

## TERMS AND CONDITIONS

### (MADE PART OF THE ACKNOWLEDGMENTS AND CEREMONY AGREEMENT)

THIS CEREMONY AGREEMENT (THE "AGREEMENT") IS MADE BETWEEN TIE THE KNOT CEREMONIES, LLC ("COMPANY") AND THE CLIENTS HEREIN IDENTIFIED ("CLIENTS") WITH RESPECT TO CLIENTS' WEDDING, RENEWAL, COMMITMENT OR OTHER CEREMONY SCHEDULED AND/OR PERFORMED AS DETAILED ON THE AGREEMENT ("WEDDING CEREMONY AGREEMENT AND/OR PERSONALIZATION/ORDER").

**I. SERVICES:** TIE THE KNOT CEREMONIES, LLC SHALL RENDER THE SERVICES DESCRIBED (THE "SERVICES"), ON THE DATE STATED, FOR CLIENTS BY PROVIDING AN OFFICIANT ("THE OFFICIANT") TO PERFORM CLIENTS' CEREMONY AT THE PRE-DETERMINED TIME AND LOCATION AND/OR ISSUE A CONFIDENTIAL MARRIAGE LICENSE.

**II. FEES:** FEES ARE AS POSTED ON THE WEBSITE UNDER "FEE & SERVICES." IF A FEE FOR SERVICE HAS A MAXIMUM NUMBER OF GUESTS ASSOCIATED WITH THAT FEE AND THAT MAXIMUM NUMBER IS EXCEEDED, THE FEE WILL INCREASE TO THE NEXT HIGHER POSTED FEE. THIS INCREASE WILL BE DUE BEFORE THE CEREMONY BEGINS PAYABLE IN CASH OR CHARGED TO THE CREDIT CARD ON FILE.

**III. DEPOSIT AND PAYMENT:** A NON-REFUNDABLE DEPOSIT ("RETAINER") OF TWO HUNDRED DOLLARS (\$200.00) IS REQUIRED IN ORDER TO RESERVE THE COMPANIES SERVICES (ADDITIONAL \$110.00 IF LICENSE IS ISSUED). NO DATES WILL BE HELD UNTIL THE RETAINER IS PAID. THE REMAINING BALANCE IS DUE TWO WEEKS PRIOR TO THE CEREMONY (OR PRIOR TO THE ISSUANCE OF A LICENSE AND CERTIFICATE OF MARRIAGE). OFFICIANT SHALL NOT BE REQUIRED TO PERFORM THE CEREMONY (OR ISSUE A LICENSE) UNLESS THE REMAINING BALANCE HAS BEEN PAID. IF PAYING WITH CREDIT/DEBIT CARD, A 3% CONVENIENCE FEE WILL BE ADDED TO THE TOTAL. NO CONVENIENCE FEE WILL BE CHARGED IF PAID THROUGH VENMO OR ZELLE. ALL FEES LISTED ON THE WEBSITE DO NOT INCLUDE A CONVENIENCE FEE. AN ADDITIONAL \$100.00 REFUNDABLE SECURITY DEPOSIT OR CREDIT CARD HOLD IS REQUIRED FOR CHARGES INCURRED AFTER FINAL INVOICE AND/OR PAYMENT (EG. LATE START FEE).

**IV. RECONFIRMATION:** IT IS REQUIRED THAT YOU (CLIENTS) MAKE DIRECT PHONE AND/OR EMAIL CONTACT WITH THE OFFICIANT ONE WEEK PRIOR TO YOUR CEREMONY TO RECONFIRM START TIMES AND CONTENT OF YOUR CEREMONY. (THIS APPLIES FOR WEDDINGS BOOKED MORE THAN ONE WEEK OUT). THIS IS REQUIRED TO ASSURE THAT WE ARE ALL ON THE SAME PAGE, THAT THERE ARE NO CHANGES TO CEREMONY DETAILS AND THAT WE ARE FULLY PREPARED TO PERFORM YOUR CEREMONY AS REQUESTED.

