

Date Written_____

Deposit Received_____

Deposit Waived_____

Date of Event_____

Paid Per Face (Y/N) _____

Brushed With Whimsy

Invoice & Service Agreement

Client Information

Name: _____

Phone: _____

Address: _____

E-Mail: _____

Event Information

Indoor/Outdoor: _____ Event Start Time: _____ Event End Time: _____

Event Location/Address: _____

Artist Time: _____ TO _____

Event Theme: _____

Event Attendees Information

Age Range of Attendees: _____ Number of Attendees: _____

Guest of Honor: _____ Preferred Name: _____

Age: _____

Special Requests or Color Preferences:

Fees This section is to be completed by Artist/Vendor

Number of Hours: _____

\$ _____ Hourly Charge for Services:/Face Painting & Additional Add-Ons

\$ _____ Additional Charge:/List _____

\$ _____ Subtotal

\$ _____ (-)Deposit

\$ _____ **Balance Due Upon Artist Arrival**

****Client agrees to pay the full amount due under this contract even if Client uses Artist for less time than contracted. All funds must be paid by cash, check, venmo or cash app.**

Special Instructions For Artist

Booking Date and Confirmation: The time slot will not be reserved for the Client until the deposit is paid, and the agreement is signed. Reserved dates will be held for five (5) days to allow mailing time of contract and receiving of the required deposit. If the deposit is not received within five (5) days of receipt of the original agreement, the contract agreement is null and void, and the time and date becomes available for another potential client. The Artist will contact the Client the day before the event to confirm and go over details.

Overtime: Any time beyond the time booked will cost half the hourly rate with a half-hour charge being due for each 1-30 minutes of overtime. (Example: If you choose a package that costs \$250 for 2/hours, the overtime rate for an additional 1 - 30 minutes would be \$62.50, and an additional 30 - 60 minutes would be \$125, due immediately at the end of the event). However, only booked times with deposits are guaranteed, additional time on the day of the event may not be available, although the Artist will attempt to accommodate requests for additional paid time.

Breaks: The Artist will be provided with paid 10-minute breaks for each two hours of contracted time.

Parking: The Artist will be provided with parking in the driveway of the home where services will be provided. If the event is at a commercial facility, the Artist will be provided a parking space next to the commercial facility near the entrance. Parking near the facility/location/home is necessary to enable the Artist to unload equipment. The Client will reimburse Artist for any parking fees incurred while the Artist is providing her contract agreement services to the Client. Please inform the Artist prior to the event if parking fees will apply, and the amount per hour. These additional fees will be added to the service agreement.

Set-Up Location: Keep in mind when giving a space for the Artist to paint the space will need to accommodate a 4-foot table, 2 stools, and a rolling toolbox that holds the supplies. If indoors, a place near a wall is preferred with good lighting. If outdoors, do not place Artist near loud music/band, bounce house, in full sun, or on un-level ground.

Time Estimates & Limitations on Artwork: The Artist will not paint on any part of the skin that is not legal to expose, nor any place they feel uncomfortable painting. The Artist will not paint any design or wording that is racist, obscene, cruel, or in poor taste.

The Artist will arrive approximately 20 minutes prior to the event and stop painting at designated time. Please allow for 20 minutes before and after to allow for set-up and break-down. Often, at a child's party, older teens or adults want to get in on the fun. When booking your party please clarify with The Artist if you would like the services to include sweet and simple designs or mega fancy designs. Brushed With Whimsy does its best to offer and create designs that will allow us to serve the maximum number of patrons at your event. Please be aware that if a lot of guests show up late, or if you find that you have more guests than expected, this can throw us off and we may not be able to make something for everyone in the allotted time. Brushed With Whimsy would love to entertain everyone that would enjoy it, but only if time allows. Please take this into account when deciding how long you would like an Artist to stay.

Face Painting and Additional Add-ON Time Allotment: The Artist can do between 8-16 clients per hour depending on designs, medium, and current sanitation procedures.

Extreme Adverse Working Conditions: The Artist has the right to cease painting and leave without refund 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 include but are not limited to destructive, violent, or extreme; inappropriate behavior of a child or adult; illegal activities; dangerous weather or work environment conditions. Please be cautious when booking an outdoor event, it is recommended to have an alternate indoor plan. Brushed With Whimsy will not cancel, but we will agree to a rain date if discussed...TWO days prior to the 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. Children with skin allergies or sensitive skin should either not participate, or have Artist perform a patch test at the beginning of the event. Let the Artist know at the beginning of the event so that a skin test can be performed which requires a minimum 30 minutes to notice adverse effects. For sanitary reasons, the 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. The Artist will use reasonable care, but is not responsible for damage to clothing or property.

Supervision of Children: The Artist will not supervise children. The behavior and safety of all children and adults is the Host's/ Clients' responsibility, and not the Artist's. The Artist is not to be left alone in a separate area or room with children. Management of the queue is the Host's responsibility not the artists.

Cancellations & Refunds: For any reason, should Brushed With Whimsy be unable to accommodate your event date and need to cancel, a full refund of your deposit will be returned to you. Please understand that we have held the date for your event and most likely passed on other events in order to entertain you, therefore the booking fee is non-refundable though it may be transferable if applied to a date agreed upon by you and the Artist. If you cancel your event with *at least* a three days' notice the booking fee will be refundable. Cancellations made between 24 - 48 hours are subject to being billed at 75% of balance due at time of event. If Brushed With Whimsy is not notified within 24 hours the Client will be billed the entire balance due at time of event. If the Client must cancel, please contact Brushed With Whimsy right away via phone call, or text. A reply from the Artist will be sent confirming the cancellation.

Dispute Resolution: Brushed With Whimsy is not liable for any fees regarding damages or staining that might be caused to furniture, clothing, bounce houses etc., after the paint is applied to a client and is not directly caused by the Artist. The Client will be responsible for any fees or expenses, including attorney's fees, incurred in connection with collecting delinquent amounts owed to Brushed With Whimsy under this Agreement.

PPF Events: If the event is Pay Per Face, Brushed With Whimsy agrees to an 80/20 split (unless otherwise stated in special instructions), wherein Brushed With Whimsy retains 80% of proceeds. In addition, any tips Brushed With Whimsy receives will not be considered as part of the PPF proceeds and are 100% entitled to Brushed With Whimsy solely.

****This contract does not go into effect until the \$100 deposit is received, unless waived by Brushed With Whimsy. Brushed With Whimsy looks forward to making your event special and memorable. We encourage you to contact Brushed With Whimsy if you have any questions or concerns.**

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

Client Signature: _____ Date: _____

Brushed With Whimsy _____ Date: _____