

Terms of

Service



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These terms of service apply to makeup and beauty services provided by Aubrielle Tillman-Francisco (Karma's Kreations Artistry) to you as the customer. Upon booking a session, trial, and/or consultation with Aubrielle Tillman-Francisco (Karma's Kreations Artistry) and its owner, employees, agents, and affiliates, you must agree to these terms and conditions. By signing the agreement on your booking and on the physical consultation form presented to you prior to every session, you agree to these terms and conditions stated below.

# **1. Booking Requests Policy**

Prior to making any appointment or booking with Karma's Kreations Artistry, PLEASE CONTACT THE ARTIST FIRST! For all Bridal and On-Site Photo/Film events that need to be booked in advance, please email the artist at <u>karmaskreationsartistry@gmail.com</u>

All bookings will be made through my Acuity Scheduling calendar. You will be required to provide a phone number when you book so please make sure it is one that you will answer immediately. Karma's Kreations will not accept booking requests over the phone, through text, or on any other form of communication. If it is not a secured booking with a retainer through my scheduling calendar, Karma's Kreations cannot secure your spot for you. Booking requests go by a first-come-first-serve basis and require a retainer. Karma's Kreations is not responsible if another individual makes a booking request before you and picks your same date and time. It is recommended to make all booking requests secured at least 48 hours in advance to the date requested.

If you schedule a session around a separate appointment with another business and it is deemed as too close to said time, Karma's Kreations has a right to cancel/refuse your booking request without any consequence. All appointments will only be accepted once the booking and retainer has been completed. For Bridal and On-Site Photo/Film Events, appointments will only be accepted once the booking, retainer via invoice, and contract has been completed and signed. For Bridal and On-Site Photo/Film Events, when making your booking, please allow enough time for the artist to arrive and work on the number of people requested. All persons included in the group for parties of 2 or more must be available and ready to be serviced. All makeup applications for parties of 2 or more people must be at the same location/venue and must be consecutive in time. <u>The artist requires approximately an hour on average/person, so please allow that much time per person.</u>

a. Appointment Requirements & Confirmation Text:



Please reply to the confirmation text a day prior and complete your booking & retainer at least 24 hours prior to the date of the event to avoid cancellation or same-day booking fee.

Approximately 24 hours prior to your makeup session, you will receive a confirmation text that will verify the date, time, and address of your event/trial session on the following day. You will be required to reply with 'YES' and/or provide any necessary information that may be incorrect. Please note, if you do not confirm the correct information and your appointment by the 12-hour mark, Karma's Kreations Artistry CANNOT and WILL NOT be liable for any misunderstandings, mix-ups, or sudden changes. You also run the risk of your appointment being canceled and the retainer becoming void.

**\*\*\*PLEASE NOTE:** All clients are required to make sure that they provide the artist with a photo of whomever is being worked on for the session prior to the day of their session. Photos must be taken preferably with the subject FACING NATURAL SUNLIGHT (no bathroom pictures, dim lighting, or shaky photos). Photos are for the purpose of the artist being able to match the shade of the client. Photos will NOT be saved by the artist; it is for the sole purpose of matching shades for foundation. In the event that photos or foundation information is not received by the day prior to your appointment, the customer runs the risk of having their appointment canceled and their retainer becoming void. <u>STRICTLY ENFORCED!!!</u>

All persons booking any appointment may only bring themselves and ONE (1) extra person when traveling to the artist location! Additional persons may not enter unless being worked on due to COVID restrictions.

Please be sure to also adhere to the following requirements prior to your session to ensure a successful and fun appointment:

- Be sure to arrive in a timely manner. Please refrain from arriving at your appointment for more than 10 minutes. You will be required to wait until the artist is ready for you.
- Please be sure to arrive with a clean and freshly washed face clear of any makeup or debris and preferably also having your brows/face waxed or threaded as needed.
- Please do NOT bring any more than 1 extra person with you that is not being serviced. Bringing any extra persons (including young babies/children) that are not being serviced or pets will result in a fee being added to your total balance.

## b. Rescheduling Policy:



Clients are not allowed to reschedule their own appointment online through the scheduling page. Please contact the make-up artist to reschedule your appointment. Clients are only allowed to reschedule once. After one rescheduling, your retainer and any advance payments will be voided. If you reschedule for the first time under one appointment instead of canceling, you do not have to pay the retainer again. After the first rescheduling, if you cancel your appointment and want to book again in the future, you agree that you forfeit your retainer at the time of canceling the appointment, will pay the cancellation fee if within the 12-hour time frame, and will pay another retainer when booking again for your next appointment. NO EXCEPTIONS!

In the event that weather conditions, emergencies, COVID-related occurrences, or sudden events prevent the artist from being able to make it to the appointment successfully, the client will be notified immediately and allowed the opportunity to reschedule their booking for another event or date without needing to pay the retainer. For clients, please notify the artist immediately if such events cause a rescheduling to occur for your appointment. Please note, retainers are still non-refundable and non-transferable.

\*\*\*PLEASE NOTE: All clients that choose to reschedule due to emergencies, COVID-related cancellations, or extreme weather conditions impeding the progress of the appointment, are eligible for their rescheduling to be effective up to a six (6) months; meaning, the client has until six (6) months from the time of their original booking to secure a new date and time. Once the time frame has ended, the client's retainer will be considered void and must be paid again to secure their new appointment.

## c. Business Hours/Booking Slots Policy

Karma's Kreations Artistry has business hours from:

- Monday-Friday: 9am to 6pm
- Saturday: 9am to 8pm
- Sunday: 9am to 4pm

Any appointment time outside of these hours will result in the Early Morning/Late Evening Fee being added into the cost. <u>NO EXCEPTIONS.</u>

d. Early A.M./Late P.M. Appointments:



If you wish to book your appointment prior to 9 am on any day of the week or after 6 pm on Monday-Friday, after 8 pm on Saturday, or after 4 pm on Sunday, there will be a \$50 fee added onto the cost. This is a one-time fee per appointment where applicable and is not charged per person. Please contact the artist at <u>karmaskreationsartistry@gmail.com</u> to inquire.

