

# Color Me Happy Entertainment Service Agreement

**Face Painting:** \$125 per hour with a 2 hour minimum, per artist. One Artist can paint approximately 10 to 25 faces per hour depending on the intricacy of the design chosen.

**Balloon Art:** \$125 per hour with a 2 hour minimum, per artist. One artist can twist approximately 10 - 20 balloons per hour depending on the intricacy of the design chosen.

Be sure to book your time accordingly to avoid disappointing any guests due to lack of time booked. We often have events booked right after and may not be able to stay past stop time contracted. If you exceed the time booked and we are available to stay, we can bill by the ½ hour for overtime. Client will pay for the time booked plus additional time, even if event is delayed.

All charges are due on the day of the event for corporate and private events. Client must pay for a minimum of 2 hours even if Client uses Artists for less than 2 hours. Completed agreement signature and any booking fees requested must be received 4 calendar days after receiving request for event confirmation or the client runs the risk of losing that date.

**Travel/setup/other fees:** Travel fees apply when the event is more than 45 minutes from the general Atlanta, GA area. Parking fees must be paid to artist with other payment. Should a check be returned, there is a \$30 returned check fee.

## Parking

Please either leave a space open in front of the house/event on the street, the driveway, or a loading dock so Artist can unload equipment. The Client will reimburse Artists for any parking fees. Please note should difficult parking situations arise this may delay the start time of services, and we are not required to reimburse for time lost.

## Indoor Setup

Bathroom facilities, a minimum of 6' x 6' space is required. We will arrive in time to set-up. Please ensure that location has adequate lighting. We will provide a table and (2) chairs for no additional charge if needed.

## Outdoor Setup

We will provide a table and (2) chairs for no additional charge. In case of rain or extreme heat, please provide a covered area for setup. We will need to set up 15 minutes prior to start/after completion of event in this case. We require a minimum of 10'L x 10'W x 11' H of level space, adequate lighting, and access to a restroom.

### **Weather (for outdoor events)**

The client agrees to provide an area with protection from extreme temperatures, sun, rain, snow and excessive wind. Client is responsible to provide an alternate indoor location in the event of inclement weather. The client agrees to pay the full amount contracted once the painter has arrived at the event location, even if it is raining. Please list an alternate indoor location on the front of the contract as we do not offer refunds for inclement weather.

### **Breaks and Stop Time**

Artists will have paid breaks of 5-10 minutes every two hours, and 30 minutes every 3 or more hours, and access to a rest room. If you have booked by the hour, please limit additional guests from requesting service after that time. Please book enough time to have all your guests painted to avoid disappointment.

### **Cancellations / Refunds / Reschedule**

If you cancel the event within 5 days notice, you waive the right to the booking fee but will not owe anything further for the cancelled event.

If you reschedule the event within 5 days notice, you waive the right to the booking fee but will have to pay a new booking fee to secure the new date.

Booking fees are also non-refundable. There are no refunds for inclement weather so please secure an alternate indoor location for your event in advance. Should our Artist get sick/ have to cancel, we will find a replacement Artist or refund.

### **Limitations On Artwork**

If in public, artists will not paint on any part of the body that is not legal to expose or any place artist does not feel comfortable painting. In addition, Artists will not paint subject matter deemed offensive or disturbing.

### **Extreme Adverse Working Conditions**

Artist has the right to cease painting and leave without refunding any monies if there are extreme adverse working conditions and the Client fails to remedy the situation after it has been brought to the Client's attention. Adverse conditions included but not limited to: destructive, violent, or extreme inappropriate behavior of a child, pet or adult; illegal activities; or otherwise dangerous conditions.

### **Liability Statement**

While we use ONLY FDA approved cosmetic supplies, Artist is not liable for allergic reactions to paints and or supplies. People with skin allergies or sensitive skin should either not participate, or have Artist perform a patch test at the beginning of the party. Client understands that darker face paints will linger and must be removed with mild soap, water and washcloth. For safety reasons, Artists will not paint children under 2 years old if child is unwilling. For sanitary reasons, Artists will not paint anyone who is or appears to the Artist to be sick or suffering from cold sores, conjunctivitis, ringworm, sunburn, eczema, any infectious skin condition or open wounds. These determinations are at the Artist's discretion. The Client agrees to pay for any accidents or injuries caused by pets or guests, and/or any damage to Artist's equipment or supplies caused by pets, lawn sprinklers, or guests. Artist cannot supervise children.