

Beauty by Creative at Heart Terms and Conditions

THE CONTRACT will be signed by the person booking services for a particular session and will specify the location services are to be rendered, date, time, number of persons receiving makeup service, and, if need be, what time each person will have reserved. If services for more than one person are being booked, all deposits must be paid at the time of contract signing to guarantee each reservation. Due to the possibility of schedule conflicts, additional makeup added after contract signing or changes made to the location, date, and time of event will be done at the sole discretion of Beauty by Creative at Heart [BCH] and/or representatives. This contract is the only agreement between the person(s) booking / contracting the services of BCH [hereafter referred to as Client].

DESCRIPTION OF SERVICE I agree that I am paying for hair and makeup services provided by the independent beauty artists at Beauty by Creative at Heart. Beauty by Creative at Heart is a collaboration of independent artists that have agreed to provide services as a team to simplify wedding and event planning for its clients.

BOOKINGS: To secure a date, a signed contract is required with a 50% deposit due at the time of signing. The deposit is **non-refundable** and **non-transferable**. Please be advised, dates and scheduled makeup times will only be reserved when a signed contract and deposit are received.

BOOKING TIMES: Contract will contain a start time and end time initialed and approved by the client. Each service requires a certain length of time to be finished and is not to exceed time limit. When reserving your date, book accordingly. Any additional beauty needs outside contract will only be performed at the discretion of the artist. All persons involved in beauty appointments need to be available at the scheduled time of said appointment to not break the contract. All beauty applications for more than one person must be at the same location and consecutive in time (no gaps in between).

EARLY CALL TIMES: A \$50 fee per artist will be charged for booked appointment times before 7:00 a.m.

DELAYS: A late fee of \$25.00 will be charged for every 15 minutes of delay when a client is late for the scheduled time, or if scheduled service exceeds allotted time because of client delays. Contract will state the times late fees will begin and the amount charged and will be initialed and approved by client.

DOUBLE BOOKING CLAUSE: Due to potential scheduling conflicts, if any person not available for an appointed booking time, then his or her makeup may be canceled (at the sole discretion of the artist) and all deposit monies are non-refundable.

INVOICING AND PAYMENT: Weddings and events are invoiced based on the contract agreement between client and BCH. Changes in the number and type of services may require an updated agreement. Payments can be made toward the invoice using the link provided and may be shared for payments made by others. BCH will not provide separate invoices for individuals within the same party for the event. 20% gratuity is added to all invoices for your convenience and is optional. The amount of gratuity can be changed at the discretion of the client and is not considered as part of payment of services. The final balance is due 7 days prior to the event to avoid delays on the day. The person(s) responsible for the entire balance of payment is the person(s) who has signed the booking contract. Acceptable forms of payment are cash, PayPal, credit card (additional fees may apply), cashier's check or money order made payable to Beauty by Creative at Heart - no personal checks are accepted. Gratuity is not considered for deposit or final payment obligations. **A credit card must be held on file for final payments and additional services rendered. *Please select this option on the invoice.**

TRIALS: A trial is available for all services. We recommend trial runs be scheduled 2-6 months prior to the event date. Costs for each trial service is generally \$85 but subject to adjustments based on location and is limited to 90 minutes. This is a separate fee and is due on or before the trial service is rendered. Trial services will be invoiced and can be paid by direct link prior to the trial service(s). Trial services paid the day of are to be paid directly to each artist in cash or another immediate form of payment [no checks are accepted]. 20% gratuity is added to all invoices for your convenience and is optional. The amount of gratuity can be changed at the discretion of the client and is not considered as part of payment of services. If you are more than 15 minutes late for your appointment, it may be canceled and a late fee of \$25 will be applied to the final bill. Please call at least one (1) day in advance to reschedule a trial. Trial services exceeding 90 minutes will incur a \$25 fee for each 15 minutes late.

TRIAL CANCELLATION: Cancellations are preferred 10 or more days prior to any booked date, and no less than 48 hours before the scheduled appointment. In the event Client cancels the appointment less than 48 hours prior to the scheduled date, Client will lose the deposit made to BCH. Upon payment of the cancellation fee, Client will have no further liability to BCH hereunder. If an artist cancels at any time or is unable to perform her duties for any reason, 100% of the deposit paid will be refunded by check within two (2) weeks. Client agrees that the refund of 100% of the deposit is the only liability to BCH and all its owners, employees, and agents. Additionally, if the client fails to show-up to an appointment without contacting BCH via phone, the client will pay the full amount of service scheduled for.