**V. SCHEDULE AND OVERTIME:** BY SIGNING (OR VERBALLY AGREEING TO) THIS AGREEMENT AND RESERVING THE SPECIFIC SERVICES FOR THEIR CEREMONY, CLIENTS AGREE THAT THE CEREMONY SHALL BEGIN AT THE SPECIFIED TIME. IT IS IMPERATIVE THAT THE OFFICIANT IS ABLE TO BEGIN THE CEREMONY AT THE SCHEDULED TIME IN ORDER TO STAY ON SCHEDULE FOR OTHER SCHEDULED WEDDINGS AND EVENTS. CLIENTS UNDERSTAND THAT THEY MAY BE CHARGED TWENTY-FIVE DOLLARS (\$25.00) PER EVERY FIFTEEN (15) MINUTES (OR PART) THAT THE CEREMONY STARTS AFTER THE SCHEDULED START TIME. THE OFFICIANT IS NOT REQUIRED TO REMAIN MORE THAN THIRTY (30) MINUTES PAST THE SCHEDULED START TIME, AND MAY LEAVE WITHOUT PERFORMING THE CEREMONY AT HIS/HER DISCRETION WITHOUT COMPENSATION TO THE CLIENTS. IF CLIENTS HAVE GIVEN THEIR GUESTS AN "INVITATION TIME BUT INTEND TO START THE CEREMONY LATER THAN THE INVITATION TIME, THIS MUST BE DISCUSSED PRIOR TO RESERVING THE COMPANIES SERVICES AND THE COMPANY SHOULD BE GIVEN THE ACTUAL EXPECTED START TIME. SCHEDULE AND LOCATION CHANGES MADE AFTER A RESERVATION IS CONFIRMED MAY RESULT IN ADDITIONAL CHARGES FOR TIME (AT THE RATE OF \$25.00 PER 15 MINUTES OR PART THEREOF) AND TRAVEL EXPENSES, AS SPECIFIED ABOVE.

**VI. DATE CHANGES:** SHOULD CLIENTS WANT, OR NEED, TO CHANGE THE DATE OF THE CEREMONY, THE \$200.00 DEPOSIT MAY BE TRANSFERABLE (FOR SAME CLIENTS) TO ANOTHER DATE, IF THE COMPANY IS NOTIFIED AT LEAST SEVEN (7) DAYS PRIOR TO THE ORIGINAL CEREMONY DATE AND IS AVAILABLE ON THE REQUESTED NEW DATE. A \$50.00 RE-BOOKING FEE MAY APPLY. IF NOTICE IS GIVEN LESS THAN SEVEN (7) DAYS PRIOR TO THE ORIGINAL CEREMONY DATE (OR THE NEW DATE IS NOT AVAILABLE), CLIENTS MAY BE RESPONSIBLE FOR THE FULL FEE FOR THE SERVICES, AS WELL AS AN ADDITIONAL FEE FOR SERVICES ON THE RESCHEDULED CEREMONY DATE. THE CEREMONY DATE MAY ONLY BE CHANGED TO A DATE WITHIN ONE YEAR OF THE DATE THE ORIGINAL DEPOSIT WAS PLACED.

**VII. CANCELLATION:** IF CLIENTS CANCEL THE CEREMONY, CHANGES THE TIME OR DECIDE THAT THEY DO NOT REQUIRE THE SERVICES OF TIE THE KNOT CEREMONIES OR THEIR OFFICIANT AFTER PAYING THE DEPOSIT, AND NOTICE IS GIVEN MORE THAN SEVEN (7) DAYS PRIOR TO THE ORIGINAL CEREMONY DATE, THE DEPOSIT WILL BE FORFEITED. IF NOTICE OF CANCELLATION OF THE SERVICES IS GIVEN WITHIN SEVEN (7) DAYS OF THE ORIGINAL CEREMONY DATE OR AFTER FINAL PAYMENT IS MADE, CLIENTS SHALL BE RESPONSIBLE FOR PAYMENT OF THE FULL FEE FOR THE SERVICES (LESS ANY TRAVEL SURCHARGE).