## e. Same Day Bookings

Karma's Kreations suggests at least 48 hours' notice prior to all bookings. At the latest, Karma's Kreations will allow booking within <u>6-24 hours' notice</u>. <u>PLEASE CONSULT WITH ARTIST</u> <u>FIRST BEFORE BOOKING TO AVOID CANCELLATION!</u> You MUST pay the makeup amount, travel fee (if the artist is coming to YOUR location only), and the same day booking fee if you wish to book your appointment the same day. Your appointment will run the risk of being canceled if all necessary requirements are not completed (Retainer and booking). If you make your booking within the 24 or 12-hour time frame of your session start time and decide to cancel, your retainer will be void, the cancellation fee will be applied, and a new retainer will need to be paid again for your next appointment if you choose to book again in the future.

f. COVID-19 Policy

# \*\*\*IMPORTANT NOTE\*\*\*

# ALL PERSONS MUST BE ABLE TO SHOW PROOF OF FULL VACCINATION IF THEY SHOW ANY FORM OR SIGNS OF ILLNESS.

The artist is fully vaccinated and boosted however will still wear a mask and gloves to every session. Disinfectant will be utilized at every session. Be sure to have your face washed prior to your appointment. Foot coverings will be provided to the client if the makeup session is conducted at the artist's location.

If you are experiencing cold or flu-like symptoms, please IMMEDIATELY reschedule your appointment and let the artist know. Any detection of symptoms will result in an immediate cancellation of your appointment. <u>NO EXCEPTIONS!!! STRICTLY ENFORCED!!!</u>

## g. Changes, Adjustments, & Deadlines

For all bookings, if you wish to add or remove persons, add-ons, adjust/change addresses, or make any other changes to your booking, you have until <u>24 HOURS</u> prior to your appointment to make any changes. Prior to this time frame, <u>all customers are eligible to make up to ANY CHANGES</u> to their booking before an adjustment fee is required to make any further adjustments or changes once the 24 hour time frame has commenced. This is because



too many changes can cause confusion for the artist and for the customer. A confirmation text will be sent the day before your appointment (within the 24-hour window) to confirm the address and that the client agrees to these terms and conditions. Please be sure to agree to this text so that you understand the requirements in place for a successful session.

Any changes made within the 24 hours prior to your appointment will be declined without the \$20 adjustment fee. Please make sure that all persons that have agreed to get their makeup done are willing and able to go through with getting their makeup done. Any change will result in the pricing being adjusted and too many invoices sent will cause confusion.

## 2. Phone Consultations and Pre-Event Makeup Trials

All sessions with Karma's Kreations require a consultation form to be completed online prior to the said date requested. The online consultation form is completed and submitted on my Acuity Scheduling page.

Karma's Kreations offers over-the-phone consultations for any persons no matter the location. Karma's Kreations will not accept booking requests or pre-event makeup trials if you have not contacted the artist for availability and received a price quote, and completed the booking and retainer first! Please be sure to notify the artist of ANY and ALL add-ons that you would like for the day of your event. Failure to do so can result in future issues with your session.

All Pre-Event makeup trials are at a \$150.00 cost w/\$50 retainer required. The artist will NOT travel to the client for any trial. <u>All clients MUST come to the artist location for trials</u>. Bridal Packages are the only packages in which a Pre-Event makeup trial is included within the price. <u>PLEASE CONSULT THE ARTIST BEFORE BOOKING YOUR TRIAL FOR AVAILABILITY!</u> All pre-event makeup trials not included within the Bridal Package require a retainer that is part of your total price and will be deducted once booking and the consultation form has been completed. If you have booked the Bridal Package for Bridal Events, a trial is included within the price and thus a retainer is not required for the trial but for the event booking; at which 25% of the total balance will be required as the retainer at the time of booking. All policies still apply to trials and will be STRICTLY ENFORCED!

After a Pre-Event Trial has been conducted, it is encouraged that the client notifies the artist <u>within 2 business days</u> of their interest to move forward with booking their session for their event date. This rule does not apply to Bridal Packages. <u>PLEASE NOTE: If you decide to opt out of the bridal package after having conducted a bridal trial, you must pay the remaining balance of the trial with the retainer subtracted from that cost. The card on file with an invoice or Zelle may be used to pay the remaining balance. Please be aware!</u>



Karma's Kreations Artistry is NOT responsible if another client books your same date and time. If you are interested in following through with your booking for your event date, please let the artist know as soon as possible so as to secure your booking if you wish to move forward. If the client has not reached out to the artist after 2 business days, <u>a reminder will be</u> <u>sent to the client to inquire interest.</u>

# 3. Cancellation Policy/No-Call No-Show

All bookings and makeup trials require a minimum of 48 hours' notice prior to the booking date to cancel a session. <u>THE RETAINER IS STILL NON-REFUNDABLE AND</u> <u>NON-TRANSFERABLE EVEN IF YOU CANCEL PRIOR TO THE TIME FRAMES</u> <u>MENTIONED NEXT! PLEASE DO NOT EXPECT OR ASSUME THAT YOU WILL</u> <u>RECEIVE YOUR RETAINER IF YOU CANCEL PRIOR TO THESE TIME FRAMES</u> <u>MENTIONED WITHIN THIS POLICY!</u>

If you cancel within the 24-hour time frame prior to your appointment, your retainer will become void and you forfeit the option to reschedule your appointment using your previously paid retainer.

# **Cancellation Fees:**

If you cancel within:

• 12 hours = 75% of remaining balance; 100% of remaining balance for trials charged to card on file (same one that was used for the retainer)

If you do not provide an address for Bridal or On-site Photo/Film events, ignore the artist attempting to contact you, do not complete the consultation form, or do not agree to the confirmation text prior to the day of your event, your appointment will be canceled.

No-call No shows are <u>UNACCEPTABLE</u> and will result in a ban from any future makeup sessions with Karma's Kreations Artistry as well as the applicable fees being charged.

