

# Magic Party Faces LLC Terms of Agreement

## Terms of Agreement

### Venue and Setup

- Please note that all venues must provide access to toilet and handwashing facilities.
- Artist will provide their own chairs and table. The setup for face painting requires approximately a 6ft. X 6ft. space on a flat, stable surface. We cannot set up on sand, mud, sloping terrain, or in any other unsuitable space.
- The booking includes 15 minutes of setup and breakdown time directly before and after the event.
- Artist uses a wheeled wagon for transport. Please inform the artist if access to the face painting area will involve stairs or other obstacles as they may require assistance.
- For outdoor events please note that shade/shelter is required. As face paints are affected by heat and moisture, we are unable to paint in direct sunlight, extreme heat/humidity, or rainy/wet conditions unless under a suitable ventilated tent or shelter. Please contact Magic Party Faces LLC at least seven (7) days prior to your event if you are not able to provide shelter as we may be able to find a solution.
- If your event hours are after nightfall please be advised lighting is required for outdoor events. Please contact Magic Party Faces LLC at least seven (7) days prior to your event if you are not able to provide lighting for an outdoor nighttime event as we may be able to find a solution.

### Booking and Payment:

- Once you submit this signed and completed contract and pay the booking fee your event is considered booked. The booking fee of \$40 is nonrefundable and is required to guarantee your dates, along with a signed and completed contract. The booking fee must be paid within 24 hours of receiving the invoice to secure your time slot.
- The booking fee is applied to your total. The remaining balance is due the day of your event BEFORE services are rendered. We highly recommend paying your balance in full before the event to save time. We accept cash, credit cards, and Venmo.

### Cancellation Policies

- We understand that circumstances may arise which require you to cancel your booking. If you need to cancel your event, please contact us BY EMAIL as soon as possible at [magicpartyfaces@gmail.com](mailto:magicpartyfaces@gmail.com) . Refunds of monies paid in excess of the nonrefundable booking fee will be issued if the event is canceled at least 48 hours in advance. If the booking is canceled less than 48 hours in advance, or cut short after face painting has begun (e.g. inclement weather, etc), no refunds will be given and the client will be liable for the full amount indicated on the contract.
- Magic Party Faces LLC will make every effort possible to fulfill your booking. Occasionally circumstances may arise which require us to cancel your booking. If your booking unfortunately has to be canceled by us due to illness, unforeseen circumstances, or any other reason, we will make every effort to contact you as soon as possible and you will receive a refund of any monies paid in excess of the nonrefundable booking fee of \$40.
- If you need to reschedule your event, please contact us BY EMAIL as soon as possible at [magicpartyfaces@gmail.com](mailto:magicpartyfaces@gmail.com) . Dates for re-booking will be subject to availability and we cannot guarantee availability for your new date. If we are able to book a new date for your event, your booking fee will be applied to the new date.

#### Sanitation and Safety Policies

- Sanitation is very important to us. Magic Party Faces LLC is proud to have sanitation policies in place to support the health of our artists, clients, and guests. We use a sanitizing rinse system for our brushes, sanitize our hands between guests, and use fresh, sanitized sponges or disposable applicators for lip and eye areas. Many face paints are formulated to be antimicrobial as well. If you would like for the artist to wear a face mask while painting we are happy to accommodate your request.
- We are unable to paint anyone with visible signs of illness or infection. This includes but is not limited to runny noses, sneezing, open sores, conjunctivitis, eczema, sunburn, cold sores, skin irritation or infection, or any other condition the artist deems unsuitable for painting.
- All paints and glitters used by Magic Party Faces LLC are cosmetic-grade and designed for use on skin. However, Magic Party Faces LLC cannot guarantee they will not cause a reaction. We are not liable for any irritations, rashes, or reactions that arise from being painted. Individuals with sensitive skin or skin allergies are advised not to participate.
- All paints and glitters can be removed with soap and water. Some darker colors may require a bit of scrubbing with a washcloth, warm water, and soap.
- Magic Party Faces LLC is unable to offer face painting to guests under three (3) years of age.
- All participants must be willing to be painted. We are unable to paint guests who are crying or trying to escape from the chair.

#### Breaks:

- For bookings longer than two (2) hours, The artist is entitled to a 10-minute break every two hours. For bookings in excess of four (4) hours, the artist is entitled to a 30-minute lunch break. It is expected that all of the artist's supplies will be kept secure during breaks. At no time will any client or guest be permitted access to the artist's supplies/equipment, even in their absence.

#### Stop Time:

- The artist will make every effort to paint everyone who wants to be painted in the time frame allotted by the contract. Please update your artist upon arrival on the number of expected guests so they can adjust their workflow to allow as many guests as possible to be painted. In the event that some guests do not get painted inside of the allotted time frame, please be advised that the artist is not obligated to stay past the end time indicated on the contract. Painting past the scheduled time is based on availability, and the artist reserves the right to decline without penalty. Services rendered past the end time allotted by the contract may incur extra fees at the rate of \$65 per half hour.

#### Working Conditions:

- The client is liable for damages and the artist reserves the right to discontinue services if faced with a situation that poses a threat to their person, supplies, and/or property, and the client fails to properly remedy it to the artist's satisfaction. Adverse conditions include, but are not limited to: extreme weather, a hostile environment, violence, harassment or intimidation, illegal activity in or around the vicinity, and/or destructive and/or abusive behavior on the part of any person or pet attending.
- The artist reserves the right to not paint subject matter that is offensive, objectionable and/or disturbing. It is the policy of Magic Party Faces LLC to paint only parts of the body that are legally allowed to be exposed. Our guideline is typically "Armpits and Up", including hands and arms. The artist reserves the right to refuse any painting, of any body part, for any reason.
- At no point will the artist be responsible for supervising children.

I have read, understood and accepted all terms and details outlined in this booking agreement. I have reviewed the event information and find it to be accurate and correct. I agree to contact Magic Party Faces LLC prior to making any significant changes to the event information (e.g., date/time/venue)

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Date \_\_\_\_\_