

Application for Body Artist to exhibit and work at HighLifeStyle Show Tattoo Arts Festival Sept. 22-24, 2023 at the Boxboro Regency Hotel in Boxborough, MA.

We are committed to meet the spirit and intent of any and all regulations presented by the Nashoba Board of Health, and current regulations presented in the document **MHOA MODEL RULES AND REGULATIONS FOR BODY ART ESTABLISHMENTS AND PRACTITIONERS**, Adopted by Boxborough Board of Health 2001. We have been given a variance for a license to operate a Temporary Body Art Location noting 40+/- Licensed and Certified Body Artists.

We expect all Body Artists accepted by the curator to exhibit and work to practice universal precautions, for sanitation, personal hygiene, sterilization and aftercare requirements to prevent the transmission of disease or injury to the client and/or practitioner and to comply with any requirements set by the Board of Health under Massachusetts General Law 111, section 31.

Artist agrees to comply with OSHA Guidelines contained in 29 CFR 1910.1030, entitled "Occupational Exposure to Bloodborne Pathogens," and all guidelines and regulations provided by the Board of Health that has jurisdiction in the community.

Artist agrees to only use "single-use" items in their work, and keep their area clean. Single Use Items, products or items that are intended for one-time, one- person use and are disposed of after use on each client, including, but not limited to, cotton swabs or balls, tissues or paper products, paper or plastic cups, gauze and sanitary coverings, razors, piercing needles, scalpel blades, stencils, ink cups, and protective gloves. All of these Single Use Items will be removed by the third party service provider.

A third party service, Stericycle will be supplying sharps containers, and will be removing sharps and other contaminated waste. Artist agrees to keep their area safe and clean during the course of the event. Artists agree to keep any liquid or semi-liquid blood or other potentially infectious material; contaminated items that would release blood or other potentially infectious material in a liquid or semi-liquid state if compressed; items on which there is dried blood or other potentially infectious material and which are capable of releasing these materials during handling; sharps and any wastes containing blood or other potentially infectious materials separately for disposal.

Artist agrees to only use equipment including fixtures, containers, vessels, tools, devices, implements, furniture, display and storage areas, sinks, and all other apparatus and appurtenances used in connection by Body Artists at the event will be in compliance with Board of Health rules and regulations.

Artist agrees to limit exposure whereby an eye, mouth or other mucous membrane, non-intact skin or parental contact with the blood or bodily fluids of another person or contact of an eye, mouth or other mucous membrane, non-intact skin or parenteral contact with other potentially infectious matter by using safety measures and practices known universally to the Body Artist.

Artist agrees to aftercare that will include written instructions given to the client, specific to the body art procedure(s) rendered, about caring for the body art and surrounding area, including information about when to seek medical treatment, if necessary.

Hand Sinks will be in each of the breakout rooms Board, Ivy, Fern, Boxwood, Greenwood and Deck, equipped with hot and cold running water under pressure, used solely for washing hands, arms, or other portions of the body for use only by Body Artists.

Artist agrees that there will be no Invasive procedures including entry into the client's body either by incision or insertion of any instruments into or through the skin or mucosa, or by any other means intended to puncture, break, or otherwise compromise the skin or mucosa.

No Minors or anyone under 18 years of age will be allowed in the event.

Artist agrees that all procedure areas will be regularly sanitized using the application of a U.S. EPA registered sanitizer on a cleaned surface in accordance with the label instructions to become clean and free of agents of infection or disease.

Artist agrees that all Sharps, sterile or contaminated, that may intentionally or accidentally cut or penetrate the skin or mucosa, including, but not limited to, needle devices, lancets, scalpel blades, razor blades, and broken glass, and will be handled safely and responsibly by the Body Artist, their employees and assigns, and will be removed by a third party professional waste removal service, Stericycle, provided by MOPCEC. Sharps Containers will be distributed and removed by the third party service provider which will consist of puncture-resistant, leak-proof containers that can be closed for handling, storage, transportation, and disposal.

Artist agrees to use professional practices and techniques with Sterilized tools using a physical or chemical procedure to destroy all microbial life including highly resistant bacterial endospores.

Artist agrees that they and their staff will comply with Universal Precautions, a set of guidelines and controls, published by the Centers for Disease Control and Prevention (CDC), as "Guidelines for Prevention of Transmission of Human Immunodeficiency Virus (HIV) and Hepatitis B Virus (HBV) to Health-Care and Public-Safety Workers" in Morbidity and Mortality Weekly Report) (MMWR), June 23, 1989, Vo1.38 No. S-6, and as "Recommendations for Preventing Transmission of Human Immunodeficiency Virus and Hepatitis B Virus to Patients During Exposure-Prone Invasive Procedures" in MMWR, July 12, 1991, Vo1.40, No. RR-8. This method of infection control requires the employer and the employee to assume that all human blood and specified human body fluids are infectious for HIV, HBV, and other blood pathogens. Precautions include hand washing; gloving; personal protective equipment; injury prevention; and proper handling and disposal of needles, other sharp instruments, and blood and body fluid-contaminated products.

