

I'm Getting Married WHAT DO I DO NOW?

A Practical Guide to the Legal Aspects of Getting
Married: From Vendor Contracts to Prenups and Wills



★★★★★

*Written by the
lawyers behind
bridelawyer.com*

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I'm Getting Married What Do I Do Now?

A Practical Guide to The Legal Aspects of Getting Married:
From Vendor Contracts to Prenups and Wills

Shari Rivkind and Morgan Weil

DEDICATION

This book is dedicated to Ruthie who always encouraged Shari to write, to Alex who has made Morgan the happiest of brides and to all the brides out there who inspired us to write this book.

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ACKNOWLEDGMENTS

Many years ago, in 1997 when I was a young lawyer, my darling father died. There were some complications regarding documents for some of his assets. Companies had changed over many times in a thirty-year span and they had lost his beneficiary designations which would have resulted in the loss of many dollars for my mother. There were other complications too. We found ourselves at a loss regarding what to do and what her legal rights were. We even went to a bookstore trying to get any information to help her. At the time we found none. After I had learned a lot, I started to write a book, "My Husband Died, What Do I Do Now?" My mother encouraged me, but life got in the way and I never finished it.

Flash forward 27 years. Morgan is recently engaged and came to me one day very excited with her idea to expand the marketing of our law practice specifically to brides. Bridelawyer.com™ was born and with it our answer to a different group's age-old problem – "I'm Getting Married, What Do I Do Now?"

I would like to acknowledge all the help and aid of Morgan Weil in inspiring this book, flushing out things to cover, giving her youthful insights, and her help writing and editing it.

Shari Rivkind

Newly engaged in January 2024 and getting married the following year, I was initially eager to throw myself into the nitty gritty of wedding planning. Like many of you, I succumbed to the classic model of emotions- the initial excitement, the sense of accomplishment, stress rearing its ugly head, feeling overwhelmed, having sadness take over, and then reaching a plateau. I knew I had to seek help from others to get me out of this situation.

I thought to myself - I am a lawyer and I am feeling overwhelmed, how possibly can other brides who are non-lawyers understand these contracts? A light bulb went off, I had found a true need that has been ignored! Bridelawyer.com™ was born. We, as lawyers, would reach out and help others who were out there feeling confused just as I was.

Some statistic out there states that choosing the right partner determines 90 percent of your happiness. I believe I have found the right partner in my Alex, someone I know who I can trust to get me where I need to go in life. Most importantly, he supports me in all that I want to do and encourages me to be my best, to take chances and to venture out of my comfort zone. I dedicate this book to my confidante and mentor, Shari Rivkind, and to the love of my life - Alexander Drew.

Morgan Weil

INTRODUCTION

You're engaged! Congratulations! Your head is spinning – what do you do first? Yes, you've made all the calls to your loved ones and friends, and you are still on cloud nine, but at some point in time you come down and say to yourself, “where do I start?”

Like most brides you're thinking of your gown and the venue, maybe the flowers. These are some of the loveliest things involved in putting on a wedding and getting married. Yet, as you will soon see, there's the not so fun stuff: finances, contracts, and fine print.

Your wedding will most likely be one of the biggest expenditures that will ever be made by you – or on your behalf – during your life together. Yes, there may be a home and maybe even children's college educations, but the wedding itself is definitely up there.

Few people think of getting married as being fraught with legal decisions, but if you look at it, it really does make sense. After all, Merriam-Webster defines the word marriage in part as follows: “the state of being united as spouses in a consensual and contractual relationship recognized by law.”¹

Some legal decisions are obvious:

Do you change your name?
When do you need to apply for your wedding license?
Do you need a prenuptial agreement?
Should you get wills?

Other legal decisions are those that people don't think about:

What are the legalities of the vendor agreements you are signing?
What happens if you cancel the wedding?

¹ <https://www.merriam-webster.com/dictionary/marriage#:~:text=a-%3A%20the%20state%20of%20being%20united%20as%20spouses%20in%20a%20consensual,relation%20of%20married%20persons%20%3A%20wedlock>

What happens to the ring if you break up ?

Does it matter who the officiant is at your wedding?

What are the financial and legal effects of how and by whom payment for wedding costs are made?

You thought you had anxiety before you began reading this, has it gotten worse? Calm down, relax, we've got you covered! We'll take you step by step through the process, letting you know all the considerations.