In the event of a family emergency, unexpected event cancellations/postponements due to COVID, or extreme weather conditions, the customer is eligible for <u>ONE</u> rescheduling for a new date and time. The retainer will not need to be paid twice for the first rescheduling. If the client decides to cancel and it is within the 24-hour time frame prior to their appointment, the retainer will become void and is non-refundable, and the respective cancellation fee will be charged to the card on file. If the client decides to reschedule for a second time under the same appointment, <u>the retainer will be voided and will need to be paid again to secure the</u>



<u>appointment.</u> It is recommended that if a client needs to reschedule for the first time, that they make sure that their new date and time is secured before requesting a reschedule adjustment from the artist so as to avoid any additional fees. <u>NO EXCEPTIONS; WILL BE</u> <u>STRICTLY ENFORCED!</u>

The artist will never no-show an appointment without notifying the customer and letting them know what is preventing the artist from arriving safely to the location. If the artist can no longer attend an appointment, the customer will be contacted and an option to reschedule and have their retainer waived for their rescheduled appointment will be offered and a discount will be provided for their next appointment. If possible, another artist that they may book with will also be suggested and the artist will help to make sure a new booking is secured with the backup artist at the time. As always, the retainer is non-refundable, but will be honored for their next appointment should they decide to reschedule.

Please note that when the cancellation fee is paid for, if the customer decides to book again in the future, the artist will use that fee towards their next booking. The retainer however, must be paid again to secure the new appointment.

# 4. Payment Policy

Upon immediate completion of any makeup or beauty service by Karma's Kreations, you will be required to immediately pay the remaining amount calculated on your consultation form in full of the form of payment you have chosen, before you or the artist leaves the location. For all Bridal or On-site Photo/Film Events, the remaining balance of the payment is due the day before the session via Invoice ONLY!

Karma's Kreations does NOT allow:

- half payments once the service is complete.
- late payments once the service is complete.
- split payments among different persons within a group session.
- clients to pay their total in full during bookings.

\*\*\*Please be aware that if you choose to pay your total in full prior to your session date instead of waiting until the service is complete and you have to cancel your appointment, you will NOT receive a refund on either the retainer or payment. It is preferred and encouraged for clients to make their payment <u>AFTER</u> the service has been completed to ensure an equal exchange of services for payment. You may reschedule your appointment if you have to cancel said date, but you have up to a six (6) months from your appointment date to provide a new date and time for the artist if you wish to reschedule. Keep in mind that canceling any appointment within 24 hours prior to the session start time, whether paid for in advance or



not, will result in your retainer becoming void and a cancellation fee being charged to the card on file; <u>NO EXCEPTIONS!!!</u>

All final payments must be made by the completion of the session before you or the artist leaves the venue/location. Immediate payment is required once your session is over. NO EXCEPTIONS!!! With your signature on the bottom of the physical and online consultation forms/agreements, if you fail to pay the full amount of said service, Karma's Kreations reserves the right to take legal action to obtain the necessary fees and/or charge the card on file (used to pay the retainer) to obtain those funds immediately.

\*\*\*PLEASE NOTE: For all Bridal and On-Site Photo/Film Events that Karma's Kreations provides services for, the client must take care of the retainer and full payment via SQUARE INVOICE. If full payment is not received for any wedding or on-site photoshoot/TV production by the time the artist has to leave the location, the client runs the risk of having the card on file that was used to pay their retainer charged for the remaining amount. Karma's Kreations will NOT be liable for any overdraft fees that may be charged to your account in the event that your card is charged for the remaining balance.

## a. Invoices and Receipts

For all Bridal and On-Site Photo/Film Event packages, once your consultation form, booking, and retainer has been completed, you can request to receive a price breakdown via email for the remainder of payment due on the day of the event after the session is completed. Please take the time out to read/view your invoice so you are aware of how much the remaining balance is. If any services are added or removed during the session, the remaining balance will be adjusted, but <u>NOT WITH ANY APPLICABLE DISCOUNT</u>; meaning, the total price will not be recalculated with the discount, any additional services will simply be added/reduced to the total price given on the invoice.

For all *credit/debit cards (Square) and Square Invoice* transactions, there will be an added transaction fee along with the amount requested for said service provided by Karma's Kreations. Please be aware that if you choose any of these methods, you will be required to pay this transaction fee. Karma's Kreations is not responsible or liable for paying this fee on your behalf. A receipt of your transaction may be provided if you use the credit/debit card (POS) method or Square Invoice.

## b. Payment Plan Policy

Karma's Kreations now requires all payments and retainer to be made via Square Invoices for all Bridal and On-site Photo/Film events. Clients who have a total of more than \$400 can opt into paying their remaining amount via payment plan. Square Invoices with AfterPay will be



used for payment plans where the client can access it via email and pay it directly through the invoice. There will be a Square Transaction Fee automatically applied to the price which can be viewed in the invoice. This fee is not charged by the artist and it is out of the artist's control. <u>\*\*\*PLEASE NOTE: ALL PAYMENTS MUST BE MADE PRIOR TO THE DAY OF YOUR APPOINTMENT!! NO EXCEPTIONS!!</u> If you choose to do the payment plan to pay off your amount, the final amount must be paid by the day <u>BEFORE</u> your appointment. Otherwise, the remaining amount will be automatically charged to the card on file on the day of the session prior to any service.

Clients have the option to choose when they would like to pay their amounts during the time frame leading up to their event (e.g. first payment could be paid within a week or two weeks prior to the event, last payment needs to be made on the day before the event (final due date)). All remaining balances are split into 4 payments with AfterPay, so please be advised.

To inquire on a payment plan, please contact the artist at karmaskreationsartistry@gmail.com

## c. Payment Options

Karma's Kreations allows a variety of payment options to allow more flexibility for payment of beauty services. The following payment options include:

- Debit/Credit Card via Square (requires transaction fee)
- Apple Pay
- Cash
- Zelle
- Payment Plan via SQUARE INVOICES with AFTERPAY (ONLY FOR Bridal, Celebrity, On-Site Photo/Film Events, or if you have a remaining balance of \$400 or more)

<u>\*\*\*PLEASE NOTE: Karma's Kreations NO LONGER ACCEPTS CHECKS!! Please be sure to pay</u> <u>your amount in full with any other form of payment listed above. Checks, PayPal, Venmo, or</u> <u>CashApp will no longer be accepted as a form of payment.</u>

## d. Split Payment Policy

If you choose to have the individuals in your group/party pay for their own makeup services separately, Karma's Kreations requires that their payment be collected by the person who is responsible for making the booking and signs the physical and online consultation forms. The person who has their name signed on the consultation forms will be required to send/give payment to the artist for all services made. Karma's Kreations does NOT allow split payments. This method can create confusion for the artist which can result in the wrong payment being charged upon the customer and any missing payment being charged to the card on file that



was used for the retainer . If any issues or discrepancies occur, Karma's Kreations will be unable to track any other individuals whose contact information and signature is not involved on the consultation form. Failure to not follow this method can result in legal action being brought upon the client to obtain the necessary funds.