Artist's space will be in a 12 feet by 12 feet Booth with pipe and drape backwall and side rails. The floor will be covered in plastic. All procedure surfaces will be smooth, durable, free of open

holes or cracks, light-colored, washable, and in good repair, including client chairs/benches, and will be of such construction as to be easily cleaned and sanitized after each client.

Artist agrees to keep all instruments and supplies stored in clean, dry, and covered containers. Containers will be kept secured specifically dedicated to the storage of all instruments and supplies.

No animals of any kind will be allowed in the body art area except service animals used by persons with disabilities (e.g., Seeing Eye dogs).

Artist agrees that smoking, eating, or drinking will be prohibited in the area where body art is performed, with the exception of non-alcoholic fluids being offered to a client during or after a body art procedure.

Artist agrees that single-use items will not be used on more than one client for any reason. After use, all single-use sharps shall be immediately disposed of in approved sharps containers pursuant to 105 CMR 480.000 supplied by third party service Stericycle. All products applied to the skin, such as but not limited to body art stencils, applicators, gauze and razors, will be single use and disposable.

Artist agrees that all inks, dyes, pigments, solid core needles, and equipment shall be specifically manufactured for performing body art procedures and will be used according to manufacturer's instructions. Inks, dyes or pigments will be mixed and only be diluted with water from an approved potable source. Immediately before a tattoo is applied, the quantity of the dye to be used will be transferred from the dye bottle and placed into single-use paper cups or plastic cups. Upon completion of the tattoo, these single-use cups or caps and their contents will be discarded. Sterile instruments may not be used if the package has been breached or after the expiration date without first repackaging and reesterilizing.

Artist agrees to wear disposable medical gloves and use medically recognized sterile techniques to ensure that the instruments and gloves are not contaminated.

As this is a Tattoo Art Festival, and have agreed to the Board of Health that the following techniques will not be allowed: body piercing, branding, braiding and scarification along with any practices that are considered medical procedures by the Board of Registration in Medicine, such as implants under the skin, which procedures are prohibited. Cosmetic Tattooing that doesn't involve piercing, braiding or branding will be allowed. Three dimensional "3D" Body Art, Body Piercing, Beading or Implantation will not be allowed. There will be no piercing, tongue splitting; braiding; three dimensional, beading, implementation, tooth filing, fracturing, removal, cartilage modification, amputation; genital modification; and/or introduction of saline or other liquids allowed. There will be no tattooing of genitalia. No body art will be performed upon an animal.

Artist agrees to provide a Disclosure Statement to each client advising him/her of the risks and possible consequences of body art procedures that includes the name, address and phone numbers of the Boxborough Board of Health, Boxborough police and emergency medical.

Artist agrees to provide to MOPCEC LLC, and have on display in your booth, a copy of their Certification, State issued License or other documents that authorize Artist to perform the service.

Artist agrees to maintain the following records in a secure place for a minimum of three (3) years, and such records shall be made available to the Board of Health upon request including:

- a) client name and address;
- b) a complete description of all body art procedures performed;
- c) an inventory of all instruments, all sharps, and all inks used for any and all body art procedures, including names of manufacturers and serial or lot numbers, if applicable.

Invoices or packing slips shall satisfy this requirement;

- d) Material Safety Data Sheet, when available, for each ink and dye used by the Artist;
- e) copies of commercial biological monitoring tests

Any Exposure Incident Report (kept permanently) with Artist information including:

- (a) full legal names and exact duties;
- (b) date of birth;(c) home address;
- (c) home /work phone numbers;
- (d) identification photograph;
- (e) Hepatitis B vaccination status or declination notification;
- (f) training records

Client Information, which will include:

- o (a) name;
- o (b) age and valid photo identification
- o (c) address of the client;
- o (d) date of the procedure;
- o (e) name of the practitioner who performed the procedure(s);
- o (f) description of procedure(s) performed and the location on the body;
- o (g) a signed consent form
- o (h) Client information shall be kept confidential at all times.