In this book, you'll see all sorts of legal mumbo jumbo and note that we constantly tell you that all states are different and that nothing in this book can be taken as legal advice. You might say to yourself "If I really need an attorney, anyway, why do I need this book?"

We want you to be educated on what your legal rights may be, what the possibilities are and even maybe to be a better client for your lawyer. When you get a driver's license, you study all the laws, and they make you take a test, right? When you go out in the world, get married, and start jobs, businesses, and families there is no test. You are thrown out in the world and expected to know all the laws that you must follow and that impact your life. Just as it is important to know "the rules of the road" before you drive, it is important to know the basic legal rights and effects of things.

Understand we are not a substitute for an attorney. The scary thing about the law is that even one word or a comma can totally change the legal meaning of a sentence and the impact of an agreement on you. Each situation is unique and when it comes to the law every state is different. We are New Jersey and New York attorneys and are familiar with those states, but every situation is different, so when it comes down to the nitty gritty, nothing in this book can be considered legal advice for your situation and you should always consider consulting or retaining an attorney. To put this legally:

The information provided in this book does not, and is not intended to, constitute legal advice; instead, all information, content, and materials available in this book are for general informational purposes only. Information in this book may not constitute the most up-to-date legal or other information. This book may contain links to other third-party materials and websites. Such links are only for the convenience of the reader, user, or browser; The authors, bridelawyers.com and The Rivkind Law Firm and its attorneys do not recommend or endorse the contents of the third-party sites.

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this book is provided "as is" no representations are made that the content is error-free.

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Also, on a special note. We at The Rivkind Lawyer and Bridelawyer.com™ are dedicated to supporting the needs of the LGBTQIA+ (Lesbian, Gay, Bi-Sexual, and Transgender) community. While references herein are to brides, grooms, and marriage, and references may be to traditional gender roles, it is to simplify the text. Much of what is stated herein equally applies to civil unions, domestic partnerships, and men and women in both NY and NJ. It is important to realize that couples in same-sex marriages, civil unions, or domestic partnerships often have very special issues that face them and that these legal relations have different legal ramifications, which differ from state to state.

Same sex marriages began to be recognized by the federal government starting after the June 2013 decision in *U.S. v. Windsor*. By October of 2013, same sex marriages became legal in New Jersey. By June 2015, all 50 states were required to recognize same sex marriage. This complicated area of law with its special provisions and rapid changes requires its own book to properly address it and as of the publishing of this book we are working on it!

With that said, may the wedding planning begin!
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1. FINANCING IT ALL

At some very early point, every bride faces the inevitable question: How are we going to pay for it all? Paying for the wedding in the olden days was a much easier affair: traditionally, the bride's father opened his checkbook and started writing out checks. Those days are long gone! Today, it is no longer assumed that the bride's parents will pay for the bulk of the wedding. Each situation is unique and there honestly is no right or wrong regarding who pays and for what. Here's some helpful tips.

1. Have a heart to heart between the two of you and consider the following factors.

What are your feelings on the subject?

Have parents or other family members given you expectations in the past of a willingness to pay for some or all of your wedding expenses?

What is the financial ability of the various parties?

Should you consider other factors, such as the number of expected guests a party anticipates inviting or whether the location is closer or farther away from them or any number of other factors?

2. Have everyone put their pride aside.

A young couple that has been working for a while might see the payment of their wedding as something that will demonstrate that they are now adults and are financially capable. Pride kicks in: "I don't need my parents to pay, I can pay for it!" a groom says. Before you refuse all help remember that money not used on the wedding can be used to buy a home, start a retirement account, or even pay for a much-needed vacation. You should also consider that parents might want to give you the gift of either fully or partially paying for your wedding and could be offended if you do not let them contribute. A bride's single mother, while barely making her bills, might not even think of not contributing.

Once the wedding is over everyone needs to live with the financial repercussions, so pride must be left aside. We truly believe every bride and groom can put on a lovely wedding with everyone contributing who desires to, and none being left financially harmed by it.

3. Have everyone realize that paying for the wedding does not give a person control of the wedding choices.

From the beginning, you as a couple have to agree between yourselves, and make clear to others, that paying for the wedding does not give a person control of making the wedding choices. Other factors will, but not mere payment, **mostly**.

