



Policies, Terms, and Conditions

THE CONTRACT will be signed by the person booking services for a particular session, and will specify the location, date, time, number of persons receiving makeup service, and 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 Kimberly Smith. This contract is the only agreement between the person(s) booking / contracting the services of Kimberly Smith [hereafter referred to as Client].

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 client. Each makeup requires a certain length of time to be finished and is not to exceed time limit. When reserving your date, book accordingly. Any additional makeup needs outside contract will only be performed at the discretion of the makeup artist. All persons involved in makeup appointments need to be available at the scheduled time of said appointment in order to not break the contract. All makeup 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 will be charged for booked appointment times before 9:00 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 makeup 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 cancelled (at the sole discretion of the makeup artist) and all deposit monies are non-refundable.

SATISFACTION GUARANTEED: Makeup will be completed to client's satisfaction, but is not to exceed allotted makeup time. Ample time is given for each makeup upon booking. Acceptance of completed makeup application by client is acknowledgement by client that makeup is done to his / her satisfaction.

TRIAL MAKEUPS: A trial makeup is available for services that do not include one. It is only offered when a makeup service is already contracted. The additional trial makeup service costs \$75 and is limited to one-half (1/2) hour. This is a separate fee and is due when trial service is rendered. If you are more than 15 minutes late for your appointment, it may be cancelled 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 makeup.

CANCELLATION: Cancellations are preferred 8 or more days prior to the booked date. In the event Client cancels the Project less than one week prior to the scheduled date, Client will lose the deposit made to the

Artist. Upon payment of the cancellation fee, Client will have no further liability to Artist hereunder. If makeup artist cancels at any time or be 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 MakeupbyKim-Porter.com and any and all of its owners, employees, and agents.

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 makeup artist needs to complete the makeup. A "set up" table/work area needs to be made available for the makeup artist at said location. Working electrical outlets must also be made available for use by makeup artist. Ample lighting, whether by means of natural light or by lamps, is necessary for services to be performed properly. A chair is requested.

TRAVEL FEE: A mileage fee will be charged for locations outside of a fifteen (15) mile radius of the city of Brooklyn, NY. The amount will be determined at time of inquiry.

AIRFARE AND ACCOMODATIONS: 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.

LIABILITY: All brushes and makeup products are kept sanitary and are sanitized between every makeup application. Makeup products used are hypoallergenic. Any skin condition should be reported by the client to the makeup artist 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, MakeupbyKim-Porter.com, its owners, and all employees and agents from liability for any skin complications due to allergic reactions.

PAYMENT: The final balance is due on the day of the event as **one** payment - no exceptions. 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 fee applies), cashier's check or money order made payable to Kimberly Smith.

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.

USE OF IMAGE: MakeupbyKim-Porter.com and Kimberly Smith 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 Kimberly Smith and any and all of its representatives or agents. Client(s) agree to release any and 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 makeup artist has been contracted to do makeup. Client(s) agree to release to MakeupbyKim-Porter.com 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 MakeupbyKim-Porter.com and its owners, agents, and employees any photographs / recordings to use on any promotional materials MakeupbyKim-Porter.com deems necessary.