



FREELANCE AGREEMENT TEMPLATE

This is a contract between **Erin Smith** with **Erin Smith Beauty Creations** and _____ for wedding/beauty makeup and hair services as a freelance artist for **Montgomery** and surrounding areas. This agreement is effective immediately upon the signing and or agreed terms.

Whereas:

Erin Smith Beauty Creations has a client in need for wedding or special occasion hair and makeup and Freelancer has an interest in assisting her services for the client and

Erin Smith Beauty Creations wish to set forth the terms and conditions upon which such services will be provided to client. Now therefore, in consideration of the foregoing, and the mutual promises herein contained, the parties hereby agree as follows:

Description of Services:

_____, **known as freelancer**, will perform services for the client on behalf of **Erin Smith Beauty Creations**. Freelancer will travel to the specified location within greater **Chicago** city limits included in the rate. Freelancer will communicate with the client in a professional way, and perform a high standard of customer service to make sure the client is happy and satisfied. Freelancer will uphold the highest work ethic and professional manner, as she will be representing **Erin Smith Beauty Creations**.

Work and Training Performance: Freelancer will arrive on time and will perform in a happy, excited, professional manner representing the **Erin Smith Beauty Creations** brand. Freelancer will provide **professional, special occasion makeup and hair services**, using their own pro products, to **Erin Smith Beauty Creations** standards, and any last minute touch ups as needed and provide the client with accessory and veil placement, if needed. Freelancer will provide his or her own professional products. Makeup and products must be up to pro makeup standards. Freelancer is to dress in a professional and creative manner and remember at all

times they are representing **Erin Smith Beauty Creations**. Creative attire is acceptable to express one's own individuality, however, no drugs or alcohol is to be permitted on location or prior to servicing the client, as well as intaking alcohol while performing services. Freelancer understands that while she is working for **Erin Smith Beauty Creations**, no self promotions are allowed.

***Well lit, before and after video/photos of the bride must be provided after the service, unless the bride refuses the photos and delivered in text message upon completion.**

Work Product Ownership: Any work, ideas, discoveries, inventions, products, or other information developed in whole or in part by the “Contractor Artist” in connection with the services shall be the exclusive property of ***Erin Smith Beauty Creations***.

Social Media Clause: You may use your work photos as well but should not conflict with the branding and advertising of ***Erin Smith Beauty Creations*** or for personal gain conflicting with this contract.

Project Schedule: Client appointments will be on an “as needed basis.” However, once freelancer verbally communicates they are available for specified dates, with ***Erin Smith Beauty Creations***, time is blocked out with the freelancer to secure the booking, freelancer is committed and obligated to perform such services, otherwise termination could occur, as cancellation could jeopardize the nature and speciality of the business. Due to the nature of the business, ***Erin Smith Beauty Creations*** has the right to cancel services at any time and is under no obligation to pay artists for services that were not fulfilled. This contract is governed by the above terms and conditions and not following these terms and conditions could lead to termination. ***Erin Smith Beauty Creations*** is taking full responsibility, reputation and namesake for providing an opportunity and service to a freelance team. All rights respectfully acknowledged.

Exclusivity: As part of this agreement between owner and freelancer, freelancer can not work for any subcontractors part of this company unless approved by ***Erin Smith Beauty Creations or other direct competitor bridal hair and makeup companies with the city of Montgomery/chicagoland***. Freelancer understands he or she will provide exclusivity ***Erin Smith Beauty Creations and will not work for any other direct competitor specifically in bridal***. However, freelancer can obtain their own work in bridal, editorial or any additional medium.

Rates Contracted Out:

A rate at \$80 for a single trial service and \$65 per client, and 20% gratuity. Assisting, if needed and accepted, will be compensated \$30 per hour. Travel fee of \$25-\$50 will be added for additional drive time, unless notified of more.

Payment: Payment will be made via direct deposit through the accountant every week on the following Wednesday, unless Monday is a holiday. Weeks run Monday through Sunday.

Cancellation, or Termination: In the event that the “Contractor Artist” wishes to cancel the service job they have contracted and have agreed to with no emergency reason, no communication and with an unreasonable amount of time notice to ***Erin Smith Beauty Creations***, termination will take effect. If the artist provides reasonable cancellation of a pre booked date, due to emergency or

family issue, terms will be forgiven.

Artists understand if the parting of ways occurs, **Erin Smith Beauty Creations** requests the freelancer still commit to the dates booked, as good faith and rapport. Freelancer will come to agreement as to last date per booked commitments or at the end of the busy season.

Injuries: The “Contractor Artist” waives any rights to recovery from the Company for any injuries that the “Contractor Artist” may sustain while performing services under this Agreement and that is a result of the negligence of the “Contractor Artist”.

Indemnification: The contractor agrees to indemnify and hold harmless Erin Smith and **Erin Smith Beauty Creations** from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Company that results from the acts or omissions of the Contractor, the Contractor's employees, if any, and the Contractor's agents.

Confidentiality: The “Contractor Artist” may have had access to proprietary, private, and/or otherwise confidential information of the **Erin Smith Beauty Creations**. Confidential Information shall mean all non-public information that constitutes, relates, or refers to the operation of the business of **Erin Smith Beauty Creations** including without limitation, all financial, investment, operational, personnel, sales, marketing, managerial and statistical information of **Erin Smith Beauty Creations** and any and all trade secrets, customer lists, or pricing information of **Erin Smith Beauty Creations**. The “Contractor Artist” will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the “Contractor Artist”, or divulge, disclose, or communicate in any manner any Confidential Information. The “Contractor Artist” will protect such information and treat the Confidential Information as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, the Contractor will return to (your company) all Confidential Information, whether physical or electronic, and other items that were used, created, or controlled by the Contractor during the term of this Agreement.

Entire Agreement: This Agreement constitutes the entire agreement between the parties, and no modification of this Agreement shall be valid unless such modification is put in writing and be signed by all parties. Any action instituted by either party arising out of this Agreement will only be brought, tried, and resolved in the applicable federal or state courts having jurisdiction in the state of Illinois.

DATE

Erin Smith Owner of **Erin Smith Beauty Creations**

Freelance Makeup Artist and Hairstylist