



## **BRIDE SERVICE AGREEMENT**

THIS GENERAL AGREEMENT (the "Agreement")

Dated: [Timestamp of the email this document was attached]

BETWEEN:

- **THE CLIENT (BRIDE)**
- **EYE DO MAKEUP & HAIR LLC/ DOING BUSINESS AS REFYEANCE MAKEUP & HAIR**
- **ARTIST/S**

### **Disclaimer:**

- REFYEANCE MAKEUP & HAIR is a talent agency that represents professional freelance artists. The freelance artist involved in this agreement has a valid contract that allows REFeyeANCE Makeup & Hair LLC to represent them and contract with the Customer on their behalf.

All parties in this agreement are individual, independent contractors representing the beauty industry's top performers.

### **Background:**

Customer initially contacted REFYEANCE MAKEUP & HAIR seeking the professional skill sets of Artist(s) in the fields of makeup & hair application(s), and other miscellaneous skill sets in the beauty industry for a specific event in relation to high definition photography and film. REFYEANCE MAKEUP & HAIR reserved the desired date and time of this specific event, upon a \$75 retainer fee paid by the customer and/or a scheduled trial run consultation between the Customer and Artist(s). Artist(s) will/have displayed their professional skill sets to determine style and application method through a trial run, per the requirements of the Customer in preparation for the specific event. This reservation fee secures your artist/s, gives you 24 hour access to one of our customer service managers and ensures creation of a detailed wedding day schedule which is sent to you 4 weeks prior to your event. This deposit is not deducted from your wedding day total and is refundable should you need to cancel for any reason as long as we are notified 3 months prior to the wedding date.

The deposit is non refundable if you cancel within 90 days from the event. If you cancel within 3 months of the event, a 30% cancellation fee will be billed to you based on the makeup & hair count you provided. You can add to your count within the 90 days from your wedding but any reductions in count, would result in a fee when an artist is removed from the reservation due to the decrease.

Any trial run fee's that the customer incurred from the trial consultation have already been paid, and were made payable directly to the Artist(s) the day of the initial consultation.

- The Customer is of the opinion that the Independent Contractor has the necessary qualifications, experience and abilities to provide the skill sets desired to the Customer.
- The Independent Contractor is agreeable to providing such skill sets to the Customer on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and the Independent Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

The Customer hereby agrees to engage the Independent Contractor to provide the Customer with Professional Skill sets consisting of:

Provided By Independent Contractor:

- Makeup / Hair application(s) on the day of the specific event – (Artist/s)
- Point of contact, Day of wedding makeup & hair planning, customer service, scheduling & coordination of event makeup & hair - (REFEYANCE MAKEUP & HAIR)

The Professional Skill sets will also include any other tasks that the Parties may agree on. The Independent Contractor hereby agrees to provide such Professional Skill sets to the Customer.

Provided By Customer:

- Provide location address for the on location event, table space, chairs, lighting and an electric outlet.

**Term of Agreement:**

The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the work, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.

In the event that either Party wishes to terminate this Agreement, that Party will be required to provide written notice to the other Party a minimum of 90 days' prior to the scheduled event. Customer will be responsible for paying 30% of the wedding total in the event that they cancel without a 90 day notice.

**Performance- Minimums:**

The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

- **Each Artist requires a 6 adult full application minimum for weekend events. Bride Agrees to Pay the minimum in the event that original counts decrease. Smaller parties can be accommodated for an up-charge. The rates listed on our site are for parties of 6 or more adult services. Flower girl applications or A La Carte do not count towards artist minimums. Your rate per application can be viewed in your price quote. We do not increase rates on you unless your bridal party count falls below 6 adult services per artist.**

**Currency:**

All monetary amounts referred to in this Agreement are in USD (US Dollars). Most artists accept credit card payments. Gratuity Fees would apply. Checks are not accepted for on location events. Venmo is not accepted.

