

# Professional Hair and Makeup Services Agreement

## PROFESSIONAL HAIR AND MAKEUP SERVICES AGREEMENT

This Professional Hair and Makeup Services Agreement is made and effective

Today's Date

, by and between MG Beauty, Inc. DBA MG Hair and Makeup, (the "Company"), and

, (the "Client"), a resident of

In consideration of the mutual covenants herein contained and other good and valuable consideration, the parties hereto agree as follows:

1. **Scope of Work.** The Client engages the Company to furnish the work described in the Payment Schedule attached to this Agreement, which Schedule is specifically incorporated herein by reference, at the date and times specified in said Schedule and all correspondence including but not limited to electronic messages (email and text messages), postal/courier mail services and the like (the "Services").  
  
A pre-event consultation during which hair styled and makeup applied in an effort to find the appropriate image the bride is requesting (the "Trials") is included as part of most services, at the rate shown for specific service packages detailed in electronic correspondence.
2. **Payment.** The Client agrees to pay the Company in accordance with the payment terms set forth in the Payment Schedule attached to this Agreement (the "Payments"), and the Company agrees to accept such amounts as full payment for the services and shall provide such receipts as the Client shall request in order to acknowledge payment. Additionally, Client will reimburse the Company for expenses incurred in the course of providing the Services. Said expenses will be specifically listed on all billing statements.
3. **Enforcement.** This Agreement is binding on the heirs, personal representatives, successors and assigns of both parties, and shall be interpreted in accordance with New York law. All representations, indemnities and warranties contained in this Agreement shall survive the completion of the transaction contemplated herein. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with



any revision of this Agreement, the successful prevailing party or parties shall be entitled to recover all attorney's fees and all other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

4. **Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing, shall be deemed to have been duly given on the date of service if personally served on the parties who notice is to be given, or on the second day after mailing if mailed to the parties to whom notice is given, by first class mail, postage prepaid, and properly addressed as per the above Client address and the below Company address. Any party may change the address for the purpose of this paragraph by giving the other written notice of the new address in the manner set forth above.
5. **Entire Agreement.** This Agreement sets forth the entire agreement between the Company and Client and there are no undertakings, covenants or commitments other than as set forth herein. This Agreement may not be altered or amended, except by a writing executed by the party against whom such alteration or amendment is to be enforced.
6. **Choice of Law.** This Agreement, and all suits and special proceedings under it, shall be construed in accordance with, and under, and pursuant to the laws of New York, and in any action, special proceeding, or any other proceeding that may be brought or arising out of, in connection with, or by reason of this Agreement, the laws of New York shall be applicable and shall govern to the exclusion of the laws of any other forum, without regard to the jurisdiction in which any such actions or special proceeding may be instituted. The Company and Client agree that it is a material part of the bargain that New York Law govern all disputes.
7. **Choice of Forum.** Any action at law, suit in equity and judicial proceeding arising directly, indirectly or otherwise in connection with, out of, related to or from this Agreement, or from the business relationship evidenced by this Agreement, shall be litigated only in the courts in the State of New York, County of Queens. Parties hereto waive any right that they may have to transfer or change the venue of any litigation resulting hereunder.
8. **Release.** Client warrants that Client has fully disclosed all allergies and, in consideration of the services to be rendered to Client by Company, the Client hereby waives any claim or cause of action that may arise out of the provision of the Services. Company is not responsible for any of the injuries or illnesses that may be sustained as a result of the provision of the Services.
9. **Limitation of Liability.** The parties to this Agreement specifically agree that, because any damages arising from or related to the provision of the Services under this Contract can not be readily ascertained by any pecuniary standard, the damages shall be limited to an amount equal to the Payments made pursuant to this Agreement. Under no circumstances shall either party be liable to the other party or any other person or entity special damages, incidental damages, consequential damages, or exemplary or punitive damages.
10. **Termination.** This agreement may be terminated by client with thirty days written notice. The Company may terminate this agreement if the client fails to pay for services at the specified time, or in the event of Client's insolvency or filing for bankruptcy, or if the Company deems that its prospect of payment is impaired.

WHEREFORE, the parties hereto have executed this Agreement as of the date first written above in this electronic agreement.

MG Beauty, Inc.:

By: Megan Garmers

Its: President and CEO

Address:

132 East 43<sup>rd</sup> Street, #141

New York, NY 10017

Wedding/Event Date

**Payment and Services Schedule**

All payments are to be made out to MG Beauty, Inc. There are no refunds for any reason for completed services. Any payment deemed as non-refundable as listed on payment receipts, electronic correspondence and/or invoices is not refundable.

To reserve a date and multiple artists/hours for custom packages, a non-refundable retainer of half of all scheduled services is required.

Bride - The pre-payment of the trial run fee acts as the non-refundable retainer for the wedding date for the bride's services for 30 days from the completed forms, agreements and payment. The remaining balance for whatever wedding day services needed is due no later than 48 hours after the trial is completed. If the trial is scheduled to be done within 30 days prior to the wedding/event date, the balance is due no later than 30 days prior to the wedding/event date. Balance payments are required at the specified deadlines to continue the wedding reservation without interruption or additional fees.

Wedding Party - The non-refundable retainer of half of all scheduled individual services is required to reserve wedding day services. The balance, or full payment, is due no later than 48 hours after the bride's first trial is completed or 30 days prior to the wedding/event date if the trial run through is scheduled to be done within 30 days prior to the wedding/event date, to continue the wedding reservation without interruption or additional fees.

If payments for services are not received by the above applicable dates, a \$25 late fee will be assessed to each service scheduled. Services added within the last two weeks prior to the wedding date are subject to an additional change order fee of \$25 per service.



Cancellation of services for any reason must be made at least 180 days prior to the wedding date in order to receive a partial refund of services not yet rendered.

Non-refundable retainers are not eligible for refunds.

Services and payments for rescheduled dates are not eligible for refunds.

☐ I agree to the above terms and conditions in addition to the Professional Hair & Makeup Services Agreement.

X \_\_\_\_\_



# Signature Certificate

Document name: Professional Hair and Makeup Services Agreement

Unique Document ID: FEEF81EFC494E7524662A847C634F0141639665E



**Timestamp**

September 7, 2018 10:19 pm  
EDT

**Audit**

Professional Hair and Makeup Services Agreement  
Uploaded by MG Hair and Makeup -  
info@mghairandmakeup.com IP  
2607:fb90:aad2:5bca:bc47:f179:35e4:425b



This audit trail report provides a detailed record of the online activity and events recorded for this contract.