## e. Retainer Policy

Retainers are required when you book through the Acuity Scheduling calendar or via Square Invoice when booking a package for Bridal or On-site Photoshoot/Film events. Sending your retainer through any other payment method besides my Acuity Scheduling calendar or Square Invoices can result in your booking not being secured properly. All retainers for makeup-only bookings and trials are \$50.00 + \$1.80 transaction fee through Square. Hair & Makeup bookings require a \$100 retainer. Makeup-only packages require a 25% of total balance retainer and Hair & Makeup packages require a 50% retainer. Karma's Kreations will NOT accept any appointments via booking unless the retainer has been paid and will not incur the transaction fee for retainers. Retainers are a part of your total price. Once the booking has been made, the retainer (not including the transaction fee) will be deducted from your total price. <u>\*\*\*RETAINERS ARE NON-REFUNDABLE AND NON-TRANSFERABLE! NO EXCEPTIONS!!!</u>

## 5. Discounts and Referral Program Policy

Karma's Kreations is about providing luxury beauty services. We may provide discounts during certain time frames throughout the year, and will notify any new or existing clients of new promotional deals and discounts. Any discount offered may only be used for one person during their appointment with Karma's Kreations. The discount will automatically be applied to the cost of the service (not any other fees added such as the travel fee, early morning/late evening fee, etc.) during price calculation and the client will be notified of the change. Karma's Kreations reserves the right to cease the continuation of any promotional event. Any other promotional events/deals may only be used once by any new or recurring clients if applicable. Any promotional deals may not be combined with others. Any promotional deals may not be duplicated under the same person or household (2 or more persons).

Karma's Kreations Referral Program is based on any current or returning client that has previously booked with Karma's Kreations before will receive 5% off on their next booking for every person they refer to Karma's Kreations. Any referred clients MUST book and have their appointment with Karma's Kreations for the discount to be valid. Please be sure to let the people you referred to notify the artist that they were referred by a previous client for the discount to apply.



(e.g. If a past client refers to 10 people and those 10 people notify us of the past client's referral to Karma's Kreations, book with Karma's Kreations, and have their session prior to the next booking for that past client, then that client will receive 50% off on their next booking.)

## a. eGift Cards Policy:

All eGift cards purchased through Karma's Kreations Artistry are meant to only be applied for makeup services provided by Karma's Kreations Artistry. Gift cards are NON-TRANSFERABLE, NON-REFUNDABLE, and are RELOADABLE. Gift cards are currently not available in plastic/tangible format. Gift cards can be purchased by visiting www.karmaskreations.com/discounts-egiftcard, OR through contacting the artist. All gift cards have a minimum load amount of \$10 and a maximum load amount of \$1000. The eGift card default options are \$10, \$25, \$50, or \$100. There is no expiration date on gift cards purchased for Karma's Kreations Artistry. Gift cards can only be used on **BASE PRICES of a** particular service. The gift card does NOT apply to retainers, travel fee, add-ons (lashes, glitter, touch-ups, tattoo/scar covering, etc.), and fees charged (early morning, late fee, cancellation fee, etc.) If you would like to know the balance on your card, please visit www.karmaskreations.com/discounts-egiftcard or notify the artist. \*\*\*PLEASE NOTE: Gift cards may NOT be used in conjunction with discounts offered by Karma's Kreations; meaning if you wish to use a gift card on your order, you forgo the opportunity to take part in any applicable discounts. All amounts used on the gift card will be outlined on the Invoice sent after booking, showing the amount charged to the gift card and how much is left on that card.

# 6. Travel and Parking Policy

# \*\*\*PLEASE NOTE: IF THE ARTIST IS TRAVELING TO THE CLIENT, THE ARTIST WILL ALWAYS ARRIVE WITHIN 10-15 MINUTES PRIOR TO EVERY SESSION TO PREP AND SET UP EQUIPMENT AT THE DESIGNATED LOCATION!

Please be prepared to accept the arrival of the artist within this time frame to expedite the process of your session. Due to Karma's Kreations offering traveling services, there will be travel fees that will be incurred depending on your location. Travel fees vary based on the time (one-way) it takes to get to your destination. Please view the travel fee pricing on our website: <a href="http://www.karmaskreations.com/pricing">www.karmaskreations.com/pricing</a>

If the pro is traveling to the location of a hotel or other venue with no public parking available, the client MUST incur the cost of valet, garage, street, or private parking. This is due



to the amount of equipment that must be brought in for the completion of the service. The fee for parking will be included within the cost of your balance or will be charged to the room.

In the event that the artist does allow a client to come to her location, the client is required to <u>ONLY BRING THEMSELVES AND/OR ANY PERSONS THAT WILL BE WORKED ON.</u> No other persons/pets are allowed to be brought to the session (this includes young children and pets). If the client brings any extra persons/pets to their session at the artist's location, a \$25 fee per person/pet will be applied to the overall cost. This applies to pre-event makeup trials, hair & makeup sessions and makeup-only sessions. <u>STRICTLY ENFORCED WITH NO</u> <u>EXCEPTIONS!!!</u>

## a. Parking Instructions

At this time, the artist is travel-only. A new studio location is in the works to be secured for clients to travel to the artist.

