



Dr. Boecale-Str.9, 92331 Parsberg/ Telephone: 09492-9076718

## TATTOO-AGREEMENT

Between Svetlana Beck, hereinafter referred to as Tattoo Black Cherry, and the Client.

Name and family name: \_\_\_\_\_ date of birth: \_\_\_\_\_

Residence: \_\_\_\_\_

Phone/mail: \_\_\_\_\_

- Have you read and understood the care instructions?  yes  no
- Have you consumed alcohol and/or drugs within the last 24 hours?  yes  no
- Have you consumed any medication within the last 24 hours?  yes  no
- Have you had a surgery under general anesthetic within the last 2 weeks?  yes  no
- Have you planned hospitalization within the forthcoming 4 weeks?  yes  no
- Do you have any cardiovascular problems?  yes  no
- Do you suffer from diabetes or hemophilia?  yes  no
- Do you suffer from hepatitis or HIV disease?  yes  no
- Are you currently pregnant or breastfeeding?  yes  no
- Do you know of any dermatological diseases or allergies?  yes  no
  
- If yes, please indicate: \_\_\_\_\_

### Data Privacy Statement

I agree that (please check all that apply, cross out all that doesn't apply)

- Tattoo Black Cherry takes photos of my tattoo,  Photos of my tattoo are published on Tattoo Black Cherry's homepage, on Instagram and Facebook,  Photos of my tattoo will be displayed on advertising banners/in portfolios at exhibition stalls.

This consent can be withdrawn orally or in writing by the client at any time with immediate effect.

Tattoo Black Cherry holds any titles/intellectual property rights in the photos showing my tattoos.

### Legally Binding Statement

Tattooing constitutes an infringement of physical integrity and therefore personal injury. My unreserved consent leads to a lapse of any unlawfulness. I expressly approve:

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Place, date

client's signature

I have read the contents of the agreement on the reverse and approve of the conditions therein:

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Place, date

client's signature

### **§1 Subject Matter of The Agreement**

The object of the agreement is the tattooing of the Client by Tattoo Black Cherry.

### **§ 2 Accomplishment**

Tattoo Black Cherry shall be obliged to perform the tattoo agreed upon on the body site agreed upon.

### **§ 3 Remuneration/Deposit**

The Client is obliged to pay the remuneration agreed upon immediately upon acceptance of the tattoo. The tattoo is considered to be accepted upon payment/partial payment. A deposit has to be made upon the agreement of an appointment. The Client has been informed about this deposit payment provision.

### **§ 4 Warranty**

Tattoo Black Cherry excludes any liability for incorrectly completed aftercare of the tattoo.

In some cases, a so-called “**touching-up**” of the tattoo might become necessary. This service is free of charge for the Client, in case it is made draft on within 3 months upon finishing the tattoo. Upon the expiration of 3 months any touching-up is to the Client’s account.

### **§ 5 Informing the Client**

Black Cherry Tattoo has explicitly informed the Client about the specific risks that are associated with the service provided by Tattoo Black Cherry. The following risks were mentioned in detail:

When tattooing injuries and complications might occur despite observing all due care, skill and diligence for the art and complying with all hygiene standards. Allergic and inflammatory reactions might occur. The risk of an infection cannot be excluded. In order to avoid this, the correct care for the tattoo is inevitable.

The Client has been informed that **the results after the healing process can vary** according to the body site. (Ranging from so-called spider veins, loss of color and intensity, a washing out of colors into the conjunctive tissue to uncontrollable bleeding of color under the skin). This mainly applies to tattoos on certain sites of the body as wrist, upper inner arm, hands and feet at the junction to the callous, ankle, elbow, patella.

Health insurance companies do NOT cover any medical treatment of complications following a tattoo.

### **§ 6 Invalid Provisions**

In case individual provisions of this agreement might be void, the rest of the agreement remains effective. Eventually invalid terms shall be replaced by the corresponding regulation that comes the closest to the content intended by such a term in a legally effective way.

### **§ 7 Disclaimer**

All particulars furnished by me were truthfully made to the best in all conscience.

I am aware that Tattoo Black Cherry shall not assume any liability in case of wrong statements. In general, **any claims to liability** against Tattoo Black Cherry will be waived and void in case of wrong statements.

I have been duly informed about the **necessary previsions** prior to the tattoo appointment (sufficient sleep, drinking and eating for a stable systemic circulation, no alcohol, no drugs or anticoagulant agents) and I am aware that wrong previsions can influence the quality of the tattoo.

I have been duly informed about the **necessary aftercare** for my tattoo, especially about the fact that insufficient care may lead to loss in quality or complications which are none of Tattoo Black Cherry’s responsibility. I have read the aftercare instructions; they are also accessible on Tattoo Black Cherry’s homepage.

I fully agree to the above and therefore **waive any claims for damages**.

I realize that Tattoo Black Cherry shall not assume any liability for the treatment. Said legal disclaimer also includes all consequential complications that might occur.