**VIII. SPECIFIC OFFICIANT:** IN THE EVENT OF AN EMERGENCY OR UNEXPECTED CIRCUMSTANCES PREVENTING A SPECIFIC OFFICIANT BOOKED BY CLIENTS FROM PERFORMING HIS OR HER SERVICES AT THE CEREMONY, TIE THE KNOT CEREMONIES WILL MAKE EVERY REASONABLE ATTEMPT TO SECURE A REPLACEMENT AND SHALL BE ALLOWED TO PROVIDE A REPLACEMENT OFFICIANT IF NECESSARY AND/OR AVAILABLE, WITH CLIENTS' PRIOR APPROVAL WHENEVER REASONABLY POSSIBLE.

**IX. SAFETY:** IT IS IMPERATIVE THAT A SAFE ENVIRONMENT IS PROVIDED FOR THE COMPANY AND OFFICIANT. CLIENTS ARE RESPONSIBLE FOR RESTRAINING ALL PETS FROM THE CEREMONY AREA, AND THE OFFICIANT IS NOT TO HAVE ANY INTERACTION IN ANY MANNER WITH ANY PETS UNLESS APPROVED IN ADVANCE. DRUNKEN AND UNRULY BRIDAL PARTY MEMBERS AND/OR GUESTS ARE NOT TO HAVE ANY CONTACT WITH THE OFFICIANT. IF AT ANY TIME THE OFFICIANT FEELS UNSAFE OR THREATENED IN ANY MANNER, HE/SHE MAY LEAVE THE CEREMONY LOCATION, REGARDLESS OF WHETHER THE SERVICES HAVE BEEN RENDERED, AND CLIENTS AGREE AND UNDERSTAND THAT THEY WILL BE RESPONSIBLE FOR PAYMENT IN FULL OF THE FEE UNDER SUCH CIRCUMSTANCES, REGARDLESS OF WHETHER THE CEREMONY HAS BEEN CONDUCTED AND/OR COMPLETED.

**X. VENUE RESTRICTIONS:** TIE THE KNOT CEREMONIES, LLC AND THE OFFICIANT ARE NOT RESPONSIBLE FOR DEALING WITH ANY VENUE RESTRICTIONS, INCLUDING, BUT NOT LIMITED TO, RESTRICTIONS ON OPEN FLAMES, SAND, RICE OR OTHER "TOSS" ITEMS, AND DECORATIONS SUCH AS ROSE PETALS AND OTHER FLORAL AND NON-FLORAL DÉCOR, AND THE COMPANY AND THE OFFICIANT ARE NOT RESPONSIBLE FOR ANY ADVERSE IMPACT ON THE CEREMONY AND/OR GUESTS AS A RESULT OF SUCH RESTRICTIONS AND/OR POTENTIAL HAZARDS.

**XI. SOUND:** TIE THE KNOT CEREMONIES, LLC AND THE OFFICIANT ARE NOT RESPONSIBLE FOR ANY SOUND OR MUSIC SERVICES AT CEREMONY LOCATION (EVEN IF REFERRED BY COMPANY), INCLUDING AMPLIFICATION FOR THE OFFICIANT, CLIENTS, READERS AND/OR MUSICIANS. CLIENTS MUST ARRANGE SEPARATELY FOR ANY SUCH SOUND SERVICES WITH THE VENUE OR A THIRD-PARTY COMPANY. IN THE EVENT THAT THE CLIENT USES THE SOUND EQUIPMENT PROVIDED BY THE SELECTED OFFICIANT OR TIE THE KNOT CEREMONIES, THEY UNDERSTAND THAT THEY ARE NOT PROFESSIONAL DJS OR SOUND ENGINEERS AND THE EQUIPMENT IS NOT A SUBSTITUTE FOR PROFESSIONAL SOUND EQUIPMENT. THE EQUIPMENT IS NONPROFESSIONAL GRADE AND IS ONLY USED TO ATTEMPT TO ADD SOUND AND MUSIC TO THE CEREMONY, AND TIE THE KNOT CEREMONIES, LLC OR THE OFFICIANT ARE NOT RESPONSIBLE FOR ANY MALFUNCTIONS.