## b. On-Site Touch-ups Policy

For all On-Site photo/film events, touch-ups are included in the cost for the specified time frame. If more time is required for the artist to stay and apply touch-ups and/or makeup services, an additional hourly rate will be applied to the cost and will be reflected on the invoice. If the artist must travel to a new location that is different from the original location, an additional travel fee will be reflected on the invoice as well. Please note that for all On-site photo/film events and Bridal events, travel is included up to 1 hour automatically. Anytime after 1 hour will result in a travel fee being added to the total cost.

Failure to take on this additional fee will result in cancellation of your appointment. On-Site touch ups are not offered for regular makeup appointments both traditional and airbrush makeup; ONLY for on-site photo/film and bridal events. For customers who need touch-ups for their events for regular makeup appointments, you may purchase a touch-up kit or 3-in-1 lip kit at the time of your session. Fees for these additional purchases are listed under the <u>Makeup Session Policy</u> under *Add-Ons Provided*. Please choose your option under "Add-ons" when completing your online booking. For large parties, please notify the artist at least <u>3</u> <u>WEEKS PRIOR</u> to the event date for how many persons will need a touch-up kit so that supplies may be purchased and shipped.

## c. Airfare and Lodging Accommodations

All costs for air travel to a secured and booked event outside of the DC, MARYLAND, VIRGINIA area are to be paid by the client. Costs may include, but are not limited to: airfare, gas, hotel/lodging, transportation (rental), parking, tolls, taxes, service incidentals, and per diem.



## d. Service Location Requirements

To provide a flawless and professional experience, Karma's Kreations requires:

- A clean and sanitized table and area with ample space for the makeup artist to work on.
- A working electrical outlet, as lighting equipment will be used.
- A roll of paper towels for cleanup
- Preferably an area with natural lighting is appreciated if available.
- And a chair that sits high like a bar stool. If a chair such as this is not available, the artist will provide one.

Please note, the artist has a right to refuse service if the client's location is not clean, not sanitized, and not free of any bugs/infestations. If a location is deemed to be unsafe, dirty, or infested, the artist will cancel your appointment. Please make sure your location is clean and tidy for an efficient and pleasurable makeup experience.

## e. Weather Conditions

It is recommended that the client checks the weather prior to scheduling their appointment. In the event of extreme weather conditions (including but not subject to heavy rain, snow, sleet, freezing rain, icy roads, blizzard, thunderstorm, flooding, etc.) the artist reserves the right to cancel any appointment. The customer will be notified the day prior to their appointment of any possible extreme weather conditions and will be given the option to reschedule their appointment for another date or event of their choosing without having to pay the retainer again or cancellation fee. All pending reschedulings are eligible up to a six (6) months; meaning, all clients have until six (6) months to utilize their rescheduling for a new date within the six (6) months before the retainer becomes void and must be paid again to secure a new appointment. If the artist is unable to travel, the customer will be notified and a discount for their future/next booking (not the current one) will be offered for any inconvenience.

# 7. Personal Information and Sensitivities Statement

Karma's Kreations requires information on whether a client has allergies, sensitives, or any other dermal issue during consultations and on the consultation form. Products used on clients are hypo-allergenic and non-comedogenic. All brushes and tools are thoroughly scrubbed clean and sanitized using a fragrance-free makeup brush shampoo and 70% isopropyl alcohol prior to every session. In no event shall Karma's Kreations have any liability for incidental, or consequential damages based on makeup application and products used however characterized (eczema, sensitive skin, eyes, burning, redness, flaking, swelling,



rashes, hives, etc.) If there is a product you prefer to use, Karma's Kreations is not responsible and will not be held liable for how it reacts with your skin; meaning but not subject to the wrong shade, allergic reaction, breakout, welts, redness, flaking, burning, hives, etc. In certain cases, a sample of products used may be tested on the inner arm/wrist as a test patch to monitor any reactions prior to application.

<u>LIABILITY CLAUSE:</u> \*\*\*By signing and agreeing to these terms of service, you are waiving your right to hold Karma's Kreations Artistry liable for any such incidents as listed above, acknowledging that there is a risk that you are willing to take on to receive makeup services by Karma's Kreations Artistry, and in no way will hold Karma's Kreations Artistry, its owners, employees, affiliates, and agents liable in case of such risk.\*\*\*

# 8. Photography/Videography/Audio Disclosure Statement

Karma's Kreations and its owners, employees, affiliates, and agents reserve the right to take photographic, audio, or film records of any make-up sessions or applications for marketing, promotion, and/or commercial purposes. Client(s) agree to release any and all claims regarding use of his/her/their image for the purposes listed above. Client(s) also agree to release the name and contact information of professional photographer/videographer service providers used for recording any event for which the artist has been hired and contracted to do makeup. Client(s) also agree to release to Karma's Kreations Artistry use of said photographer/videographer's photographs and recordings if requested by the artist. The signed agreement serves as a release to client(s) photographer/videographer and authorizes them to release to Karma's Kreations Artistry and its owners, affiliates, employees, and agents any photographs/recordings to use on any promotional materials Karma's Kreations Artistry deems necessary and applicable.

On behalf of your signature provided on the consultation form/agreement, you are agreeing to this statement on behalf of yourself and any other persons under your scheduled session being serviced by Karma's Kreations and that you are allowing Karma's Kreations to use any such photographs for the reasons stated above on any social media, online, or physical platforms. It is mandatory for photos to be at least uploaded on the artist's Thumbtack profile and website to help others view the artist's work; NO EXCEPTIONS! If you would prefer for your photos to not be uploaded on the Karma's Kreations Artistry Instagram page, please notify the artist ahead of time when inquired on your preference as well as on the consultation form when booking.

# 9. Makeup Sessions Policy

When booking your session with Karma's Kreations, it is imperative that you allow enough time for every person in the group to be worked on without rushing. The artist will



provide a time based on the number of people needing to be worked on and at what time the client and group needs to be finished by. If the client chooses to pick a time frame that will result in a makeup application per person being rushed or persons being skipped, Karma's Kreations will not be held responsible for the tardiness of the client and group to the event and has the right to cancel or refuse servicing that client for that event. Please do not expect the artist to rush through the persons in your group if the appropriate time frame was not chosen during booking and consultation, and/or if the client shows up late to the venue or location.

Prior to any makeup session, clients are required to come to the session with a washed face and to have applied a moisturizer and any other necessary skin care products that they normally use on their skin. Necessary skin prep and primer will be applied on the client based on skin type.

For every makeup session and to provide a luxurious and relaxing experience, the artist is subject to having a lighting system, chair, DSLR camera, and makeup equipment. Please note that any damage to this equipment during a session with the client will be charged on the client. For appointments in which the artist has to travel, please let any visitors and other service providers know that if they touch and/or break any of the artist's equipment that it will be charged on the client. Please make sure that any younger children and pets stay away from the artist station to prevent any damage to the equipment.

All makeup sessions are expected to have the client present and ready to be serviced immediately when the artist arrives. It is encouraged to choose a time where you can accept the immediate arrival of the artist and are ready to be worked on. If you plan on getting your hair styled prior to your makeup session, please make sure the time frame for that does not interfere with the scheduled time for your makeup session.

<u>\*\*\*IMPORTANT NOTE!</u>: During makeup sessions, all clients are required to let any photography service providers know that they will be unable to intrude, disturb, or touch the make-up artists work station, artist, or client while a session is underway. This creates a delay in the work that needs to be done and could result in equipment damage if not handled properly. All clients are required to let photographers know that the makeup artist station is NOT meant as a photography background or set up. Photographers are free to take photos and film, but are NOT under any circumstances allowed to touch the artists' equipment or direct the artist or client to pose while the artist is working. By not notifying the photographer of this rule in advance, it could result in further fees being charged upon the client.

#### a. Tardiness Policy



\*\*\*PLEASE BE AWARE: A tardiness fee of \$20 for the first 15 minutes of delay after the client's appointment time has started will be charged. If the client ends up running more than 25 minutes late to their session, or has the artist wait while another service provider works on them during the scheduled time frame chosen for the make-up artist, <u>the appointment will be canceled, the cancellation fee will be charged (24-hour time frame) and the retainer will be voided.</u> This is due to the delay that will be created for other appointments scheduled afterwards and could create a severe time conflict. This will be <u>STRICTLY ENFORCED with NO</u> <u>EXCEPTIONS; PLEASE BE AWARE!</u>

In the event that the artist is tardy due to traffic, extreme weather conditions, emergency, etc the client(s) will be immediately notified and a discount of 5% off will be offered or an option to reschedule.

## b. Client Product Use

For makeup sessions, clients can use their own products during the session if they have a certain skin condition or type. You will be asked during your consultation what products you currently use and if you would like to use them. If you do state that there is a product you would like to use during your session, you will be responsible for bringing it. Karma's Kreations will not be held responsible if you forget to bring your products to the session, and will also not be held responsible if you forget your makeup products at the venue or location. If your product is expired or is an incorrect shade, the artist has the right to refuse the use of your product to be used. The artist also cannot guarantee the longevity and quality of the makeup if the client's products are used instead of the artist. Your foundation shades and concealer (highlight and contour) shades will be recorded on your consultation form for current and future sessions and will be held on file. If you would like to know your shades, please email karmaskreationsartistry@gmail.com.

If you as the client decide that you want the artist to use your products, it does NOT equate to receiving a discount or a lesser price. This applies to lashes that the client may bring as well. Lashes must be brand new in their packaging if you wish for the artist to apply them. The artist will NOT apply used lashes; this is due to sanitation concerns which could cause liability issues.

## c. Additional Services Policy

Karma's Kreations is not licensed in threading or waxing and will not perform any of those services during your session. Clients are also required to have their brows, lip, or any other area on the face shaved, threaded, or waxed, prior to their appointment. Karma's Kreations is also not licensed in hair-styling and will not perform that service during a session. The provided hairstylists on the team will provide any hair services that are requested. If the



client does seek a professional to do any service listed, Karma's Kreations can refer the client to a trusted professional who is licensed in those areas, but is not liable for the quality of service that that professional will provide.

Karma's Kreations will also not provide lash extension services, drag makeup application, makeup consultation/shopping services, or microblading services. We do currently provide traditional and airbrushing makeup services for clientele as well as male grooming services in both traditional and airbrush applications as well.

## d. Add-ons Provided

Karma's Kreations provides a variety of add-ons that result in an additional cost. The following add-ons that Karma's Kreations provides are:

- Individual Lashes (\$25/person)
- Skin Aftercare Kit (\$35/person)
- 3-in-1 Lip Kit (\$40/person)
- Luxury Mink and Vegan Faux Mink Lashes (\$15-\$30; price will vary based on lash type)
- Touch-up Kit (\$50/person)
- Tattoo or Scar Covering (\$35/person); airbrushed (\$40/person)

For all makeup appointments, strip lashes are included within the price; this does not include Mink Lashes sold by Karma's Kreations Artistry. Whether the client brings their own pair of lashes or requests to use the lashes that the artist provides, the price will not be reduced. Karma's Kreations is not responsible for any allergic reactions or breakouts caused by the glue used to apply the lashes. The glue that is used is latex free and formaldehyde free. If there is a particular adhesive that you wish to use for your lashes, please let the artist know ahead of time.

## e. Partial Makeup Application Policy

If requested ahead of time, Karma's Kreations can provide a partial makeup application for a fee. The client creating the booking request can not book for a partial makeup application.

