**DIVA LASHÁ HAIR CONTRACT**

(MOBILE HAIR & BARBERING SERVICES)

This Agreement is made effective the date of deposit submission by client and receiving all requested info via text by client.

**DIVA LaShá WILLIAMS** ("HAIR ARTIST")

The above HAIR ARTIST has a background in hairstyling, cosmetology and is willing to provide her individual services to above CLIENT based on her background in the profession. The CLIENT remains responsible for all other services outside of what has been agreed upon, based in hairstyling/barbering.

The CLIENT desires to have services provided by the above HAIR ARTIST & agrees to the following:

1. **DESCRIPTION OF SERVICES**.

Upon SENDING ALL REQUESTED INFORMATION to hair artist and recieving the deposit in the agreed upon amount via Venmo, Apple Cash, or Zelle(quick pay), NO CASH ACCEPTED. HAIR ARTIST agrees and will provide the agreed upon services to CLIENT (collectively, hereafter referred to as "Services") as specified via text message and pictures by CLIENT. Client has agreed to have clean hair upon ARTIST arrival for the best turn out for each SERVICE, any necesssary items for the accomplishment of desired look, unless specified to the hair artist that client needs hair artist to purchase items and client agrees to reimburse hair artist, and a clean setup area for hair artist to work at.

1. **PERFORMANCE OF SERVICES**.

The hair SERVICES are scheduled to be executed by HAIR ARTIST on agreed upon date and at the clients home or agreed upon decent/safe location. HAIR ARTIST shall arrive and shall remain onset until completion of each SERVICE/SERVICES.

1. **SERVICE FEE/PAYMENT STRUCTURE**.

Client shall pay the agreed upon amount, to hair artist for SERVICES and travel after service is completed on the day of service. A deposit fee and all requested info (full name, full address, and parking instructions) is required before appointment is solidified and booked. Deposit shall be advanced to HAIR ARTIST via (apple cash, venmo, quick pay, cash app or zelle) the remaining balance shall be paid to HAIR ARTIST via the similar methods ( apple cash, venmo, zelle, quick pay, cash app) upon completion of services on service date.

NO CASH ACCEPTED

1. **TERM/TERMINATION/CANCELATION**. This Agreement shall terminate automatically upon completion by HAIR ARTIST, of the Services stated in paragraph(s) 1 and 2 of this Agreement, and for any reason HAIR ARTIST is unable to perform the aforementioned duties, deposits shall be returned to Client within three (3) business days of termination of services; and in the case of Client canceling HAIR/BARBER services prior to or during execution (because of specified or unspecified reasons), HAIR Artist shall retain the deposit and shall not be due any further payments.
2. **OTHER REMINDERS:**

* Please ensure the date and time you chose coincides with your schedule. Deposits, full names, full adresses, parking instructions, how to enter your home and method used for deposit are all required to book and solidify your appointment. A parking spot is required for HAIR ARTIST on the day of service, NO EXCEPTIONS, your appt will be cancelled after 5 mins, if parking isnt provided.
* The Deposit advanced by CLIENT to HAIR ARTIST is nonrefundable under all circumstances, if client cancels for any reason and/or reschedules for another day or is late, there is no grace period, you’ll have to book with a new deposit. Same day rescheculing, if time is availiable, the deposit will be honored, otherwise the DEPOSIT remains nonrefundable in all other situations
* Hair artist maybe 15 mins early or late depending on travel and will inform client if such circumstances present themselves.
* Normal service hours (Wed-Sat 7a-3p) Same day appointments and/or appointments after 3p are $30 extra; appointments needed on my off days (Sundays and Mondays) are $50 extra. (Text/Calls are only accepted (Wednesday-Saturday 7a-5p)

1. **RELATIONSHIP OF PARTIES**.

It is understood by the parties that HAIR ARTIST is an independent contractors with respect to Client and not an employee of Client. Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of HAIR ARTISTS.

1. **CONFIDENTIALITY.**

Any sensitive business information, production documents and/or personal identities HAIR has or will be informed of shall be considered **confidential information, and she shall not divulge said information to any third party without Client's written consent.**

1. **ENTIRE AGREEMENT**.

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

1. **AMENDMENT**.

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

1. **SEVERABILITY**.

In the case of any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

1. **WAIVER OF CONTRACTUAL RIGHT**.

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

1. **JURISDICTION AND DISPUTES**.

Arbitration. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of CALIFORNIA or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in entertainment law and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.