*This Services Agreement is entered into on the date set forth below, between Kish & Makeup, and the “Client,” who is identified above (under "Client Name"), according to the following terms and conditions.*

**Payment:** Client agrees to pay the full amount due under this contract, even if client actually uses artist for less time than contracted. Your payment may be made by credit/debit card or paid by direct bank transfer (to kishandmakeup@gmail.com).

**Booking Date:** The time slot will not be reserved for the client until the invoice is paid in full. Payment in full signifies acceptance of the service agreement.

**There is a non-refundable booking fee of $75** should the client for any reason cancel or postpone the contracted day or time period. However, in case of postponement, Kish & Makeup will negotiate in good faith to arrange an alternate date if deemed feasible by the owner and the non-refundable booking fee will be transferable to this new date. Please be cautious when booking entertainers for outdoor events. **Having a backup indoor plan for rain is highly recommended.** Alternately, Kish & Makeup does have a Rain Date Booking option for $50 which would secure your artist(s) for that backup date.

Should Kish & Makeup be unable to perform its contracted services for any reason whatsoever, Kish & Makeup will make its best effort to obtain a suitable and equivalent replacement. If we are unable to perform or find such a replacement the deposit and any amounts paid by the client under this contract agreement, will be refunded with the exception of any special supplies (Party Add-Ons) purchased for the client (at the client's request) in which case the cost of the special items purchased will be deducted from the amount refunded and the specialty items will be available for the client to pick up from the artist.

**Confirmation:** Kish & Makeup will call to confirm all details of your event approximately one week before your event. Please update us with any changes, possible additional time needed, and any driving directions that might be useful in case of construction in your area. You should feel free to contact us for any reason concerning your event.

**Cancellations:** Please understand that we have held the date of your event and most likely passed on other events in order to entertain for you.

If you cancel your event with at least 24 hours notice, only the $75 booking fee will be non-refundable.

There will be no reimbursements for cancellations made within 24 hours of the event.

The client understands the terms of this section and agrees to the reimbursements in the event of a cancellation within the time frames described.

**Overtime:** Any time beyond the time booked will cost $50.00 per half hour, per artist, with a full half hour being charged for each 1-30 minutes of overtime. At the time of the event, if you would like Kish & Makeup artists to stay longer than agreed to in this agreement, please let the artist know before it is time for their scheduled departure and be prepared to pay for the overtime that you agree upon. Only booked times with deposits are guaranteed. Any additional time on the day of your event may not be available, although artist(s) will attempt to accommodate requests for additional paid time.

**Set Up:** Kish & Makeup brings all of our materials to make the magic happen. Please provide us with a small table for our use during your event. If you do not have a small table available, please let us know in advance so we can make arrangements for one. A 5-8 foot wide (one or two entertainers), level space is needed for us to set up, preferably against a wall with good lighting. If event is being held outdoors, a covered or shaded area is required. If you are unable to provide this, please let us know so that we can bring the appropriate coverage.

It takes approximately 15 minutes for us to set up. Set up and breakdown time is not charged as part of the Services.

**Breaks:** Artist will be provided with paid 10 minutes breaks for every three hours of contracted time. Artists require mandatory access to a restroom.

**Time Estimates:** When booking your party please clarify with Kish & Makeup if you would like their services to include quick and simple designs or mega fancy designs (if face painting has been requested). We will do our best to offer and create designs that will allow us to serve the maximum number of guests 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.

Often, at a child’s party, older teens or adults want to get in on the fun. We would love to entertain everyone that would enjoy it if time allows! Please take this into account when deciding how long you would like the artist to stay. Please kindly advise your guests and the face painter who the painting and/or glitter tattoos are intended for so that there is no confusion. Please book the number of hours according to the number of guests you would like to have painted.

Face Painting – each artist can paint 8-15 people per hour depending on the designs chosen.

Glitter Tattoos - each artist can create 14-17 glitter tattoos per hour depending on the designs chosen.