All persons requesting a partial makeup application must be included within the group that the client creates during the consultation form. Any outside persons requesting to have any services completed will not be serviced unless the client agrees or requests it and if there is ample amount of time to complete them. Any partial face makeup application persons will be serviced after all full face makeup clients have been serviced. Please keep in mind that discounts can not be used on ANY partial makeup application services. <u>Karma's Kreations Artistry will NOT provide any partial makeup on 2 or less persons; groups of 3 or more</u>



persons can request partial makeup. If Partial makeup is the ONLY thing requested for a group of 3 or more and nobody requests a full face application in said group, there will be an additional \$50 (\$100 for airbrushed) fee added to the overall cost. Traditional and Airbrush Partial Makeup pricing can be found at www.karmaskreations.com/pricing

## f. Karma's Kreations Artistry Kits

Karma's Kreations Artistry now offers various Kits for purchase to aid in your luxury makeup experience. They are as follows:

- Touch-up Kits: \$50/person
- 3-in-1 Lip Kits: \$40/person
- Skin Aftercare Kits: \$35/person

All Kits are available for purchase prior to makeup sessions. This is optional to buy and is meant for clients who would like to add an additional feature to their makeup for their event. <u>PLEASE NOTE: All large party kit requests must be inquired through the artist to ensure all</u> <u>necessary supplies are available for each kit; e.g. if you have a large party of 3 or more</u> <u>people, please notify the artist up to 3 WEEKS PRIOR TO YOUR SESSION of how many persons</u> <u>will need a kit of your choosing. This allows the artist to purchase the products and receive</u> <u>them through shipping. All 3-in-1 lip kits can be purchased at the time of the session;</u> <u>however, inventory must be accounted for so please still contact the artist to inquire ahead of</u> <u>time.</u>

<u>-TOUCH-UP KIT INCLUDES</u>: a pouch, small kabuki brush w/setting powder inside, bobby pins, scrunchie, compact mirror, mascara, makeup remover wipes, blotting sheets, mints, small setting spray, and the Karma's Kreations Artistry business card.

<u>-3-IN-1 LIP KIT INCLUDES</u>: a lip liner, liquid matte lipstick, and gloss of your chosen shade. All liquid matte lipsticks have a longevity of 12-16 hours of hold.

<u>-SKIN AFTERCARE KIT INCLUDES:</u> an instruction card, cotton rounds, and 3 products to help you properly and safely cleanse your skin to remove any makeup, dirt, or debris from your skin at the end of your event, and the Karma's Kreations Artistry business card. The three products included are micellar cleansing water, oil cleanser, and a PH balanced cleansing gel. Products can be used more than once (approx. 3-5 uses) as little product is needed.

If you would like to purchase a specific lip color or lip liner that was used on you during the trial session to use for touch-ups later on your event date, please notify the artist ahead of time so a new bottle/pencil can be purchased for you and reflected in your price.



Items used by the artist are not for individual sale and cannot be purchased during a session. This option for kits can be chosen on the booking page under the <u>"Add-ons"</u> section.

## g. Bridal Package Policy

The Bridal package is an all-inclusive package created for brides to save money for their big day. The pricing and what is included within the package can be found on the Pricing page <u>here</u> on our website.

To secure a Bridal Package, the client must complete three forms of documentation which is as followed:

- Contract must be signed via Square Contracts
- 25% retainer of total balance must be paid for via Square Invoice; the remaining 75% must be paid for on the day of the wedding.
- Booking for the day of the event must be completed via booking link.

All of the following documentation will be sent out via email and must be completed by the customer within a timely manner of <u>3-5 business days</u> if the customer wishes to follow through. If the customer does not complete all documentation (booking, retainer, and signed contract) within 3-5 business days, the booking, invoice, and contract will be canceled and the recipient will be notified via email. Any money that has been received through the invoice is non-refundable as always, so please make sure the booking and contract are signed with the retainer received via invoice.

It is recommended to only be ready to book when you are ready to pay the retainer and secure your date. If you are not ready to book at the time of discussing the project, please do not agree to receiving the next steps until you are ready. Remember, that all three forms of documentation must be completed to secure your booking and booking goes by a 'first come-first serve basis'; meaning if another customer books your same date and time before you get to book the slot, then they will have ownership of that slot and nothing can be canceled or accommodated to adjust that booking except on behalf of the booked client. A phone call agreement or written agreement other than the contract will not suffice as a securing or hold placement of your slot for a Bridal Package.

<u>Please note: A trial is always included within the Bridal Package. The pricing for a trial is</u> <u>worth \$150. If a customer completes the necessary documentation and steps for booking the</u> <u>Bridal package, conducts their trial, and decides after the trial has been completed that they</u> <u>wish to cancel, they may do so. However, they agree that if their 25% retainer does not meet</u> <u>the \$150 cost of the trial, they must pay the remaining amount minus what they have already</u> <u>paid for. (e.g. If your retainer was \$75 and you have your trial and decide to cancel your entire</u>



booking for the wedding, another \$75 must be paid for to cover the cost of the trial.) If your retainer amount is MORE than \$150, then a remaining balance is not required. As always, the retainers are NON-REFUNDABLE and NON-TRANSFERABLE. The cancellation, tardiness, payment, and other policies within these Terms of Service still apply to the Bridal Package service.

Once the forms of documentation are completed, the artist will inquire on a date in which the customer wishes to book their trial and thus the artist will schedule the trial date on behalf of the customer. No customer will be allowed to book their own trial via the booking page and must consult with the artist first to do so. Once the trial booking is made, the customer will receive a confirmation email from 'Acuity Scheduling' of the booked trial and necessary details.

# 10. 1-on-1 Makeup Lessons Policy

Karma's Kreations now offers 1-on-1 makeup lessons. For in-person lessons, clients will be required to come to the artist's location. Please keep in mind: the artist will NOT travel to the client's location for makeup lessons. Please be sure to contact the artist before booking to ensure availability. Makeup lessons must be conducted Monday-Friday only (WEDNESDAY CLOSED)! Saturday & Sunday are not available for makeup lessons to be conducted.

To book for a makeup lesson, you must complete the booking and full payment. Please keep in mind that both must be completed to secure your appointment. If either one is not completed by the day prior to your appointment, it will be canceled. Once the appointment has been fully secured and the payment has been accepted, the client will have the option to receive a preparation list that they can follow to purchase items for their own makeup kit.

If you wish to have the artist create a kit for you, it will be a total of \$700 + Base price for the lesson. If you wish to use the artist's tools it will be an additional \$100 + base price for the lesson.

All makeup lessons are categorized into four options; please view the pricing list <u>here</u> to see the cost and all that is offered within each makeup lesson:

- Beginner MUE (self application)- 2 hours
- Advanced MUE (self application)- 3 hours
- Beginner MUA (model application)- 3.5 hours
- Advanced MUA (model application)- 4 hours

All students are responsible for bringing their OWN model for any Beginner or Advanced MUA makeup lessons. The artist is not responsible for bringing a model to conduct the lesson. For



all Beginner/Advanced MUA sessions, lunch will be provided by the artist if the student wishes to order anything.

