



**Contract of Services with  
KISS BY KATIE HAIR & MAKEUP ARTISTRY**

**BOOKINGS:** To secure an appointment date, this agreement is to be signed and returned to Kiss by Katie Hair & Makeup Artistry either by email, mail, or in person. Once the proposal & contract of services are signed and received, a 50% Deposit (outlined in the proposal) is required to reserve your appointment time and day. Please note that all proposals & contract of services must be returned within two (2) days upon receipt in addition to the 50% deposit (as outlined). After your forms are signed & deposit is paid, then and only then will you officially be booked with Kiss by Katie. Deposits are nonrefundable & nontransferable after three (3) days have passed from the date of initial payment. The final balance is due on or before the scheduled day of services. Any appointments booked with a Senior or Freelance Artist will require the total payment in full to secure the appointment date.

**SERVICES:** The contract will be signed by the person booking services for a particular session. All booking fees must be paid at the time of contract signing to guarantee each reservation. Due to the possibility of schedule conflicts, the client is required to confirm AT THE TIME OF BOOKING the total number of services to expect the day of your wedding. Additional services added after this agreement or changes made to the location, date, and time of event will be done at the sole discretion of Katelyn Franks. If agreeable to the artist and her schedule, the number of services can increase, however, once the appointment is booked the number of services cannot decrease. Please note that a decrease in wedding day services will still result in the same original balance due as outlined on the signed Proposal. This contract is the only agreement between the person(s) booking / contracting the services of Kiss by Katie [hereafter referred to as Client(s)] and Kiss by Katie.

**INITIAL** \_\_\_\_\_

**CONSULTATIONS/TRIALS:** A service consultation/trial is required, in order to ensure client satisfaction and compatibility prior to the booked event date.

**DELAYS:** A late fee of \$15.00 will be charged for every 30 minutes of delay when a client is late for the scheduled time, or if scheduled makeup application exceeds allotted time because of client delays.

**SATISFACTION GUARANTEED:** Makeup will be completed to client's satisfaction, but is not to exceed allotted make up time. Ample time is given for each make up application upon booking. Acceptance of completed makeup from Kiss by Katie Makeup Artistry & Styling is acknowledgment by client that makeup is done to his/her satisfaction.

**CANCELLATION:** Should the contract be terminated on behalf of the client within three (3) days of initial payment, a fee in the amount of 25% will be assessed from the total amount (outlined in proposal) and the remainder will be refunded to the client thereafter. After the three day grace period, should a client cancel the booked event of any service on a contract, the deposit will not be refunded or transferred. If Kiss by Katie Hair & Makeup Artistry/ Katelyn Franks cancels at any time or is unable to perform the services agreed upon, and another artist is not available, 100% of the deposit paid will be refunded by check, cash, or credit card no longer than two (2) weeks. Client agrees that the refund of 100% of the deposit is the only liability to Kiss by Katie Makeup Artistry & Styling.

**SET UP & LOCATION REQUIREMENTS:** All "on-location" appointments require a \$40 set-up fee, included in the client's proposal. Any appointments that require a location change or second location will incur an additional \$25 set-up fee. A preparation table/work area, working electrical outlets, and ample lighting is to be made available for Kiss by Katie Hair & Makeup Artistry at the client's desired location so that services are able to be performed properly.

**ADDITIONAL ARTISTS:** Parties that require any additional assistance will accrue a rate of up to \$200 per artist. Kiss by Katie Hair & Makeup Artistry/Katelyn Franks reserves the right to bill an Additional Artist fee to the client as deemed necessary. Parties will always be advised in advance should an Additional Artist fee incur. Should a party decrease service numbers to avoid an assistant fee, the original amount will still be due as outlined on the proposal on or before the day of agreed services.

**TRAVEL & PARKING:** All services include 20 miles round-trip from makeup artist point of origin to the said location, determined by the client. Any appointments that exceed the complimentary miles will be charged at the makeup artist's discretion and will be determined at the time of inquiry. Where parking, valet, or toll feed may be incurred, the amount will be included into the final bill and due for payment on the agreed day of the event.

**LIABILITY:** All brushes and makeup products are thoroughly cleaned prior to each appointment & kept sanitized between each service. All skin conditions & facial sensitivity should be reported by the client to the makeup artist prior to application and, if need be, a sample test of makeup/product may be performed to test for reaction. Client(s) agree to release the artist and Kiss by Katie Hair & Makeup Artistry from liability for any allergic reactions or infirmity obtained during or after the client's appointment.

**CIRCUMSTANCES BEYOND CONTROL:** In the event of a power outage, Kiss by Katie Hair & Makeup Artistry will not be held responsible for hair and/or makeup services not being performed. Makeup will be applied by brush/sponge and will be performed to the best of the makeup artist's ability. Hair styles requiring a hot tool may change but will be styled as best as possible given the circumstances. The deposit will not be refunded and the balance will still be due.

**PAYMENT:** The final balance is due on the day of the event before services begin, as one payment by the person(s) who has signed the booking contract, the client. Acceptable forms of payment are: PayPal, Venmo, credit/debit, and/or check made to the payment of Katelyn Franks. A 5% processing fee will be added to all invoices paid through Credit Card or PayPal. Client agrees to pay any and all balances owed by participating members of his/her party in the event an individual receives services and refuses or is unable to pay. Failure of payments could result in cancellation of services without refund.

Any final balances unpaid after the day of services is subject to a \$50 late fee for every week the balance is unpaid. Unpaid invoices 30 days past due from the original appointment date are subject to charges being filed against them in Small Claims Court of Texas. Client agrees to pay any and all legal fees accumulated by Kiss by Katie Hair & Makeup Artistry, in which charges should be filed.

***Please initial by one of the following:***

\_\_\_ I choose to pay the remaining balance before the day of scheduled services by \_\_\_/\_\_\_/\_\_\_.

\_\_\_ I choose to pay the remaining balance on the day of the scheduled services on \_\_\_/\_\_\_/\_\_\_.

**SEVERABILITY:** If any provision or provisions of this agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**RETURNED CHECK:** If any check is returned by the bank of non-sufficient funds (NSF), a \$75 fee will be charged on top of bank fees and 100% of all fees contracted for, will be due in advance to keep the booked reservation. Any booking made under such circumstances (NSF), is subject to cancellation and any deposits/monies made will be forfeited.

**USE OF IMAGE:** Kiss by Katie Hair & Makeup Artistry/ Katelyn Franks may use on its website –and /or in any 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 Kiss by Katie Hair & Makeup Artistry and all of its representatives. Client(s) agree to release any and all claims regarding use of his/her image for such purposes. Client also agrees to release to Kiss by Katie Hair & Makeup Artistry use of said photographer's/ videographer's photographs and recordings. This signed agreement serves as a release to the client(s) photographer/videographer and authorizes them to release to Kiss by Katie Hair & Makeup Artistry and its owner any photographs/recordings to use on any promotional materials Kiss by Katie Makeup Artistry & Styling deems necessary.

Client Name (Print): \_\_\_\_\_

Client Signature: \_\_\_\_\_

Signed and agreed to on this date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Contact Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

This contract is to be promptly returned to Katelyn Franks/Kiss by Katie Hair & Makeup Artistry upon signing.

Email: Katelyn.franks@gmail.com | Address: 58 Briar Hollow Lane Apt. 303 Houston, Texas 77027