**

**7.2 CLIENT'S EXCLUSIVE DAMAGE AND LIABILITY REMEDIES ARE SET FORTH IN THE PARAGRAPH ABOVE. THE EQUATOR LLC (LORI BERNISH-MEIER) IS NOT LIABLE TO CLIENT OR ANY OTHER PERSON FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

**7.3 IN THE EVENT ANY LAWSUIT OR OTHER CLAIM IS FILED BY ANY OTHER PARTY AGAINST THE EQUATOR LLC OR ITS AGENTS, OWNERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, OFFICERS OR DIRECTORS ARISING OUT OF THE SERVICES THE EQUATOR LLC (LORI BERNISH-MEIER) PERFORMS UNDER THIS AGREEMENT, CLIENT AGREES TO BE SOLELY RESPONSIBLE FOR, AND TO INDEMNIFY AND HOLD THE EQUATOR LLC (LORI BERNISH-MEIER) COMPLETELY HARMLESS FROM SUCH LAWSUIT OR OTHER CLAIM. CLIENTS SHALL PAY ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES ARISING FROM SUCH LAWSUIT OR CLAIM AGAINST THE EQUATOR LLC (LORI BERNISH-MEIER). THESE OBLIGATIONS WILL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT. THESE OBLIGATIONS WILL APPLY EVEN IF SUCH LAWSUIT OR OTHER CLAIM ARISES OUT OF THE EQUATOR LLC (LORI BERNISH-MEIER) NEGLIGENCE, GROSS NEGLIGENCE, FAILURE TO PERFORM DUTIES UNDER THIS AGREEMENT, PRODUCT FAILURE, STRICT LIABILITY, FAILURE TO COMPLY WITH ANY APPLICABLE LAW, OR OTHER FAULT.**

## **VIII. CONSENT TO PERSONAL INFORMATION AND PHOTOGRAPH**

**8.1** Client hereby agrees that photographs of the facial area and scalp will be taken before, during and after treatment and stored by THE EQUATOR LLC (LORI BERNISH-MEIER) for the sole purpose of providing an accurate baseline for the Procedure and THE EQUATOR records.

**8.2** Client consents to the storage and processing of personal information and photographs by THE EQUATOR LLC (LORI BERNISH-MEIER) for the purpose of performing the Procedure.

## **IX. ADDITIONAL TERMS & CONDITIONS**

**9.1** This Agreement shall be construed in accordance with the laws of the State of Pennsylvania without regard to conflict of law principles. Except as otherwise set forth in this Agreement, any dispute arising under, or in connection with, this Agreement, or any other aspect of the relationship between the parties herein shall be submitted to and settled by arbitration in accordance with the rules of the American Arbitration Association then in effect, and the forum for such arbitration shall be Allegheny County, Pennsylvania. The losing party shall pay the prevailing party's reasonable costs (including attorneys' fees and arbitration) associated with resolving the dispute.

9.2 This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral.

9.3 In the event one or more of this Agreement's provisions shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions shall be unimpaired and the invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable provision, which being valid, legal, and enforceable comes closest to the parties' intentions underlying the invalid, illegal or unenforceable provision.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

**CLIENT**

**THE EQUATOR LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Client D/O/B \_\_\_\_\_

Title: \_\_\_\_\_

Age \_\_\_\_\_

## EXHIBIT A

### Payment Terms

- (a) A \$\_\_\_\_\_.00 nonrefundable deposit must be made to secure your appointment. The Deposit will be applied towards your balance due once the Service Agreement is signed. Balance will be due on the day of the first procedure.
- a. The remaining balance will be paid in full prior to first treatment. \_\_\_\_\_ *initial*
  - b. The remaining balance will be broken up into 3 equal payments of \$\_\_\_\_\_, payable before the beginning of each of the first 3 treatments. \_\_\_\_\_ *initial*
  - c. The remaining balance will be paid using outside financing. \_\_\_\_\_ *initial*

#### Payment method

1. CASH	2. (VISMP PROVIDER or MASTER CARD), NAME ON CARD:
CC #	EXPIRATION DATE:
	CVV #:
<b>ALL CUSTOMERS SIGN:</b> I have read and understand and accept the terms, conditions and procedure details above, Date:	
X Date:	

**EXHIBIT B**  
**Medical History**

Date:

<b>CLIENT NAME:</b>		<b>DOB:</b>	
<b>History of Skin Cancer</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If yes please list Type:
<b>Allergies to Medications</b>			
<b>Blood/Bleeding Disorders</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Please explain nature of illness/symptoms:
<b>Cancer</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Please explain nature of illness/symptoms:
<b>Stroke/Neurological</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Please explain nature of illness/symptoms:
<b>Chronic Viral Infections</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Please explain nature of illness/symptoms:
<b>Anticoagulants (including aspirin)</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Please explain nature of illness/symptoms:
<b>Epilepsy/Seizures</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Please explain nature of illness/symptoms:
<b>High Blood Pressure</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Please explain nature of illness/symptoms:
<b>Circulation Disorder</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Please explain nature of illness/symptoms:
<b>Liver/Hepatitis</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Please explain nature of illness/symptoms:
<b>Other Medical Issue/Rash</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Please explain nature of illness/symptoms:

**Physician Information:**

Name \_\_\_\_\_ Number \_\_\_\_\_  
Address \_\_\_\_\_

**Emergency Contact Information:**

Name \_\_\_\_\_ Number \_\_\_\_\_

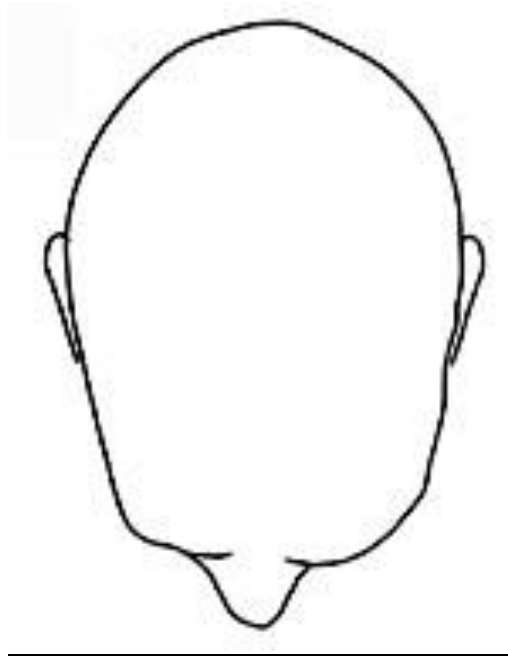
*TO BE COMPLETED BY TECHNICIAN*

Procedure Description

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Location Illustration



Ink Mix

LIGHT \_\_\_\_\_

MEDIUM \_\_\_\_\_

DARK \_\_\_\_\_