**Compensation:**

For the Skill sets rendered by the Independent Contractor as required by this Agreement, the Customer will provide compensation (the "Compensation") to the Independent Contractor. Payment is due to your artist on the day of the event.

The Compensation will be payable, while this Agreement is in force, according to the following payment terms:

The balance is due after completion and paid directly to the individual artists (Payments per Artist(s)). Pre payment is not accepted.

REFEYANCE MAKEUP & HAIR will provide the (you) bride with a draft schedule 3-4 weeks prior to the event date that will include a breakdown of prices, times & counts. This information is gathered from the customer's contact form that they submit prior to booking.

**Additional Compensation- Tips:**

In addition to the Compensation, the Artist(s) will expect the following additional compensation for performing the Professional Skill sets:

- **TIPS: Please make sure to tip your Artist(s) accordingly. Tips are not included in the application price.**
- **The average tip is 15-20% per application. 20% gratuity will be added to all credit transactions to your artist.**

**Reimbursement of Expenses:**

In connection with providing the Skill sets here under, the Independent Contractor will only be reimbursed for the following:

- We kindly request that client pay for Artist(s) Valet parking fees. The artists Valet for safety reasons and for easy transport of heavy makeup & hair kits.

**Possible Payment Penalties & Cancellation Policy:**

**We charge a 30% cancellation fee if you cancel your entire reservation within 4 months from your wedding date. If you cancel before the 4 month mark, there is no fee.**

In the event that a bridal party member is late to their scheduled appointment a \$25 late fee will be added to the bride's bill. Bride agrees to submit a 90 final count. REFeyeANCE will send out a reminder to the bride when the final details are due.

An \$20 fee will also be added to each bridal party member who arrives to their appointment with wet hair as we charge an extra \$20 to dry hair in addition to the application fee. These fees can easily be avoided when each bridal party member arrives to their appointment on time with dry hair.

A \$45 extension installation fee will be applied to anyone who wants their own clip in hair extensions incorporated into their hair style.

**Confidentiality:**

Confidential information (the "Confidential Information") refers to any data or information relating to the Customer, whether business or personal, which would reasonably be considered to be private or proprietary to the Customer and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Customer.

The Independent Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Independent Contractor has obtained, except as authorized by the Customer. This obligation will survive indefinitely upon termination of this Agreement.

All written and oral information and material disclosed or provided by the Customer to the Independent Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Independent Contractor.

**Capacity/Independent Contractor:**

In providing the Skill sets under this Agreement it is expressly agreed that the REFeyeANCE MAKEUP & HAIR and Artist(s) are acting as an independent contractor. REFeyeANCE MAKEUP & HAIR only represents the most reputable, dependable and licensed artists who have perfect attendance with prior events.

**Complaints:**

**In the event that you are not 100% satisfied with the services that you have received, we ask that you contact REFEYEANCE MAKEUP & HAIR, LLC directly to rectify the situation prior to posting negative comments on social media. We ask that you give us the opportunity to improve your experience before expressing a negative conclusion on public record. We would like the opportunity to make things right with you before forming your overall experience conclusion.**

**Client agrees not to publicly criticize Eye Do Makeup & Hair, LLC , the Artist/s or DBA REFEYEANCE MAKEUP & HAIR on social networks, public forums & blogs by only leaving accurate facts after speaking to the owner of REFeyeANCE regarding the concern. This includes but is not limited to The Knot & Wedding wire wedding websites. Client agrees not to write negative reviews prior to contacting the owner (Crystal Kurtz) so that the owner can be given the chance to rectify the concern.**

You can contact the owner of REFEYEANCE MAKEUP & HAIR directly with any and all concerns at [wedding@refeyeance.com](mailto:wedding@refeyeance.com)/ Attn: Crystal Kurtz

Notices:

All notices, requests or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

REFEYEANCE MAKEUP & HAIR  
Attn Crystal Kurtz  
8401 CLAUDE THOMAS RD - SUITE 43  
FRANKLIN, OHIO, 45005  
Email: [weddings@refeyeance.com](mailto:weddings@refeyeance.com)

**Limitation of Liability:**

It is understood and agreed that the Independent Contractor & REFEYEANCE MAKEUP & HAIR will not be liable to the Customer or any agent or associate of the Customer, for any mistake or error in judgment or for any act or omission done in good faith and believed to be within the scope of authority conferred or implied by this Agreement. Client agrees to not hold Artist/s or REFEYEANCE MAKEUP & HAIR liable for property damages or wedding day complications that could result in monetary loss. If damages occur Client understands that they will need to contact the artist directly for claims. REFEYEANCE MAKEUP & HAIR will not be liable or assist in the aid of collecting information for claims between the artist who performs the work and the client.

LIABILITY DISCLAIMER: All brushes and makeup products are kept sanitary and are sanitized between every application. Makeup products used are hypoallergenic. Any skin condition should be reported by the client to the artist/s prior to application and, if need be, a sample test of makeup may be performed on the skin to test reaction.

Client(s) agree to release the makeup artist & REFYEANCE MAKEUP & HAIR from liability for any skin complications due to allergic reactions. We also do our very best when it comes to sanitation as outlined below:

Artists will be deep cleaning their kit and brushes the night before your wedding. Washing hands and using hand sanitizer in front of each client prior to starting their application. Using brush cleaner disinfectant on brushes in-between each client. Using disposable wands with all cream products such as mascaras and lip products so that no products are ever contaminated. Using disinfectant to spray all eyeliners, lip liners, brow pencils and powder products (over 70% Isopropyl Alcohol). On the day of the wedding: We kindly ask that only the person receiving services be within 6 feet of your artist. Typically your artists will set up in the same room if you have more than one artist. Bride agrees that herself and her bridal party will not hold REFeyeANCE Makeup & Hair or her Artist/s liable for any possible spread of germs such as COLDS/ COVID/ FLU/ETC. Hair services will be denied if the artist sees that a bridal party member has lice. This situation would be handled discretely and with care.

In the event that your scheduled artist is in the hospital on your wedding day or has a major illness, REFeyeANCE makeup & hair will do everything in their power to work quickly in finding a replacement. The benefit of booking with agency is that there are many artists on call so that we can have a solution for you in a timely manner.

#### **Definition of Force Majeure**

**In this Clause, "Event of Force Majeure" means an event beyond the control of the Authority and the Operator, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:**

- 1.1.1 act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);**
- 1.1.2 war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo;**
- 1.1.3 rebellion, revolution, insurrection, or military or usurped power, or civil war;**
- 1.1.4 contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;**
- 1.1.5 riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier or of his Subcontractors; or**
- 1.1.6 acts or threats of terrorism.**

#### **Consequences of Force Majeure Event**

**1.2.1 Neither the Authority nor the Operator shall be considered in breach of this Contract to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an Event of Force Majeure that arises during the time (before or after) of the scheduled event. Artist are not held liable to travel to your event during a national/city or state of emergency.**

#### **Additional Clauses:**

Customer agrees to allow REFYEANCE MAKEUP & HAIR to use any pictures from the specific event for promotional & advertising purposes on website(s) and other promotion tools used if desired. REFYEANCE MAKEUP & HAIR agrees not to use any pictures from the specific event for promotional & advertising purposes on website(s) and other promotion tools used if Customer explicitly requests so in writing via e-mail.

Modification of Agreement:

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

#### **Assignment:**

The Independent Contractor will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer. In the event of an artist emergency, REFYEANCE MAKEUP & HAIR will replace your artist with another artist who is capable of doing the job assignment.

**Entire Agreement:**

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

**Inurement:**

This Agreement will inure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

**Gender:**

Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**Governing Law:**

It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Ohio, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Severability:**

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**Waiver:**

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this day.

Bride Agrees To the Terms of this Service Agreement: