



---

# THE ZANY ZEBRA

901-581-2837

WWW.THEZANYZEBRA.COM

[ZEBRAFACEPAINT@GMAIL.COM](mailto:ZEBRAFACEPAINT@GMAIL.COM)

OLIVE BRANCH, MS AND THE MEMPHIS AREA

---

## Face Painting Contract

### Services Agreement

This Services Agreement (the “Agreement”) is entered into on the date set forth below, between Cross My Art (The Zany Zebra), a Mississippi limited liability company, (“Provider”), and “Client,” who is identified in section 1(b) below, according to the following terms and conditions.

#### 1. DETAILS OF EVENT

- a. Date of Event: This event will take place on \_\_\_\_\_.
- b. Client (name, address, telephone): \_\_\_\_\_.
- c. Location of Event: The entertainment services will be provided at \_\_\_\_\_.
- d. Services: The artist agrees to provide  face painting  glitter tattoo  henna services for the duration of the time agreed upon in this contract.
- e. Guest of Honor: (If applicable) The honored guest \_\_\_\_\_ will receive services first.
- f. Time of Event: Services will be provided from \_\_\_\_\_ to \_\_\_\_\_.
- g. Total Fees: The total cost for this booking is \_\_\_\_\_.
- h. Booking Fee Due: The fee due now to book this date is \_\_\_\_\_.
- i. Balance Due at Time of Event: The remaining balance is \_\_\_\_\_.
- j. Type of Event: This event is a (birthday, corporate, festival, etc.) \_\_\_\_\_.
- k. Travel Fee:  This event is in Desoto County and there is no travel fee.  This event is in Shelby County and there is no travel fee.  This event is in \_\_\_\_\_ County is and there is an additional fee for travel of \_\_\_\_\_.

By their execution below, the parties hereto have agreed to all the terms and conditions of this Agreement including those sections (sections 2 through 11) on the following pages, effective as of the last date set forth below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client

**THE ZANY ZEBRA**

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Karyne Cross Its: Owner

**2. FEES AND DEPOSIT**

2.1 *Fees.* In consideration of the services to be performed by Provider (described in section 1(d) above and hereinafter referred to as the “Services”), Client shall pay to Provider total fees as described in section 1(g) above (the “Fee”).

2.2 *Booking Fee.* Client shall pay to Provider a booking fee in the amount described in section 1(h) above (the “Booking Fee”). The Booking Fee is non-refundable and is required to secure the date of the event. A date will be saved for only 7 days without payment of the Booking Fee. Booking Fees can be paid online. Booking fee payments can sent to @zebrafacepaint on PayPal, \$KaryneCross on CashApp or @Karyne-Cross on Venmo. If you need to use Zelle or pay with you debit card, contact us so we can send you the information you need to do that. If you would like to pay the Fee in full in advance you can do so.

2.3 *Balance Due.* In addition to the Booking Fee, Client agrees to pay to Provider the “Balance Due at Time of Event” as described in section 1(g) above. Payment of the Balance Due at Time of Event shall be made in accordance with section 3 below

**3. PAYMENT POLICY**

3.1 Full payment is required before or at the start of the event. After you pay the Booking Fee, you can pay the Balance Due at the Time of Event with cash, your debit card or by using one of the online payment methods.

3.2 Payment must be made before Provider will begin rendering the Services so Provider can leave at the scheduled time. It is often difficult to find a host, or for the Client to find their wallet while they are busy tending to their guests. This way you can

enjoy your party, and we can be off to our next event on time. We will make sure to check in with you before we leave to make sure everything went well.

3.3 Provider is responsible for paying any extra entertainers who are brought by and directed by Provider (if applicable). At the time of the Event, if you would like Provider to stay longer than agreed upon in this Agreement, please let the Provider know before it is time for his or her scheduled departure and be prepared to pay for the overtime that you agree upon. We will accommodate this, if possible, but sometimes there is another scheduled client that must be attended to.

#### 4. TIME ESTIMATES

4.1 When booking your party please clarify with Provider if you would like the Services to include quick/simple designs or extra fancy designs. Provider does its best to offer and create designs that will allow us to serve the maximum number of kids at your event. Please be aware that if a lot of guests show up late, or if you find that you have more guests than expected, this can throw us off and we may not be able to paint everyone in the allotted time.

4.2 Often, at a child's party, older teens or adults want to get in on the fun. We would love to entertain everyone that would enjoy it if time allows. Please take this into account when deciding how long you would like Provider to stay. Please kindly advise the face painter and your guests who the painting is intended for so that there is no confusion. Please book the number of hours according to the number of guests you would like to have painted

Face Painting – each artist can paint 10-15 people per hour depending on the designs chosen.

