



Vicki Bokhari
 7112 Brandywine Way
 Columbia, MD 21046
 410-530-7478
vicki.mascharade@gmail.com
www.mascharade.com

Face Painting Booking Contract

Please complete, sign and mail or email agreement and booking fee promptly. Your date will be held for only five (5) business days without a signed contract and non-refundable reservation deposit, which may be paid via PayPal (vixevee@hotmail.com), cash or check, made out to "Vicki Bokhari". Other payment arrangements may be considered upon discussion.

<i>Booking contract issue date</i>	
<i>Client Name</i>	
<i>Guest of Honor Name(if applicable)</i>	
<i>Age (if child)</i>	
<i>Address</i>	
<i>Primary Point of Contact</i>	
<i>Phone / Cell</i>	
<i>E-mail address</i>	
<i>Day and Date of Event</i>	
<i>Type of Event (public or private? Fundraiser)</i>	
<i>If this is a theme event please specify</i>	
<i>Who will be painted? (children, adults,both)</i>	
<i>Age range of attendees</i>	
<i>Approximate attendance expected</i>	
<i>Location of party if different from above</i>	
<i>Time and Date Artist(s) will begin</i>	
<i>Time and Date Artist(s) will stop:</i>	
<i>May we put out a tip jar?</i>	
<i>May we put out business cards?</i>	

Please initial the following:

_____ (initial) I hereby agree to the rate of \$125 per hour

_____ (initial) Artist may require occasional 5-10 minute breaks if booking is for several hours (restroom, refreshments).

On average, a skilled face painter paints about 12-15 faces per hour, with "quick design" being about 20 faces per hour. This factors in time for children to get in and out of paint chair, etc. **With Covid-19 safety protocols, this average will most likely be a smaller number per hour....** Please choose one of the following two options:





_____ Client requests that painter promptly close the line at the stated end time. The client understands that this may not accommodate all guests desiring to be painted.

_____ Client requests that if the painter's schedule allows, the painter shall stay beyond the contracted time to complete all guests that request face painting. Client agrees to pay the additional fee of **\$60** per half hour, rounded up to the nearest half hour, until all guests are complete or the painter is no longer able to stay, whichever occurs first.

2 Options for Setup. Choose One:

_____ **Indoor:** We require a minimum of 5'W x 6'L of level space to set-up for 1 Artist, adequate lighting, access to a rest room and a place to dispose of our used painting water. We provide table, tall director's chairs and all supplies necessary. We require access to set up area 30 minutes prior to event, and breakdown 30 minutes after the event.

_____ **Outdoor** We require a minimum of 10'W x 10'L of level space, preferably in a shaded area. If not, we can set up an outdoor canopy. Artist will also access to a rest room and a place to dispose of used painting water. We can provide table, tall director's chairs, umbrella/canopy and all supplies necessary. We require access to set up area 30-45 minutes prior to event, and breakdown 30 minutes after the event. Additional set up fee of **\$0** applies.

TERMS AND CONDITIONS

Average faces per hour: Depending on the design complexity, designs range from 2-10 minutes per face, with the average being about 4-5 minutes. If desired, design options to comply within a realistic time frame can be discussed at least 2 weeks prior to the event. Time will be required between each person being painted for Covid-safe sanitization measures (examples: wiping down chair, sanitizing brushes and paints, cleaning stencils).

Mileage fee of \$1 per mile for areas beyond 25 miles from our home base of Columbia, Maryland. For areas 150 miles or more, a \$125 fee would also be required to pay for hotel room since we would have to stay overnight.

Reservation fee: A non-refundable reservation fee equal to **\$125 is due 5 business days** from the contract issue date noted on page 1, unless another date is otherwise mutually agreed before contract issuance. The balance agreed to in the contract plus mileage fees (if applicable), minus the reservation fee, is due the day of the event **before the painter begins painting**. Your reservation will be held for 5 business days from the contract issue date without a deposit. If one is not received after 5 business days, your reservation is not guaranteed and another booking may be accepted for the same time.

Overtime: Depending on the size queue, the painter may need to "close the line" about 15-20 minutes before the end of the agreed-upon time so that those in line can be painted, and there will be no new additions to the line allowed, leading into overtime. This means that some people may not have painted faces if time runs out; unfortunately people will be turned away once the line is closed. Overtime pay is \$50 per half hour, rounded up to the nearest half hour, and is dependent upon the Artist's availability.

Payment Options: Payment can be made in advance by cash or paypal or paid in full, less the reservation fee, at the beginning of the event. Payment is to be made prior to start time, before painting begins. Make all checks payable to Vicki Bokhari. DO NOT MAIL CASH. Please include the date of event, times and your name with the check, so it can be matched to your booking. Cash and paypal reservation fees payments are also acceptable.

Returned Checks: There will be \$30 fee for returned checks, plus the amount of the check.

Cancellations: A signed Agreement and the established non-refundable reservation fee/deposit are required to secure the booking date. Verbally booked dates will be held for five (5) business days from the date of the contract date stated on page 1. If the deposit and/or the signed agreement alone (if no reservation fee is required), are not received within five (5) business days of the contract date, the agreement is null and void, and the dates will be made available to other clients. The deposit is non-refundable, should the client cancel or postpone the event. In the case of postponement, Vicki's Mascharade (Vicki Bokhari) will work with you to accommodate an alternate date; however, due to other bookings and commitments, availability may be limited. If the client cancels the event 14 days or less before the actual event date, they agree that the balance in full will be required to be paid to the artist to compensate for lost booking opportunities. The client agrees the balance in full will be paid in full to the artist no later than 14 days after the event.