Having negotiated hundreds and hundreds of contracts of all kinds, we have always been taught that the best negotiation is one where everyone is a little unhappy and never found this piece of advice to be true! We honestly believe in every situation, if you take personalities, old grudges, and other factors out, there is always a solution that is generally fair to everyone.

While the internet may make you think that it's the bride's day and she's entitled to whatever she wants, this isn't really true. The wedding is a celebration for all, and the couple should try, to the extent they can, to make everyone as happy as possible. However, you cannot please everyone, and this does not mean that you have to give in to every ridiculous or costly demand.

4. Initial choices to consider before you sit down for a discussion with the parents: think of who, what, when, where, and why.

Who?

Who do you want to invite? Your guest list will often control everything else. Do you want hundreds of guests or 20? Do either of you have a large close family? Must you invite everyone who has invited you to theirs, old friends you no longer keep in touch with, business associates? Do people get plus ones? Are children invited?

What?

What type of wedding do you envision? A large ballroom at a catering hall, a room at a restaurant or hotel, the beach, a destination wedding? Will it have a theme? Will it be formal, black tie or casual?

When?

What month, season, day of the week and time do you want?

Where?

What city, state or country are you considering? Do you have a specific venue that your heart is set on?

Why?

Why have you made all of the above choices? Your childhood dream wedding may no longer be appropriate for you. Are one of you simply giving in to the wants of someone else?

5. Talk to the parents.

Financing a wedding can be a touchy thing and only the two of you know whether it's better to do it in person, on the phone, by video conference, with everyone involved or divided up in numerous ways. Should you have a full budget prepared when you first broach the subject with your parents? We do not think it is necessary in most cases. Before you can make a proper budget, you need to feel out the general situation and what people are willing to contribute.

Now we said that payment doesn't control decisions but consider that some people may be willing to pay for special requests. There will be things that you as a couple do not care about, but that are really important to your parents or someone else. Realize that these are areas where you might consider that if they are willing to pay for it, you should let them. For example: you may have a father-in-law who would never consider anything but premium liquor at the wedding, yet you do not believe it is worth the cost. Maybe your friends don't drink! If a father-in-law is willing to pay for the upgrade, let him!

6. Children as guests and plus-ones.

Decisions on whether to allow children and whether to allow plus ones are something that will affect your guest list and therefore your costs. Allowing unlimited children and plus ones can create a nightmare when your choice of venue or budget does not allow for unlimited guests. Consider what your position is on these two issues.

7. Put a budget in place.

Once you have come to a general agreement, now start your budget. What have you agreed to? Will different people be paying for different things or are people contributing a lump sum? Will it be a mix of both? Start with just a vague estimation and what is needed and what is excluded and whether something will go into the general budget or is being paid specifically by a certain person or people. Remember to leave an "unexpected expenses fund" to cover the inevitable extras you may not have considered.

Realize few people can afford everything they want and really focus on what is important to you and your guests. A wise groom once told us, after his wedding, that all that the guests really care about is a nice venue for the setting and experience, good food and a great band or DJ – and the people of course!

People rarely care about wedding favors. Most guests will not focus on the flowers. Your extra napkin and chair rentals may not make a real difference. Does your bridal party really need expensive hair and makeup, or can you cut some costs there? You may not love the bridal room provided by the venue but is it really worth the cost of possibly renting a room somewhere else?

Conversely some things you as a bride or someone else might feel strongly about. If your mom needs that harpist as guests walk in, it may be nonnegotiable. If you absolutely hate the wedding topper on

the cake and must have a special one that costs you more, then you need it. Photo booths and party people may really be needed to get your crowd going. If you always dreamed of driving up in a vintage Rolls Royce, well it may not be the thing to cut.

Simply put, there will be hundreds of choices. When you build or decorate a house, lease an apartment, or even buy a car, it's easy to find yourself adding on extras which seem inexpensive individually, but which cause the total price to be much more than you anticipated, and weddings are no different. All the costs add up and it's important for you to have your must haves and give in on the things that don't matter to you as much.

2. SIGNING WEDDING CONTRACTS

Once your budget is generally set the fun begins! You start contacting vendors, making appointments, scouring the web and Instagram, and making plans to bring your dream wedding to life. You select your perfect vendor one by one, and each presents you with a contract. They often will simply make the agreement with the bride's name as the sole party or in some cases, just the groom's. Does it matter who signs the document and what is the proper thing to do?