**Artwork Limitations:** Artists retain the right to refuse to paint any part of the body that is not legal to expose, or any place the artist does not feel comfortable painting. Artists retain the right to refuse to paint any design or wording that is obscene, offensive, or deems defies good taste. Artists retain the right to refuse to paint any symbols or other illustrations that are commonly associated with “gang” or other illegal group affiliations. Artists deem the right to refuse to paint copyrighted characters or any designs he/she is not comfortable painting. Artists retain the right to refuse to paint on any individual that is unwilling to be painted.

**Liability Statement:** Neither artist nor Kish & Makeup is 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 the artist perform a patch test at the beginning of the party. For safety reasons, artist will not paint children under 3 years old. For sanitary reasons, artist will not paint anyone who is or appears to be sick or coughing or suffering from cold sores, conjunctivitis, eczema, open wounds, or any infection skin condition. Artists use sanitary products to clean surfaces that are in high touch areas. Kish & Makeup and its artists can not be held responsible for any spreading of illness or viruses. Artists will use reasonable care but are not responsible for damage to clothing or property.

**Parking:** Artists will be provided with easily accessible parking of the property where services will be provided. If the event is at a commercial facility the artists will be provided a parking spot near the commercial facility entrance door for equipment unloading. If an accessible parking option is not available Kish & Makeup has a right to deny or halt services. The client will reimburse the artist for any parking fees incurred while the artist is providing its contract agreement services to the client.

**Adverse Working Conditions:** Please ensure a safe area for artists to work in, ideally inside a building, or if outdoors, with proper cover available (to protect from high wind, cold or rainy conditions, and sun). Kish & Makeup can supply our own tent if needed, but must be given notice ahead of time. Artist has the right to cease painting and leave without refunding monies if there are adverse working conditions and the client fails to remedy the situation after it has been brought to the attention of the client. Adverse conditions include (but are not limited to) destructive, violent, or extreme behavior of a child or an adult; illegal activities; dangerous weather or work environment conditions; dangerous conditions in general. In the event of a weather cancellation Kish & Makeup will agree to a rain date if discussed 48 hours prior to event day and once the Rain Date booking fee is paid.

**Artists will not supervise children:** The behavior and safety of all children and adults is the hosts responsibility and none of Kish & Makeup or the artist’s. Any damage to the artist's equipment due to negligence of others is the client's responsibility. Please see that guests are not running or playing dangerously close to where the artist is performing. No unaccompanied children will be painted under any circumstance.

**Sanitization:** Brushes will be cleaned regularly throughout the duration of your event. The artist will also use fresh sponges and lipstick applicators for each child.

**Police Record Check - Vulnerable Sector:** Kish & Makeup will provide confirmation of its Vulnerable Sector Police Record Check upon request.

**Kish & Makeup** agrees to provide services of general face painting or glitter tattoos using only FDA compliant products on said contract agreement dates, with acceptance and timely payment of invoice. Artist also agrees that a liability insurance policy is in full force and effect and will provide a current insurance certificate upon request. For any reason, should Kish & Makeup be unable to accommodate your paid booking, or provide a suitable and comparable replacement, a full refund of your deposit will be returned. In the event that Kish & Makeup is unable to perform or provide a suitable replacement, the client agrees that a full refund of any amounts paid to Kish & Makeup will represent a full satisfaction of any and all amounts due. This means that Kish & Makeup is no longer liable to the client for any further claim of damages or other claims of any kind whatsoever, beyond a full refund of any amounts paid by client to Kish & Makeup.

**Other Fees:** A travel fee of $25 applies when the event is more than 20 km from Mississauga, Ontario. Depending on your event, there may be a charge for outdoor, lengthy or difficult setup – usually $25 but please call for a quote if you feel your event may be considered difficult to set up for. And lastly, we want your event to be successful. Be sure to ask any questions you might have ahead of time so we can make sure you get what you want. If you have booked by the hour, it is your responsibility to limit additional guests from requesting service after that time. Please book enough time to have all your guests painted to avoid this disappointment. If your event might require line management (long, long lines of guests waiting to get their faces painted) we will require an additional $25/hour fee. You always have the option to provide someone to help with line management in order to avoid that fee, but we will need their full attention during peak times and near the end of the contracted time especially.