



# REFEYEANCE MAKEUP & HAIR

## GENERAL SERVICE AGREEMENT

THIS GENERAL AGREEMENT (the "Agreement")

Dated: [Time stamp of the email this document was attached]

BETWEEN:

- 1) - THE CLIENT (BRIDE)
- 2) - EYE DO MAKEUP – WEST LLC / DBA: REFEYEANCE IV MAKEUP & HAIR
- 3) - ARTIST/S (Individually and collectively the "Independent Contractor").

- **BRIDE NAME:**
- **WEDDING DATE:**
- **EMAIL ADDRESS:**
- **PHONE NUMBER:**
- **GETTING READY ADDRESS:**
- **CEREMONY TIME:**
- **HAIR AND MAKEUP FINISH TIME:**
- **TOTAL NUMBER OF ADULT HAIR (including bride if needed, age 9 and up):**
- **TOTAL NUMBER OF CHILD HAIR (age 8 and under):**
- **TOTAL NUMBER OF ADULT MAKEUP (including bride if needed):**
- **TOTAL NUMBER OF JUNIOR BRIDESMAID MAKEUP (age 11-16):**
- **TOTAL NUMBER OF CHILD MAKEUP (age 10 and under):**
- **IS THE BRIDE INCLUDED IN THE ABOVE ADULT HAIR COUNT:**
- **IS THE BRIDE INCLUDED IN THE ABOVE ADULT MAKEUP COUNT:**

Disclaimer:

- REFEYEANCE IV MAKEUP & HAIR is an agency that represents professional artists. The artist/s involved in this agreement has a valid contract that allows REFEYEANCE IV MAKEUP & HAIR 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 REFEYEANCE IV 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.

REFEYEANCE IV MAKEUP & HAIR reserved the desired date and time of this specific event, upon receipt of a \$75 reservation fee paid by the customer. Reservation fees go directly to the company for the coordination process. Coordination process includes customer service email response to questions, coordinating hair and makeup trial, documenting event details, contracts and drafting a detailed wedding day makeup and hair schedule (to be reviewed and approved by customer). Reservation fee is nonrefundable and will not be deducted from the wedding day total, trial run or photo session. There will be an additional \$75 fee to change your event date.

Artist(s) displayed or will display 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. Any trial run fees that the customer incurs from the trial consultation will be or have been made payable directly to the Artist(s) the day of the initial trial 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)
- Event planning, customer service, scheduling & coordination of event makeup & hair - (REFEYEANCE IV 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.

If 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 application minimum per event. Bride only options and lower application minimums are available only on agreed upon basis. Please refer to your email thread. Smaller parties may be accommodated for a price increase. You can view your price per application in your email thread.

Currency:

All monetary amounts referred to in this Agreement are in USD (US Dollars).

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)). Payment options can be discussed with your artist at the trial run.

REFEYANCE IV MAKEUP & HAIR will provide the Customer with a draft schedule 4-5 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 20% per application.

#### Reimbursement of Expenses:

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

- We humbly request that client pay for Artist(s) Valet parking fees and any other fee's that may be incurred due to the location of the specific event such as water transient fees in the south markets, or toll fees. The artist/s do Valet Park at hotels for safety purposes and ease of loading/unloading gear.

#### Payment Penalties:

If a bridal party member is late to their scheduled appointment, \$20 will be added for any person who is late by 20 minutes or more. \$1 per minute will be added past 20 minutes.

#### 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 Artist.

#### Capacity/Independent Contractor:

In providing the Skill sets under this Agreement it is expressly agreed that the REFYEANCE IV MAKEUP & HAIR and Artist(s) are acting as an independent contractor and not as an employee. The Independent Contractor and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for the desired work/skill set the Artist(s) are providing for the specific event.

## Complaints:

In the event that you are not 100% satisfied with the services that you have received; we ask that you contact REFEYEANCE IV MAKEUP & HAIR directly to rectify the situation. REFEYEANCE IV MAKEUP & HAIR takes pride in providing each bride with exceptional customer service and will address any situations involving a lack of satisfaction when contacted directly. We ask that you give us the opportunity to make things positive before forming your overall experience conclusion. You can contact the owner directly with all concerns at [info@refeyeance4.com](mailto:info@refeyeance4.com) /Attn: Jessica Manis.

## Notices:

All notices, requests, demands 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 IV MAKEUP & HAIR: C/O Jessica Manis  
8401 CLAUDE THOMAS RD - SUITE 43  
FRANKLIN, OHIO, 45005  
Email: [info@refeyeance4.com](mailto:info@refeyeance4.com)

## Limitation of Liability:

It is understood and agreed that the Artist/s & REFEYEANCE IV 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 IV MAKEUP & HAIR liable for property damages or wedding day complications that could result in monetary loss.

**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 & REFEYEANCE IV MAKEUP & HAIR from liability for any skin complications due to allergic reactions.

## Definition of Force Majeure:

Unforeseeable circumstances that prevent someone from fulfilling a contract. 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, hurricanes, tornadoes, 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 Client nor the Operator shall be considered in breach of this Contract where the performance of their respective 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 t REFYEANCE IV 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 IV 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 and agreed by 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, with appropriate notice, REFYEANCE IV MAKEUP & HAIR work to replace your artist with another artist who can do 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:**

If 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 these terms of service: