

SERVICE AGREEMENT

Black Fridays and/or Promotional Deals:

- All promotional deals offered by Moka Beaute Studios are required to be paid in full and are non refundable.
- All promotional deals offered by Moka Beaute Studios are non transferrable to any other client or any other service.
- You may reschedule your promotional deal ONE TIME within 30 days of the original scheduled appointment.
- Any cancellations/no call/no shows by the client(s) for ANY reason forfeits refunds and/or credits.
- All promotional deals are scheduled during our normal business hours and can not be applied to any extended hour services nor any travel/on location services.

Reserving & Retainer Terms:

- A nonrefundable retainer is REQUIRED for all appointments to reserve your date and time.
- Same-day REQUIRED to pay for the service in full.
- The remaining balance is due at your appointment. We will charge the card on file, Cash (we may not have cash for change) send invoices, and/or accept, Zelle, & CashApp, as a form of payment.

Cancellation Terms:

- Cancel appointments 48 hrs or more to avoid any cancellation fees. Text 832-301-8700 or email hello@mokabeaute.com to cancel your appointment.
- Appointments canceled 47 hrs or less will be charged the remaining balance of their appointment. Your retainer is nonrefundable, nontransferable.
- If you paid in full prior to your appointment and canceled 48 hrs or more before the appointment, you will receive the balance minus the nonrefundable retainer.

Rescheduling Terms:

- We require a 48-hour notice to reschedule your appointment to qualify a transfer of your paid retainer.
- You may reschedule ONE TIME up to 30 days from the original appointment date if proper notice of 48 hours is provided. Failure to provide proper notice will result in the forfeit your retainer and will be required to pay a new retainer for a new appointment date.

Train:

- Our studio is located in between two railroad tracks and we do not have the schedule for when they will be running. Please try to account for any travel interruption if you run into the train. Contact us at 832-301-8700 to let Ashley know if you got caught by the train and we may be able to redirect you around it.

Tardiness Terms:

- **You have a 10 minute grace period.**
- **11-14 minutes late: \$25 will be applied to the balance.**
- **15 minutes or more late:** your appointment will be canceled. Our schedule is very tight and we wish to serve our clients on time. Your retainer is non-refundable & non-transferable.
- Clients running late and have not contacted the artist is considered a no show and the appointment will be canceled and the remaining balance will be charged in FULL.

No Call/No Show Terms:

- If you are a no call/ no-show you will NOT receive any refund of the retainer and will be charged 100% of the remaining balance with the card on file.
- If you are 20 minutes or later to your appointment with no notice to the artist of the late arrival, you are considered a no show and will be charged 100% of the remaining balance and the appointment will be canceled.
- If the client card declines or the client refuses to pay the fee, they will be blocked from any future bookings with Moka Beaute Studio.

Artist Cancellation Terms:

- If the makeup artist cancels, you will receive a refund of the retainer within 3 business days of cancellation.

On Location/Travel Terms:

- We have suspended travel to personal homes unless it is a verified AIR BNB or VRBO.
- The travel rate is covered up to 25 miles (Round trip) from our studio zip code 77003. Additional mileage is \$5/mi and will be added to the balance.
- The client agrees that they are responsible for any additional travel costs such as the valet and/or tollway fees.
- On location bridal related services need to complete the inquiry form for assistance at www.mokabeautebridal.com.

Cell Phone/Laptop Usage:

- Please refrain from using any electronic device while your service is being performed.

Extra People:

- You can not bring any extra people to your appointment. This is strictly enforced. If you decide to bring your child or any additional people to your appointment, please note they will not be allowed into the studio during your appointment. They can sit in the outside waiting area and/or in the car. If it is a child and no one can care for them, we have the right to refuse service.

How to Arrive:

- Please arrive on time, with a clean face and if possible please have brows waxed/threaded prior to our appointment for expedited service.

Health Terms:

- If you are sick, please note that the service provider has the right to refuse services and no refunds will be issued to the client.
- If you feel sick in any way but not limited to, cold, flu, COVID-19, diarrhea, nausea, etc. prior to your appointment please contact Ashley Adams immediately to reschedule your appointment.
- If you have any open wounds, sores, or any skin condition on the face and/or body before the day/time of your service, please inform the artist, immediately. If you arrive at the appointment, with any skin condition that could possibly contaminate the integrity of the makeup product, tools, and/or professional kit, the makeup artist may refuse service and no refund of any kind will be issued. This is strictly enforced.

Liability:

- Moka Beaute will not be held liable for any skin complications, injuries, losses, damages, claims, and actions.

Group Payment and Services Terms:

- 50% of the total balance is due at the time of booking. If anyone decides to drop out the retainer is non-refundable and the balance is still due at the scheduled time as time has been secured in advance for makeup services.

Safe Working Environment:

- The client understands and agrees that Moka Beaute maintains a safe work environment at all times and complies with all health and safety laws, directives and rules and regulations. Client understands and agrees that during the makeup service appointment he/she and his/her agents shall not carry weapons or firearms, be exposed to severe illness, or request the Moka Beaute to do anything illegal or unsafe. Further, Moka Beaute will not provide services in any location or area deemed to be unsafe in its sole discretion, including, but not limited to, areas affected by communicable diseases, quarantined areas, or other similar occurrences. Under such occurrences, Moka Beaute reserves the right to terminate service coverage immediately and/or leave the makeup service appointment. Client agrees to relieve and hold Moka Beaute harmless as a result of incomplete [event/session/wedding] coverage, or for a lapse in the quality of Moka Beaute work, and Client shall be responsible for payment in full.

Indemnification:

- Client (“Indemnifying Party”) shall indemnify, release, discharge and hold harmless the Moka Beaute, its heirs, legal representatives, assigns, employees or any persons or corporations acting under permission or authority of the Moka Beaute (“Indemnified Party”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and attorneys’ fees, that are incurred by Indemnified Party or awarded against Indemnified Party in a final, non-appealable judgment, administrative proceeding, or any alternative dispute resolution proceeding (collectively “Losses”), arising out of any third-party claim alleging: (a) breach or non-fulfillment of any representation, warranty, or covenant under/representation or warranty in this Agreement; (b) any negligent or more culpable act or omission of Indemnifying Party or its agents (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement; (c) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Indemnifying Party or its agents (including any reckless or willful misconduct); or (d) any failure by Indemnifying Party to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement

Abuse Clause:

- At no time and under no circumstances whatsoever shall the makeup artist tolerate abusive, violent, destructive, menacing, or harassing behavior from the client or any party acting on behalf of the client. If such behavior does occur, the makeup artist will quietly and respectfully inform the client and/or members to handle the situation. However, if the behavior does not stop, the makeup artist will consider it a breach of contract under this clause, and vacate from the premises immediately without providing any further services and all remaining fees will be due immediately and on the spot, regardless of further services not commenced and without any refund of monies paid.

Marketing Material:

- Moka Beaute may use photographs of a client(s) for promotional use including but not limited to social media, flyers, and makeup artist professional website www.MokaBeaute.com

Email Communication:

- When you book with Moka Beaute you will be added to a newsletter that sends exclusive promotions via email. You may opt out at any time.