First, it does matter who signs the contract! The person who signs the contract is the only one who is responsible to pay for it. Similarly, if things go wrong, that person is the party that has the right to sue. No bride wants to think of what happens if you break up before the wedding, but it does happen, and you have to consider it. If the bride signs all the contracts, then she will be the sole person liable to pay all costs that the contracts provide for in the case of cancellation. Cancellation costs can be a percentage of the contract, loss of a deposit or even responsibility for the entire payment. Should both you and the groom sign each contract? Suppose the parents are paying? Consider each situation and talk it over. In certain cases, it may be appropriate for parents to sign the contract. Remember that regardless of who paid for the deposits, if deposits are refundable, the person who signed the agreement is entitled to the refund.

When a wedding is cancelled, can you sue an ex-fiancée for any of these costs? Every case is individual. The general theory of these lawsuits is breach of contract, but often the cases are fraught with difficulties. If you both signed a contract, then you might both be considered to have taken the risk and not be entitled to anything. Does it matter who broke it off? Usually not as courts don't like getting involved in trying to figure out who's really the wrongful party. Remember, regardless of legal merit, anybody can sue anybody. Often, the thing to do is have one of you reach out and broach the other about some settlement resolution. Each case is so specific that you really should consult an attorney to learn what your rights are in your case.

One last legal point on signing contracts has to do with tax effects. You might want to discuss particular contracts and expenses with an accountant! Certain venues such as historical locations, might make it so some of the venue costs are tax deductible. If you donate your wedding dress, your flowers after the event, even your unused favors to charitable organizations you may be able to obtain

a valid tax deduction. Actual liability for an expense and who pays for something are two separate concepts and you might want to check with the accountant before you sign things to make sure what is needed before you simply assume you or others will be able to deduct them.

3. CHOOSING THE RIGHT VENDORS

No matter who signs the wedding contract, the most important thing is to pick the right vendors. Wedding contracts are often signed a year or more in advance. Pick wisely. Has the vendor been around and will they still exist in a year? We have always said “it doesn’t matter how good your contract is, what matters is the people you are dealing with.” With “bad” parties and a good contract, all you get is a stronger lawsuit, which you do not want! Few things will matter more than the vendors you choose. How do you know who will be good vendors?

Vendors come in 4 basic types:

1. The Great Vendor: They will do what they promise, stand behind their goods and services, care about their reputation and no matter what will make things right to the best of their ability, even at great cost to themselves.

2. The Scammer: Scams are out there for everything, and weddings are no different!

3. Well-meaning But Incapable Vendor: This could be someone who is new in business or could even have been around for a while. Maybe they are not adequately funded or maybe they take on too much. Either way they are well meaning but won’t necessarily deliver.

4. Won’t Stand Up To Their Promises But Justify it Vendors: You might have a generally well-meaning vendor who just doesn’t deliver. Maybe she’s a makeup artist who doesn’t show because her car broke down and she knows she can’t charge the bride for a \$300.00 rideshare to get there, which she thinks would take away her “profit”. Maybe a florist shorted you on some flowers but justified it to themselves because the price of flowers was higher than they anticipated. Unlike “The Great Vendor”, they don’t realize that legally and morally, no matter what the cost is to you, in most cases, you are required to live up to your promises.

How do you try to pick “The Great Vendor”?

1. Find out how long they have been around.

Longer does not necessarily give a guarantee, but today anybody can open an Instagram account and say they are in business, take your deposit and disappear.

2. Find out if they are a true formal business.

Forming a business entity, proper tax filings and the like show more commitment by a vendor to really invest in making a real business.

3. Look at their website.

Most reputable companies have a website these days. If they only have an Instagram account, then it might be that they are unwilling to make the minor investment of a website. Is it up to date? Does it show a real address, names, and phone numbers to contact them?

4. Search the internet for their name.

Read every review and consider every instance where the vendor is mentioned. Check whether they are listed with the Better Business Bureau and if there are any bad reviews on anything. Do keep in mind that bad reviews often must be taken with a grain of salt but read them closely. Try to figure out whether any complaints have real merit. When recently looking to purchase a “flower wall” we came across a one-star review. The purchaser complained that they only received one small 15x15 inch panel and to do a wall would cost hundreds of dollars, but that the panel was lovely. This was not a valid review because the description was very clear regarding what the item’s size was. Although most people wouldn’t think at first glance a flower wall is so expensive, when you consider the cost to purchase even a couple artificial flowers and multiply it by hundreds, it’s easy to understand it.