Artist agrees to comply with gathering and maintaining this information for each client:

- (a) a complete description of all body art procedures performed;
- (b) an inventory of all instruments, all sharps, and all inks used for any and all body art procedures, including names of manufacturers and serial or lot numbers, if applicable. Invoices or packing slips shall satisfy this requirement;
- (c) A Safety Data Sheet, when available, for each ink and dye used by the establishment;
- (d) copies of commercial biological monitoring tests
- (e) Exposure Incident Report (kept permanently)
- (f) full legal name and date of birth with signed consent for

Artist is required to comply with the following minimum health standards:

Artist shall perform all body art procedures in accordance with Universal Precautions set forth by the U.S Centers for Disease Control and Prevention; Artist shall refuse service to any person who may be under the influence of alcohol or drugs;

Health History and Client Informed Consent. Prior to performing a body art procedure on a client, the Artist agrees to Inform the client, verbally and in writing that the following health conditions may increase health risks associated with receiving a body art procedure including:

- (a) history of diabetes;
- (b) history of hemophilia (bleeding);
- (c) history of skin diseases, skin lesions, or skin sensitivities to soaps, disinfectants etc.;
- (d) history of allergies or adverse reactions to pigments, dyes, or other sensitivities;
- (e) history of epilepsy, seizures, fainting, or narcolepsy;
- (f) use of medications such as anticoagulants, which thin the blood and/or interfere with blood clotting;
- (g) any other conditions such as hepatitis or HIV.

Arist agrees to require that each client sign a form confirming that the above information was provided, that the client does not have a condition that prevents them from receiving body art, that the client consents to the performance of the body art procedure and that the client has been given the aftercare instructions.

Artist agrees to maintain the highest degree of personal cleanliness, conform to best standard hygienic practices, and wear clean clothes when performing body art procedures. Before performing body art procedures, the practitioner must thoroughly wash their hands in hot running water with liquid soap, then rinse hands and dry with disposable paper towels. This shall be done as often as necessary to remove contaminants.

In performing body art procedures, Artist agrees to wear disposable single-use gloves. Gloves shall be changed if they become pierced, torn, or otherwise contaminated by contact with any unclean surfaces or objects or by contact with a third person. The gloves shall be discarded, at a minimum, after the completion of each procedure on an individual client, and hands shall be washed in accordance with section before the next set of gloves is put on. Under no circumstances shall a single pair of gloves be used on more than one person. The use of disposable single-use gloves does not preclude or substitute for handwashing procedures as part of a good personal hygiene program.

Artist agrees that the skin of the Artist will be free of rash or infection. No Artist affected with boils, infected wounds, open sores, abrasions, weeping dermatological lesions or acute respiratory infection will work in any area or in any capacity in which there is a likelihood that that person could contaminate body art equipment, supplies, or working surfaces with body substances or pathogenic organisms.

Artist agrees that any item or instrument used for body art that is contaminated during the procedure shall be discarded and replaced immediately with a new disposable item or a new sterilized instrument or item before the procedure resumes.

Artist agrees that before a body art procedure is performed, the immediate skin area and the areas of skin surrounding where body art procedure is to be placed shall be washed with soap and water or an approved surgical skin preparation. If shaving is necessary, single-use disposable razors or safety razors with single-service blades shall be used. Blades shall be discarded after each use, and reusable holders shall be cleaned after use. Following shaving, the skin and surrounding area shall be washed with soap and water. The washing pad shall be discarded after a single use. Any skin or mucosa surface to receive a body art procedure shall be free of rash or any visible infection.

Artist agrees that In the event of bleeding, all products used to stop the bleeding or to absorb blood shall be single use, and discarded immediately after use in appropriate covered containers, and disposed of in accordance with 105 CMR 480.000.

Artist agrees to provide each client with verbal and written instructions on the aftercare of the body art site including the proper cleansing of the area which received the body art; to consult a health care provider for unexpected redness, tenderness, swelling, unexpected drainage, fever or rash at the site of the body art procedure; including the address, and phone number of the Artist.

Artist agrees to file an Exposure Incident Report to be completed by the close of the business day during which an exposure has or might have taken place by the involved or knowledgeable Artist for every exposure incident occurring in the conduct of any body art activity.

Each Exposure Incident Report shall contain:

- (1) A copy of the application and consent form for body art activity completed by any client or minor client involved in the exposure incident;
- (2) A full description of the exposure incident, including the portion of the body involved therein;
- (3) Instrument(s) or other equipment implicated;
- (4) A copy of Artist's license;
- (5) Date and time of exposure;
- (6) A copy of any medical history released to the Artist
- (7) Information regarding any recommendation to refer to a physician or waiver to consult a physician by persons involved.

Artist agrees to comply with Board of Health Injury and/or Complication Reports. A written report of any injury, infection complication or disease as a result of a body art procedure, or complaint of injury, infection complication or disease, shall be forwarded by the Artist to MOPCEC LLC who will provide to the Board which issued the permit, with a copy to the injured client within five working days of its occurrence or knowledge thereof. The report will have:

- (a) the name of the affected client;
- (b) the name and location of the body art establishment involved;
- (c) the nature of the injury, infection complication or disease;
- (d) the name and address of the affected client's health care provider if any

Artist agrees that their Training, at a minimum, shall include the following:

(a) bloodborne pathogen training program (or equivalent) which includes infectious disease control; waste disposal; handwashing techniques; sterilization equipment operation and methods; and sanitization, disinfection and sterilization methods and techniques; and

(b) Current certification in First Aid and cardiopulmonary resuscitation (CPR). Examples of courses approved by the Board include "Preventing Disease Transmission" (American Red Cross) and "Bloodborne Pathogen Training" (U.S. OSHA). Training/courses provided by professional body art organizations or associations or by equipment manufacturers may also be submitted to the Board for approval

Artist agrees to provide documentation, acceptable to the Board, that she/he completed a course on anatomy and physiology with a grade of C or better at a college accredited by the New England Association of Schools and Colleges, or comparable accrediting entity. This course must include instruction on the system of the integumentary system (skin).