Each makeup lesson varies in time. If the client wishes to extend the time of the lesson, it will be an additional \$100/hour. Please keep in mind, no discounts or promotions will apply to lessons as they are the set price.

During a makeup lesson we will cover the following topics:

- Foundation techniques & Shade matching
- Proper Eyeshadow application (soft vs bold)
- Basic Color Theory and Balance
- Undertone Study
- Lash Application
- Highlighting and Contouring techniques
- Skin prep techniques
- Brow technique
- Blending technique
- Color correction
- and more...

<u>PLEASE NOTE: The Tardiness, Rescheduling, Cancellation, and all other Policies do apply to</u> <u>in-person makeup lessons. Please be advised that they will be followed strictly.</u>

# **11.Hair and Makeup Policy**

When making a booking for a Hair and Makeup Service, you must contact the makeup artist first. The option to go on the Acuity Scheduling page and book for Hair and Makeup is not open to the public and once you have contacted the artist first to discuss availability, the artist will provide you with the direct link to book your appointment. This is due to the fact that we must ensure that our hairstylists on our team have the availability to accommodate you and any additional persons under your appointment for said date and time.

\*\*\*NOTE: that for all Hair and Makeup services, a retainer amount of \$100 is required which is part of your total balance and will be subtracted from said balance. For all Hair and Makeup Bridal or On-Site Photo/Film Events, a retainer of 50% of the total balance on your invoice is required as well as a contract being signed.

Our team of 3 hairstylists and their following instagram handles are as follows:



- Dara: <u>www.instagram.com/looksbydara</u>
- Emily: www.instagtam.com/emilynicoleartistry
- Enigma: www.instagram.com/enigmaticspace

Most appointments (depending on the makeup look) can be completed within about an hour per person. If you are requesting Soft glam or Full glam services, it may require additional time after an hour. Both the makeup artist and hairstylist will/can work on a person simultaneously to save time. All pricing for services can be found on my Hair and Makeup Pricing found <u>here</u>.

For Hair & Makeup appointments, it is required to also make sure that a clear, clean, and sanitized table, roll of paper towels, and nearby electrical outlet is available for the service providers to use. If needed, the makeup artist can provide a chair.

a. Travel Fees & Additional Fees Policy

For all Hair and Makeup services, a travel fee is required for both the makeup artist and the hairstylists which may cause your final total to vary. The travel fees are as follows for both service providers:

- Makeup Artist: \$1/minute
- Hair Stylist: \$3/mile

The artist and hairstylist will only travel up to 1 hour for all appointments. Any appointments further than an hour, we will be unable to service. For destinations outside of the state, the travel (flight) and reasonable living accommodations are required to be made for both service providers.

Other fees that may apply to your balance can be viewed on the Hair & Makeup Pricing document found <u>here</u>. Please note that these fees will be added to your remaining balance which is always due at the conclusion of every service. Failure to pay these fees could result in a cancellation of your appointment, cancellation fees applied, and possible ban from future bookings.

All other applicable fees, policies, and terms within the Karma's Kreations Artistry TOS do apply to all Hair & Makeup appointments and must be agreed to at the time of booking. Your failure to agree to these terms may result in refusal to perform service and/or additional fees.



# 12. Severability

If any provision(s) of these Terms of Service shall be held to be invalid, illegal, unenforceable, or in conflict with any of the law(s) of any jurisdiction, the validity, legality, and enforceability, of the remaining provisions shall not in any way be affected or impaired thereby.

- a. Privacy Policy
  - <u>Comments:</u> When visitors leave comments on the site we collect the data shown in the comments form, and also the visitor's IP address and browser user agent string to help spam detection.
  - <u>Media:</u> If you upload images to the website, you should avoid uploading images with embedded location data (EXIF GPS) included. Visitors to the website can download and extract any location data from images on the website.
  - <u>Cookies:</u> If you leave a comment on our site you may opt-in to saving your name, email address and website in cookies. These are for your convenience so that you do not have to fill in your details again when you leave another comment. These cookies will last for one year.

If you have an account and you log in to this site, we will set a temporary cookie to determine if your browser accepts cookies. This cookie contains no personal data and is discarded when you close your browser.

When you log in, we will also set up several cookies to save your login information and your screen display choices. Login cookies last for two days, and screen options cookies last for a year. If you select "Remember Me", your login will persist for two weeks. If you log out of your account, the login cookies will be removed.

If you edit or publish an article, an additional cookie will be saved in your browser. This cookie includes no personal data and simply indicates the post ID of the article you just edited. It expires after 1 day.

• <u>Embedded content from other websites:</u> Articles on this site may include embedded content (e.g. videos, images, articles, etc.). Embedded content from other websites behaves in the exact same way as if the visitor has visited the other website.

These websites may collect data about you, use cookies, embed additional third-party tracking, and monitor your interaction with that embedded content, including tracking your interaction with the embedded content if you have an account and are logged in to that website.



• <u>Analytics:</u> If you leave a comment, the comment and its metadata are retained indefinitely. This is so we can recognize and approve any follow-up comments automatically instead of holding them in a moderation queue.

For users that register on our website (if any), we also store the personal information they provide in their user profile. All users can see, edit, or delete their personal information at any time (except they cannot change their username). Website administrators can also see and edit that information.

- <u>What rights you have over your data</u>: If you have an account on this site, or have left comments, you can request to receive an exported file of the personal data we hold about you, including any data you have provided to us. You can also request that we erase any personal data we hold about you. This does not include any data we are obliged to keep for administrative, legal, or security purposes.
- Visitor comments may be checked through an automated spam detection service.

\*\*\*Please note that if you do not agree to these terms of service, pay the mandatory retainer, and/or sign the bottom of your consultation form/agreement, Karma's Kreations Artistry, its owners, agents, affiliates, and/ or employees, can REFUSE to provide said service for you.

Thank You for choosing Karma's Kreations Artistry!

Any copying, distribution, or tampering with any documentation created under Karma's Kreations Artistry will result in legal actions being brought upon.

Updated: 11/09/2024