5. Ask everyone you know for recommendations.

The best way to get great vendors is by using ones that have a tried-and-true record with your family, friends, and others you trust. Think of events you have attended where you loved the band or the flowers. Remember that last bouquet you received that was extraordinarily lovely, contact the giver. Do remember that just because somebody loved a particular vendor, that still does not mean it will be the right one for you.

6. Beware of “Best” lists.

Realize that just because a company is on some generally recommended list does not necessarily mean they are good. Companies often pay to be on lists so a list of the “10 Best Makeup Artists” may have nothing to do with how good they are!

7. Make sure your vendor can supply you with or accommodate your must haves.

Perhaps you couldn’t imagine having your wedding without your dog walking down the aisle with the ring tied around her neck. Some venues cannot accommodate pets or will only allow them in certain parts of the wedding. Is your grandmother in a wheelchair? Most catering halls, restaurants, and hotels comply with wheelchair accessibility laws, but a beach doesn’t have to. Can accommodations be made so that she can get to her seat? If not, is it worth having that beach wedding without her? Dream of candles down your wedding aisle? Many venues have restrictions due to fire safety laws. Make sure that your agreement properly provides for these types of conditions so that you are not disappointed.

Imagine falling in love online with the most perfect wedding shoes. Imagine finding out that the only way to try on a well-known high-end shoe before buying it is that you would have to travel to their

New York City flagship store hundreds of miles away? Even if the shoes are returnable if ordered online, can you afford tying up the money until they are returned and refunded and the time delay in going through the process if you do not like them in person or they do not fit?

7. Take your time!

Every bride gets to the point where all the decisions overwhelm, and she just wants to be done with it all. Don't rush into things you may later regret. You may rush into signing with a makeup artist for them to disappear right before the wedding and then you'll be back to square one, but in a worse position.

4. THE ACTUAL PAYMENT OF WEDDING EXPENSES

Advice abounds on bridal sites about opening up joint bank accounts, a wedding account and joint credit cards. There is also the question whether if others, such as your parents are paying, should they pay the vendors directly or reimburse you. How about registries and online payment services? Are there tax effects to any of this? Let's take things one by one.

Joint Bank Accounts.

A joint bank account is simply that – it is owned jointly by the parties. That does not mean that each party is entitled to half of the account; they are each entitled to withdraw the whole thing. It doesn't matter whether one party contributed all the funds or if the funds are from one party's parents. If one of the parties dies, the other is entitled to the whole thing. In case of a breakup, one party can quickly empty out that account, leaving little recourse to the other person.

Remember once you are married, things are a little different. A married couple's joint bank account is considered part of the "marital estate" or "community property" if you're in a state such as California that is a community property state. What this means is that most likely that emptied out account will ultimately get considered, in some form or another, when the couple divides up their property.

A Wedding Account.

Often couples will set up a "wedding account" just in the bride's name or in the couple's names. No matter what you consider the account, if it's in joint names, it will be treated just like a joint bank account.

Yet, if the account is opened to cover things that are all contracted for in the bride's name, it may be a fair way to handle things. If the bride is on the hook for payment, it makes sense that the funds would be in an account that is titled in her name.

Joint Credit Cards.

There's two ways for a couple that is not yet married to get a credit card account together. First is a true joint account. The card issuer looks at both individuals' incomes, credit records etc. and issues a

card where both parties are liable for payment no matter who made the charge, even if the issuer gives you separate cards or even if they give you separate card numbers.

The other way is for one of the parties to get a card in their name and have the other as an “authorized user”. Why would you do this? Well, not all cards offer joint accounts and if you have a case where one individual does not meet the card’s criteria, they may refuse to give a joint card.

If there is a primary card holder, most credit card agreements provide that the primary card holder is responsible for the charges on both their card and those of the “authorized user” and that the “authorized user” usually is not responsible.

Where to put the Gift Checks that come in.

Checks may come in before the wedding, addressed in any manner of ways. What do you do with these checks? Suppose the checks are in a married name that you do not yet have? What do you do with joint checks if you have separate accounts?

Again, depending on whether you have a joint account before the wedding and what you have decided as far as where the money should go, there are endless possibilities. Let’s try to cover a few of them.