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Artist agrees to provide evidence satisfactory to the Board of at least two years actual experience in the practice of performing body art activities of the kind for which the applicant seeks a body art practitioner permit to perform, whether such experience was obtained within or outside of the Commonwealth.

### **HighLifeStyle Show Tattoo Arts Festival Liability Release**

I the undersigned Body Artist applying to appear at the HighLifeStyle Show if accepted do hereby release, forever discharge and agree to hold harmless MOPCEC LLC and TattooNow.com, along with Boxboro Regency Hotel, the Nashoba Board of Health and the Town of Boxborough, MA, in which the event is held along with all of their directors, agents, servants, contractors and employees from any and all liability, claims, or demands for personal injury, lawsuit, sickness or death, as well as property damages and expenses, of any nature whatsoever which may be incurred by the undersigned that occur while said is participating in this event. Furthermore, I hereby assume all risk of personal and client injury, sickness, death,

damage, and expense as a result of participation in this event as a Tattoo Body Artist appearing at the HighLifeStyle Show Tattoo Arts Festival.

I agree to examine and follow all pertinent laws, statutes, ordinances, rules, and regulations by the state, the Nashoba Board of Health, the Town of Boxborough, MA and producer MOPCEC LLC with curator TattooNow.com. I am responsible for all costs and liabilities arising from the use of patented, trademarked, copyrighted or serve mark materials, equipment, processes or creative rights.

Only MOPCEC LLC and TattooNow.com. will display, license, sell and merchandise all event items.

This is a “curated” event with all artists chosen from applications received. Apply for an artists space does not guarantee one with MOPCEC LLC and TattooNow.com having final say.

MOPCEC LLC and TattooNow.com has the only authority to approve or disapprove of all displays, promotions, sales, or merchandising of the products or services presented at Tattoo Extravaganza Inc.. Any things that are disapproved of will be removed from the premises and may be expelled from the event.

The entirety of this event will be recorded via audio and video for replication purposes to be distributed globally.

Illegal drugs, weapons, and racially or sexually offensive merchandise will not be permitted at this event.

Artist agrees to not sell, give or offer for sale any pictures or accounting of this event for publication without the written permission of MOPCEC LLC and TattooNow.com. This includes any interviews or photo sessions not supplied by MOPCEC LLC and TattooNow.com.

Artist agrees to be responsible for any and all taxable sales of services or products sold at this event.



MOPCEC LLC and TattooNow.com reserves the right to terminate the license/contract granted by this agreement for good cause and in said event, I agree to waive and forego all claims for damages and recourse of any kind.

Artist hereby agrees to Apply for Body Art Practitioner Permit from the Town of Boxborough and the Nashoba Board of Health through MOPCEC LLC. No person shall practice body art or perform any body art procedure without obtaining a practitioner permit from the Board through MOPCEC LLC. The Board shall set a reasonable fee for such permits. Artist shall be a minimum of 18 years of age. Artist's permit shall be valid from the date of issuance and shall expire no later than one year from the date of issuance unless revoked sooner by the Board.

Artist applying for a booth / permit must provide:

(1) name;

(2) date of birth;

(3) residence address;

(4) mailing address;

(5) phone number;

(6) place(s) of employment as a practitioner; and

(7) training and/or experience

(8) website and social media URLs

It is the **Artist's responsibility** to supply MOPCEC LLC with Certifications detailed in the Nashoba Board of Health requirements with this application in order to be considered for acceptance.

Once accepted to exhibit, full payment is required to MOPCEC LLC, Box 702, Hudson MA 01749 in order to reserve booth space. All booth payments are non-refundable but can be transferable to another show if needed..

Business Name: \_\_\_\_\_

Preferred Booth Partner: \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Alt. Phone: \_\_\_\_\_

Website Address: \_\_\_\_\_

Email: \_\_\_\_\_

**12 x 12 Booth Space (\$550 per artist) includes 2 tables, 2 chairs, permit, electricity and 2 weekend exhibitor wristbands**

**Signature of Vendor:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Total Due :** \_\_\_\_\_

**Mail completed vendor application and check or money order to  
MOPCEC LLC, Box 702, HUDson, MA 01749**