#### 5. CONFIRMATION

Provider will call to confirm all details of your event the day before your event. Please update us with any changes, possible additional time needed, and any driving directions that might be useful in case of construction in your area. You should feel free to contact us for any reason concerning your event. If you reach our voicemail, Provider will call you back to acknowledge that we received your message. If you text us, Provider will text you back to confirm we received your text.

#### 6. CANCELLATION

6.1 Please understand that we have held the date of your event and most likely passed on other events to entertain for you. The Booking Fee is non-refundable, though it may be transferrable if you re-schedule your event to a date that will work with Provider's schedule. **Please be cautious when booking entertainers for outdoor events. Having an alternate indoor plan for rain is highly recommended.**

6.2 If you cancel your event with at least 3 days' notice, only the Booking Fee will be non-refundable, i.e., you will not be billed for the Balance Due at Time of Event. Cancellations made between 24 and 48 hours are subject to being billed for 75% of the Balance Due at Time of Event. If we are not contacted about cancellation within 24 hours of the event, you will be billed for the Balance Due at Time of Event. Client understands the terms of this Section 6.2 and agrees to pay such amounts in the event of a cancellation within the time frames described.

6.3 If you must cancel your event, please contact us right away and confirm the cancellation. If you reach our voicemail, Provider will call you back to acknowledge that we received your message. If you text us, Provider will text you back to confirm we received your text.

## 7. SET UP

Provider brings all our materials to make the magic happen. Please provide us with a small table for our use during your event. If you do not have a small table available, please let us know in advance so we can plan to bring one. We will bring our own chairs. We may use water from a tap if available but will provide our own water as needed. A 5-8 foot wide (one or two entertainers), level space is needed for us to set up, preferably with good lighting. It takes approximately 10 minutes for us to set up. Set up and breakdown time is not charged as part of the Services.

## 8. ENDING THE LINE

Because Provider is going to be busy face painting and interacting with the guests, we cannot be responsible for managing the line. The line should be monitored by the host or a designated person at your event. The line should be closed with enough time for Provider to paint those waiting and not have to leave anyone in line without a design when the Event ends. Anticipate that 6-10 minutes is needed for each guest to be painted depending on the complexity of the design and close the line when needed. Provider will simplify designs as needed to attempt to paint as many guests as possible but will have to stop when time is up so that we are not late for our next commitment. You can make a sign-up list, or numbered tickets for your guests to minimize the line. Please explain to your guests when it is time for Provider to leave.

## 9. INSURANCE

Provider will provide confirmation of its entertainer's liability insurance upon request. Please let us know if you need Provider's EIN number or a W-9 form filled out prior to the event.

## 10. INDEMNIFICATION/LIABILITY

IN ALL CIRCUMSTANCES, THE MAXIMUM LIABILITY OF PROVIDER, ITS MEMBERS, EMPLOYEES, OWNERS, ATTORNEYS AND AFFILIATES ("PROVIDER PARTIES"), TO CLIENT FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER,

AND CLIENT'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE NET PROFIT OF PROVIDER. IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE SERVICES PROVIDED BY PROVIDER, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## 11. GENERAL

11.1 *Modification/Waiver.* This Agreement may be modified by the parties. Any modification of this Agreement must be in writing and agreed to by both parties. Failure by either party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach.

11.2 *Governing Law and Dispute Resolution.* The formation, construction, performance and enforcement of this Agreement shall be in accordance with the laws of the United States and the State of Mississippi without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction. In the event of a dispute arising out of this Agreement, the parties agree to attempt to resolve any dispute by negotiation between the parties. If they are unable to resolve the dispute, both parties submit to the jurisdiction of the federal courts of the United States and the state courts of Mississippi in the County of Desoto.

11.3 *Severability.* Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid or unenforceable provision shall be replaced by a valid or enforceable provision.

11.4 *Headings.* The numbering and captions of the various sections are solely for convenience and reference only and shall not affect the scope, meaning, intent or interpretation of the provisions of this Agreement nor shall such headings otherwise be given any legal effect.

11.5 *Integration.* This Agreement comprises the entire understanding of the parties hereto on the subject matter herein contained, and supersedes and merges all prior and contemporaneous agreements, understandings and discussions between the parties relating to the subject matter of this Agreement. In the event of a conflict between the Agreement and any other documents, the terms of the Agreement shall control.

By their execution above, the parties hereto have agreed to all the terms and conditions of this Agreement effective as of the last date of signature above, and each signatory represents that it has the full authority to enter into this Agreement and to bind her/his respective party to all of the terms and conditions herein.