1. Check is written to the bride with a married last name that she does not yet have.

Most banks will not let you endorse a check in a name you do not yet legally have. Remember you generally have 6 months to cash a check, even if the check says “void after 90 days” on it and some banks will even honor the check after 6 months. So first consider that you may simply have to wait until after the wedding. If the bride has no intention of taking her spouse’s name that is written on the check, you probably have no choice but to contact the person who gave you the check to have it reissued.

2. Check is written to “Mr. and Mrs. ___”.

This check will have to wait until after the wedding to be deposited. In the case of a Mr. and Mrs. ___ situation, some banks will actually allow the bride on a joint account to have an additional endorsement noted on the account, even if she does not legally change her name. This may be as simple as filling out a signature card. Other banks may take a harder stance so find out from your bank.

3. Check is written to you jointly in your pre-married names.

If you have a joint account each party needs to sign the check for it to be deposited. You cannot just have one party sign the check and put it in either a joint account or in one of the individual’s accounts. You can, however, have both parties sign the check and then have a second endorsement signed by one of them in which case it then can be deposited into their own account. Be careful before actually signing the check though, some banks can be difficult and will require that both parties appear in person to sign it before they will allow it to be deposited into only one of the individual’s accounts.

Others Making Payment and the Effect on Taxes.

Congratulations! Your lovely parents have generously offered to pay for some or all of your wedding costs. Does it matter how they pay?

Well, it does! There is something called the Federal Gift Tax. It applies when you transfer money or property to someone else without receiving something of equal value in return and ranges from 18% to 40% depending on the size of the gift. There are several exceptions and rules to know.

1. The annual exclusion. In 2024 the “annual exclusion” allows each person to give to another up to \$18,000 without owing any tax. The annual exclusion often increases each year. That exclusion is from each person to each person. So, each of a bride’s parents can give each of the bride and groom \$18,000, each year. That’s \$72,000.00 each year and the checks need to be cut properly. Remember that often costs are paid out over 2 calendar years so that would double the amount.

2. If gifts exceed this amount, they may be encompassed in the “lifetime exclusion.” The “lifetime exclusion” is the total dollar amount of gifts you can give away over your lifetime without paying any federal gift taxes. This is \$13.61 million in 2024 and generally has increased each year. However, this will no longer be increasing starting in 2026 but will actually decrease due to legislation. If a gift is not in the annual exclusion but in the lifetime exclusion, the gifter is required to file an IRS Form 709.

3. If others pay the expenses directly to the vendors, the gift tax is avoided.

Remember, this is all about Federal gift taxes and in this case covers monies given directly to you. If others pay the expenses directly to the vendors, the gift tax is avoided. Some states also have their own gift taxes such as Connecticut and Minnesota. So, before you plunk down that initial deposit on any of your wedding costs, talk to your parents to see if they might want to make the payment directly.

Also remember that gifts are gifts and are not taxable as income to the recipient for income tax purposes. Again, this is simply general knowledge and if gift taxes may be an issue, it is important to have the person making payment speak to an accountant and/or tax attorney!

Ways Payment is Made and Keeping Proof of Payment.

It should go without saying that just as you should keep a neat folder of all the wedding contracts, you should keep a neat system for how things are paid for and by whom. A list alone is insufficient, you need to keep actual copies of proof of payment. Today that gets complicated! No longer is it just credit cards and checks. Now you have all sorts of online payments.

Let’s look at how you should keep these records.

1. Checks.

Copy your signed check before you hand it over. Then you should get a copy of the cashed check from your bank. You might have a bank account where you get actual copies of cancelled checks. If not, make sure that you have access each month online to print these images or save them to your computer and actually do it every month. Do not assume you will have access forever! Many banks will allow “free” access to actual check images for a very short time, after a couple of months having you order and pay charges for the copies. Consider changing your bank account to one where you get

paper statements and copies of checks just during the pre-wedding planning and payment period. It is generally cheaper to do this than to get individual check copies ordered from banks after the fact. At a minimum, although it is less protective than getting and keeping copies of actual cashed checks, copy the checks you write and print out or save your bank statements if they are online or keep your paper bank statements which will show at least by check number what was cashed.

2. Credit cards.

Keep or print out your online credit card statements as proof of payment.

