



Wedding Service Agreement

Wedding Officiant Service Agreement

WEDDING OFFICIANT SERVICE AGREEMENT (a.k.a. "the legal stuff")

THIS GENERAL SERVICE AGREEMENT (the "Agreement") IS BETWEEN

The individuals listed on this registration form under 'Spouse #1' and 'Spouse #2' (the "Client")

- AND -

Forever Agape, LLC of P.O. Box 2068, Chester, Virginia, 23831 (the "Contractor").

BACKGROUND:

1. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
2. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - a. Perform the rites of marriage, or



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- b. Signing of their marriage certificate from the court, or
 - c. Helping write their ceremony script, or
 - d. Attend a rehearsal, or
 - e. Any combination of the aforementioned
2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.
- a. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.
 - b. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 30 days' written notice to the other Party.
 - c. Deposit is nonrefundable. If the wedding is canceled up to 30 days prior to the wedding date, any payment other than the deposit of half the services is refundable. Otherwise, all payments are nonrefundable. Also, late starts of more than 15 minutes will incur a \$25 charge per quarter hour, payable at time of services, beginning 20 minutes after scheduled/contractual starting time. However, if the Officiant negates his obligation to perform the wedding, the couple will receive a 100% refund on all payments, unless he can provide a suitable substitute officiant to officiate the wedding. The fair principle being that whoever cancels loses the deposit. For cancellations within 14 days of the wedding date, there is no refund, and 100% of this contract will become due to Forever Agape, LLC. (Fee waived in event of actual emergency) An emergency is defined as a catastrophic event or act of God. Lastly, Contractor retains the right to edit the program with the person



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contracting for services; Contractor will read aloud in public, in order to insure proper decorum and professionalism.

- d. Failure to pay balance due, unruly actions/disorderly conduct from a couple and/or guests is a breach of contract and may incur termination of services. In the event the Contractor has an emergency, every attempt to replace the assigned officiant (at no additional cost) will be made.
- e. Marriage License: The Client understands they must provide a valid State marriage license and shall provide such marriage license to the Contractor to review prior to the ceremony. The Contractor cannot and will not perform any ceremony without the valid marriage license, and identification may be required to verify identity. Once the Contractor has possession of the marriage license no changes can be made, and the Contractor is under obligation to file them with the circuit court that has jurisdiction.
- f. The wedding ceremony must start within 15 minutes of the scheduled start time, as the Contractor may have other weddings scheduled for that day. The Contractor will arrive early to the ceremony to be certain that the time the ceremony is scheduled is the actual time. There will be an additional charge for ceremonies starting more than 20 minutes late of the contracted time. After the 21st minute, the rate of \$25 per 15 minutes will be applied. If the wedding starts late and conflicts with another scheduled ceremony there is no guarantee that the Contractor may be able to perform the wedding. the Contractor may alter the written ceremony script at any time. Please refer to the emergencies, cancellations, or postponements if that situation should apply.
- g. Outdoor Ceremonies: If the ceremony is scheduled as an outdoor event and weather conditions pose difficulty to have a ceremony Outdoors, it is the responsibility of the Client to find an alternative location for the ceremony.



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- h. Photographs: The Contractor gives the Client permission to use its' likeness in any photographs, videos or other recording media in any manner for any purpose they wish. The Client also gives permission to the Contractor to use their likeness in any photographs, videos, or other recording media in any manner for any purpose he/she wishes. This contract serves as release for any photographic likeness taken by either party to be used in print or electronically for promotional purposes only and guarantees they will not be intentionally exploited in any way.

Performance

1. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

1. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars)

Compensation

1. The Contractor will charge the Client for the Services as follows (the "Compensation"):
The Client will pay the Contractor the agreed upon amount when services are rendered in full.
2. Invoices submitted by the Contractor to the Client are due within 30 days of receipt, unless otherwise specified.
3. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor



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will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Contractor.

Reimbursement of Expenses

1. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services.
2. All expenses must be pre-approved by the Client.

Penalties for Late Payment

1. Any late payments will trigger a fee of 25.00% per month on the amount still owing.

Confidentiality

1. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
2. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
3. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.



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Ownership of Intellectual Property

1. All intellectual property and related material (the "Intellectual Property") that is provided by the Client, or developed and produced under this Agreement by the Contractor, will be the property of the Contractor. The Client is granted a non-exclusive limited-use license of this Intellectual Property.
2. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

Return of Property

1. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.
2. In the event that this Agreement is terminated by the Client prior to completion of the Services the Contractor will be entitled to recovery from the site or premises where the Services were carried out, of any materials or equipment which is the property of the Contractor or, where agreed between the Parties, to compensation in lieu of recovery.

Capacity/Independent Contractor

1. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and



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complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

Notice

1. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the address, phone number or email listed on the registration form.
2. Official client communication shall be delivered to the contractor at the address, phone number or email on the website. Forever Agape, LLC, P.O. Box 2068, Chester, Virginia, 23831 or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

Indemnification

1. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.
2. The Client fully understands and agrees that the Contractor shall not be responsible or held liable



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3. in the event that the Contractor is prohibited from performing the couples ceremony due to illness, hospitalization, auto accident, transportation breakdown, disruption, traffic difficulties, acts of God such as hurricanes or inclement weather or other unforeseen incapacitation or other cause of no arrival on the day of the ceremony., to include death. The Contractor will make every effort to provide for a substitute Wedding Officiant who can perform a ceremony if time and resources permit. The Contractor will also try to accommodate the couple should they have to change their wedding date for the aforementioned reasons.

Modification of Agreement

1. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

1. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

1. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

1. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.



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Inurement

1. This Agreement will inure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

Titles/Headings

1. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

1. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

1. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

Severability

1. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

1. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.