SERVICE LOCATION AND REQUIREMENTS: Location of service for the day-of-event will be at the discretion of the client, but there are certain requirements the artist(s) needs to complete the service(s). A "set up" table/work area needs to be made available for each artist at the location. Working electrical outlets must also be made available for use by the artist(s). Artist(s) may bring lighting, however, additional lighting either natural light or by lamps, is necessary for services to be performed properly. A low chair is requested for each hair artist and bar stools for each makeup artist.

TRAVEL FEE: Travel fees will be charged for locations one hour outside of 33411. Travel fees will be based on mileage or vehicle and number of artists hired.

AIRFARE AND ACCOMMODATIONS: All costs for travel to a booked event are to be paid by client. Costs may include, but are not limited to airfare, hotel, transportation, parking, per diem, service incidentals and all taxes.

SATISFACTION GUARANTEED: Services will be completed to the client's satisfaction but is not to exceed the allotted time. Ample time is given for each client's service upon booking. The independent artists and Beauty by Creative at Heart are hired based on the reputation, reviews, images of our work, etc. Our ultimate goal is for our clients to be exceedingly happy with the services and quality of work they receive and give them the look they desire for any event and wedding. Acceptance of completed service by the client is an acknowledgment by the client that service is done to his / her satisfaction. We also recognize that despite our best efforts, not all expectations can be met. If for any reason you are dissatisfied with the services despite our best efforts, please call or text us directly at 561.310.3231.

LIMIT OF LIABILITY: The health and safety of our clients are extremely important, and our independent artists use extreme caution with all tools, supplies, and temporary work areas used to provide hair and makeup services. By accepting these terms, you agree that the independent artists and Beauty by Creative at Heart are not liable for any damages resulting from the services provided including but not limited to allergic or other adverse reactions or injury due to the beauty services provided.

You agree and acknowledge that artists use tools that require electricity and occasionally outlets are not located near the work area. Electrical wires may be in the area where services are provided and you acknowledge and agree that the independent artists and Beauty by Creative at Heart shall not be liable for any injury sustained during the scope of the service times as a result of a fall or injury.

You agree and acknowledge, that tools used may be hot and can cause injury. We ask that small children and/or pets not be permitted around the workstations of artists.

You agree to make known any sensitivities to products prior to services being rendered. You acknowledge that products used can cause allergic or adverse reactions and you agree that the independent artists and Beauty by Creative at Heart shall not be liable in the event a reaction occurs.

USE OF IMAGE: BCH and its representatives may use on its website – and / or in any brochure, flyer or other advertising it deems necessary – any and all photographs, video, audio, and any other digitally or chemically stored media that is captured or recorded by BCH and any and all of its representatives or agents. Client(s) agree to release all claims regarding use of his / her image for such purposes. Client(s) also agrees to release name and contact information of professional photographers and / or videographers used for recording any event for which the artist(s) has been contracted. Client(s) agree to release to BCH use of said photographers / videographer's photographs and recordings.

The signed agreement serves as a release to client(s) photographer / videographer and authorizes them to release to BCH and its owners, agents, and employees any photographs / recordings to use on any promotional materials BCH deems necessary.

SEVERABILITY: If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with any of the law(s) of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

REFUND POLICY Deposits and subsequent payments made toward a scheduled wedding or event are non-refundable. Artists are booked and subsequently refuse/deny services to others to reserve your date and expect that they are working and being paid for a reserved date.

If there are scheduling changes to an event or wedding and changes in those receiving services, monies already paid will be applied to those new to the schedule, however, no refunds are provided for a reduction in the number of people and services scheduled and reserved.

CANCELLATION POLICY In the event the client cancels the service(s) for a wedding or event less than 10 days prior to the reserved date, the client is liable for the full remainder of the balance, especially during busy seasons.

Postponements An event may be postponed in most cases without penalties, however a change in company pricing will be applied to the invoice due for the new date, when applicable. If there are any scheduling conflicts, alternate dates can be discussed. Monies paid toward an event will be applied to the future date within 6 months, after that time, the monies collected are forfeited.

If a client wishes to reschedule a personal service (i.e. engagement session, bridal trial, photoshoot, etc.) within 48 hours, a \$30 rebooking fee may be added to the next booked session depending on scheduling.

FORCE MAJEURE In the event of unforeseen circumstances and conditions beyond our control which prevent services being rendered, including weather, pandemic events, mass closures, etc., Beauty by Creative at Heart will work with you to reschedule services for an event or wedding scheduled on or during the time originally scheduled. All monies collected will be held and applied to a future date within one (1) year of the original date scheduled and reserved. Refunds will not be provided during that time and in most cases are not refundable after the one-year mark. Partial refunds are considered on a case by case basis and MAY be provided but are not guaranteed.