

# Terms of Service Agreement

By contracting Paint Crazy RVA to perform body art painting services for your party/event, you are agreeing to the following terms of service:

## Deposits/Payments

Payments can be made in cash or by credit card via the electronic invoice emailed at the time of booking. Checks are not an acceptable form of payment and all balances must be paid in full by the start of the party/event. A late fee of \$25 per artist will be applied per day to any delinquent balance after the date of service. A deposit along with a signed Terms of Service Agreement is required within 48 hours of booking or client will lose their party/event date.

## Painting/Painters

Averages \$100 to \$150 Per Hour Per Artist based on how many hours/type of event. One Artist can paint approximately 8 to 15 faces per hour depending on the complexity of the designs that are chosen. Be sure to book your time accordingly to avoid leaving anyone out. PLEASE do not ask us to disappoint any guests due to lack of time booked.

## Overtime

Artists may or may not be able to stay past the originally booked time frame. This is solely up to the artists on the day of the party/event. If you exceed the time booked and we are available to stay, it will be charged in hour increments. The client will pay for the time booked plus overrun, even if Client has delayed the time we start the actual painting. All charges are due on or before the day of the event. The client must pay for a minimum of 1 hour even if Client uses Artist for less than 1 hour.

## Travel/setup/other fees

Travel fees apply when the event is more than 35 miles from Richmond, VA. Generally, \$25 per artist, per half hour increment. Depending on your event, there may be a charge for outdoor, lengthy or difficult setup - usually \$30 but please call for a quote. 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 on the street, the driveway, or a loading dock so Artist can unload equipment. The Client will reimburse Artist for any parking fees.

## Indoor Setup

Bathroom facilities, a minimum of 6' x 6' space and 20 minutes of setup and take down time is required. Please ensure that location has adequate lighting.

## Outdoor Setup

(1) You provide us with sun/wind/rain shelter, table, 2 chairs per Artist, and adequate space and lighting to paint. We will need 20 minutes to set up / take down in this case.

(2) We can bring our easy-up shelter, table, and chairs for an additional charge of \$25 for up to 2 Artist stations (This fee is included with event bookings.) We will need to set up 30 minutes prior to start / after completion of the event and we require a minimum of 10' L x 10' W x 11' H of level space, adequate lighting, access to a restroom and a place to dispose of our painting water. Please don't water your lawn on the day of your party or soak it heavily the previous day if possible.

## Weather (Outdoor events)

We do not offer refunds for inclement weather. Under no circumstances will we continue to paint in the presence of lightning. While Client can choose to pay for the Artist to bring an EZ Up shelter, for the comfort of your guests and our artists, the client agrees to provide an area with protection from extreme temperatures, sun, rain, snow, and excessive wind. The client is responsible to provide an alternate indoor location in the event of inclement weather during the party/event. The client agrees to pay the full amount contracted once the painter has arrived at the event location, even if it is raining.

## Breaks and Stop Time

Artist will have paid breaks of 5-10 minutes every two hours and access to a restroom. If you have booked by the hour, it is your responsibility to limit additional guests from requesting service after the end time. Please book enough time to have all your guests painted to avoid this disappointment.

## Cancellations / Refunds / Reschedule

There are absolutely no refunds. Should you need to reschedule your party/event, please do so at least 5 days prior to your party/event date and we will make every effort to meet your needs. If your party/event can't be immediately rescheduled, a voucher equal to the amount paid will be issued to the Client to use towards another party/event good for up to 1 year from the original party/event date. If you cancel, within 48 hours of the party/event you will have to pay the total contracted. We do not offer 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.

## Limitations on Artwork

If in public, the artist will not paint on any part of the body that is not legal to expose or any place the artist does not feel comfortable painting. In addition, Artist will not paint subject matter that Artist deems 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 include but are 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 grade face painting supplies, Artist is not liable for allergic reactions to paints. 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, Artist reserves the right to not paint children under 1 year old or anyone who is unwilling. For sanitary reasons, Artist 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. Due to COVID-19 restrictions, as a precautionary measure, all Artists will be required to wear a mask, at all times, when any Client or party/event guest is within 3 feet of them. For the safety of both Artists and Clients, all Artists have been fully vaccinated and/or are COVID tested weekly. Artist will use reasonable care but is not responsible for damage to clothing or property. The Client agrees to pay for any accidents or injuries caused by pets or guests, and/ or damage to Artist's equipment or supplies caused by pets, lawn sprinklers, or guests. Under no circumstances will Artists supervise children. Their behavior and safety is the Client's and/ or Parents' responsibility.

By providing my electronic signature below, I acknowledge that I have read and understood the terms and conditions outlined above and that bookings are secured only when a deposit and signed Terms of Service Agreement are rendered.

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

Date: \_\_\_\_\_