3. Online payment services (PayPal, Zelle, Venmo and services such as this).

You often won't have a specific receipt, so take computer screenshots or screenshots on your phone and print them out or save them in an organized digital file. Also think through your proof of payment on these types of services. In Venmo you usually write a note regarding what a payment is for, but if you use a credit card or debit card, it might show up on that card statement as just a payment to Venmo rather than a payment to a particular person or company. Just make sure the trail is properly documented.

4. Other payments.

Think even more deeply about various charges and how they are paid. An Amazon charge may show up on your credit card as just an Amazon charge. If questions arise at some point regarding what was paid for what, it would be tough without more, to prove that specific charge was for the wedding. Consider going into your Amazon account and printing or saving a copy of the purchase and matching it up with the credit card statement.

5. Gift registries online.

Here we are talking specifically about gift registries geared towards honeymoons or simply to give cash gifts. They are becoming more popular but is it something you should sign up for?

First, you must be extraordinarily careful regarding these sites. Many, even popular ones, are really big on claiming they are "free", but you need to look a little more closely. Often when they say they are "free" what they really mean is that "the giver is not charged an additional fee on top of their gift amount." For example, if I want to give the couple \$500, I pay the company \$500. But that doesn't mean the couple gets \$500. Usually, the site will take a percentage, similar to what merchants are charged for having their patrons use credit cards, such as 2.4% of the amount of the gift plus \$0.30. On a \$500.00 gift, the registry will take a fee of \$12.30. It may not seem like a lot but suppose you get \$100,000.00 in gifts? Now you're talking \$2400 plus 30 cents for each gifter. It may not be worth it to you!

Often when registries claim they are free, they are only "free" when the gift giver chooses travel, dining, and retail brands that the site has made some kind of agreement with. Sometimes, the "free" is for people who are simply noting that they are going to give you a check, but are not actually using the site to give you the money.

Note many of these sites are truly misleading and many make you go through the hassle of registering an account and inputting all sorts of information before you get to the hard to understand details of how they work. So be careful. Do a general internet search first to check out “Does ___ charge fees?” or “Is ___ really free?”, then look for the detail.

Might the convenience of the fee make sense to you? It might. Often these sites transfer the money quickly and you might need the money right away or not want to wait until after the wedding, especially as most vendors want to be paid no later than the date of the wedding itself. Today has become a world that many people don't even get actual checks made anymore, doing everything by credit card or online. Remember to consider other payment options, such as Venmo, PayPal and Zelle and other means of transfer. Just check what fees if any may be involved with them.

One last simple hint. Do not take your wedding gift checks that you get at the wedding on your honeymoon! My husband grabbed the checks my mom had been collecting and we spent them all on our honeymoon! You might need those checks to pay the bills for the wedding!

ABOUT THE AUTHORS

Shari Rivkind has been practicing law since 1987 and is licensed in the State of New Jersey. A graduate of Boston University School of Law she returned to her home state of New Jersey and has been practicing law there ever since. In 2007 she formed The Rivkind Law Firm. Her practice areas throughout the span of her career have been varied and she has represented everyone from interior designers to physicians. Throughout her career she has always represented clients regarding their personal legal matters including divorces, trusts and wills, contract negotiations of all kinds and litigation matters.

Brides and the difficulties they face hold a special place in Ms. Rivkind's heart. Throughout her career she has not only helped many brides navigate wedding contracts and important agreements such as prenuptial agreements, will and name changes, but has even been on the other side, representing photographers and large wedding venues.

Ms. Weil graduated from the Elisabeth Haub School of Law at Pace University in 2019 and is licensed in the States of New Jersey and New York. During law school, Morgan interned at New York Legal Assistance Group (NYLAG) as an elder law intern and helped low-income individuals execute medical directives, power of attorneys, and simple wills. Thereafter, Morgan worked for a New York City firm specializing in estate planning, working with complicated estates and frequenting the surrogate's courts in New York City.

Upon graduation, Ms. Weil joined The Rivkind Law Firm focusing on wills and trusts. Her practice quickly blossomed into including counselling and negotiating on behalf of her young clients many of whom were getting married. Recently engaged and with a host of friends who were also in the midst of wedding preparation, she began to clearly see a real need for brides for attorneys experienced in navigating the costly, stressful period of planning for a wedding, marriage and beyond.

Ms. Weil decided to form and head up an area of a practice focused on the legal issues brides face and Bridelawyer.comTM was born.