Artist Emergencies: If, for any reason/unforeseeable circumstance, Vicki's Mascharade (Vicki Bokhari) or a designated alternate artist should be unable to accommodate your confirmed booking, your reservation fee will be returned to you in full within five (5) business days after the date of the event. However, we will do our very to find a replacement artist/performer through our affiliates not to exceed the negotiated price herein.

Parking: The Client will reimburse Artist for any parking fees.

Contract Agreement Page 2





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Limitations On Artwork: Artist will not paint on any part of the body that is not legal to expose, or any place she does not feel comfortable painting. Artist will not paint any design or wording that is obscene, offensive, and violent or defies good taste. If a theme is desired, the theme must be established at least 2 weeks before the Artist arrives at event so that Artist can research design ideas and bring appropriate theme-specific designs for menu board.

Weather: 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. 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, before the painting begins - even if it is raining. Please list an alternate indoor location:

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 weather conditions such as extreme heat/cold or lightning.

Liability Statement: While we only use FDA approved cosmetic-grade make-up, Artist is not liable for allergic reactions. Children with skin allergies for sensitive skin should either not participate, or have Artist perform a patch test at the beginning of the party. For safety reasons, Artist will not paint faces of children under 2 years old or that are under duress or cannot sit still in the seat, they may offer an alternative like an arm, instead. For sanitary reasons, Artist will not paint anyone who is or appears to be sick or suffering from: COVID-19, cold sores; conjunctivitis; any infectious skin condition; eczema or open wounds. Artist has the right of refusal of services for those underage or exhibit questionable signs of illness that could be contagious or harmful to the child if paint is applied. Artist will use reasonable care, but is not responsible for damage to clothing or property. Artist will not supervise children. Their behavior and safety is the Client's and/or Parents' responsibility, since the artist cannot see other children and what they are doing while she is painting. For safety and sanitary reasons, guests are prohibited from touching or climbing on the Artist's paint kit. If this occurs, the Artist will immediately ask them to stop. If it persists, it will be treated as an adverse working condition, noted in the clause above.

Covid-19 Indemnification and Waiver of Liability: See Attachment on the following page. This document must be signed in addition to this contract in order to retain services.

Client agrees to pay the full amount owed, less the reservation fee deposit, immediately upon arrival of performer(s), before the painter begins. The client will be responsible for any fees or expenses, including legal fees, incurred in connection with collecting delinquent amounts owed to Vicki's Mascharade (Vicki Bokhari) under this Agreement.

Insurance: We carry Beauty and Body Works (BBI) professional liability insurance for your peace of mind.

I have read, understand and accept the above Liability Statement as well as the terms and conditions contained herein:

Client Printed Name: _____

Client Signature _____

Date: _____

Attachment: CORONAVIRUS (COVID-19) INDEMNIFICATION AND WAIVER OF LIABILITY





CORONAVIRUS (COVID-19) INDEMNIFICATION AND WAIVER OF LIABILITY VICKI'S MASCHARADE FACE PAINTING AND BODY ART SERVICES

In order to protect the citizens of the State of Maryland from illness associated with Coronavirus (COVID-19), the state and counties have issued various orders imposing requirements and/or providing safety recommendations related to COVID-19. On behalf of myself and any and all individuals invited by me and included in this event (collectively, "Guest(s)"), I agree to the following:

- I have authority to accept the terms and conditions of this agreement on behalf of myself and Guest(s) and to bind myself and Guest(s) to the terms of this agreement.
- Via this agreement, Guest(s) accept that it is their responsibility to comply with the guidelines of the county of the event location and the State of Maryland relating to COVID-19, , including but not limited to all policies, guidelines, signage, and instructions.
- Guest(s) agree that they are personally responsible for their safety and actions, as well as the safety and actions of their attendees, while at the event under contract for Vicki's Mascharade, including ensuring that anyone who is showing signs of illness, or have been potentially exposed to Covid-19 does not receive services as provided by Vicki's Mascharade.
- With full awareness and appreciation of the risks involved, Guest(s), for themselves and on behalf of their families, spouses, estates, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue VICKI BOKHARI OR VICKI'S MASCHARADE, their agents, servants, independent contractors, affiliates, employees, volunteers, successors, and assigns (collectively, the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, injury, or death, including the contracting of COVID-19, that may be sustained by Guest(s) for any reason, whether caused by the negligence of the Released Parties, any third-party using the services under contract, or otherwise, while participating in any activity while in, on, or around Vicki's Mascharade place of service.
- Guest(s) agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorneys fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, property damage, loss of use, monetary loss, or any other injury from or related to their use of the Vicki's Mascharade services amenities, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.
- Guest(s) agree that this Waiver of Liability shall be governed by and construed in accordance with Maryland law, and that, if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Waiver of Liability as a whole.
- By accepting the terms and conditions of this agreement below, I acknowledge and represent that I have read the foregoing Indemnification and Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, intending to bind myself and any and all Guest(s), including without limitation the Release of Liability and Indemnification requirements contained in this document; I acknowledge that I am sufficiently informed about the risks involved in using Vicki's Mascharade to decide whether to accept the terms and conditions of this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I accept the terms and conditions of this document for full, adequate, and complete consideration fully intending to be bound by the same.

Client Printed Name: _____

Client Signature _____

Date: _____