**XII. GRATUITY:** GRATUITY FOR THE OFFICIANT IS OPTIONAL AND LEFT UP TO CLIENTS' DISCRETION, BUT GREATLY APPRECIATED.

**XIII. PERMITS:** IT IS THE CLIENT'S RESPONSIBILITY TO OBTAIN ANY PERMITS THAT MAY BE REQUIRED BY THE CITY, COUNTY, DEPARTMENT OF PARKS & RECREATION, COMMUNITY CENTER, HOMEOWNERS' ASSOCIATIONS, ETC. AS WELL AS ANY LIABILITY INSURANCE THAT MAY BE REQUIRED BY AN ORGANIZATION OR VENUE. TIE THE KNOT CEREMONIES OR THE OFFICIANT WILL NOT BE HELD LIABLE IF THE OFFICIANT IS PREVENTED FROM PERFORMING A CEREMONY FOR NOT POSSESSING A REQUIRED PERMIT OR CERTIFICATES. ANY FINES IMPOSED ON THE COMPANY OR OFFICIANT WILL BECOME THE RESPONSIBILITY OF THE CLIENTS.

**XIV. LIMITATION OF LIABILITY:** CLIENTS AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, TIE THE KNOT CEREMONIES, LLC'S LIABILITY FOR ANY CLAIM, BREACH OR DAMAGE BY REASON OF ANY ACT OR OMISSION SHALL BE LIMITED TO REPAYMENT OF SUMS PAID BY CLIENTS ONLY (LESS TRAVEL SURCHARGE AND DEPOSIT). CLIENTS AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, TIE THE KNOT CEREMONIES, LLC OR THE OFFICIANT SHALL NOT BE LIABLE FOR ANY CLAIMS FOR EMOTIONAL DISTRESS, MENTAL ANGUISH, CONSEQUENTIAL DAMAGES, LOST PROFIT, LOSS OF ENJOYMENT, LOST REVENUES, REPLACEMENT COSTS, COMPENSATORY DAMAGES AND/OR PUNITIVE DAMAGES, WHETHER OR NOT FORESEEABLE AND/OR ARISING FROM ANY NEGLIGENT ACT OR OMISSION ON THE PART OF ANY PERSON.

**XV. INDEMNITY:** CLIENTS AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS TIE THE KNOT CEREMONIES, LLC AND ITS EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, OFFICERS, DIRECTORS, MEMBERS AND/OR MANAGERS FOR ANY INJURY, PROPERTY DAMAGE, LIABILITY, CLAIM OR OTHER CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE ACTIONS OF CLIENTS OR CLIENTS' GUESTS.

**XVI. FORCE MAJEURE:** NO PARTY TO THIS AGREEMENT SHALL BE LIABLE IN DAMAGES OR HAVE THE RIGHT TO TERMINATE THIS AGREEMENT FOR ANY DELAY OR DEFAULT IN PERFORMING HEREUNDER IF SUCH DELAY OR DEFAULT IS CAUSED BY CONDITIONS BEYOND ITS CONTROL INCLUDING, BUT NOT LIMITED TO, ACTS OF GOD (SUCH AS NATURAL DISASTERS), FIRE, GOVERNMENT RESTRICTIONS (INCLUDING THE DENIAL OR CANCELLATION OF ANY EXPORT OR OTHER NECESSARY LICENSE), WARS, INSURRECTIONS AND/OR ANY OTHER CAUSE BEYOND THE REASONABLE CONTROL OF THE PARTY WHOSE PERFORMANCE IS AFFECTED. THIS MAY INCLUDE UNFORESEEN ACCIDENT, FREEWAY, ROAD OR STREET CLOSURES OR "SIG" ALERTS THAT ORIGINATED WHEN THE OFFICIANT WAS ENROUTE TO THE VENUE AND/OR WHEN THE OFFICIANT HAS ALLOWED MORE THAN A REASONABLE AMOUNT OF TRAVEL TIME TO ARRIVE AT THE VENUE AT LEAST THIRTY (30) MINUTES PRIOR TO THE SCHEDULED START TIME AFTER FACTORING IN SUCH THINGS AS ROAD AND WEATHER CONDITIONS AND DRIVING DISTANCE FROM OFFICIANTS LOCATION TO THE VENUE.

**XVII. IMAGE RELEASE:** CLIENTS AGREE THAT TIE THE KNOT CEREMONIES, LLC MAY USE ANY IMAGES AND STORIES FROM THE CEREMONY FOR ANY MEANS OF PROMOTION OF THE COMPANY, INCLUDING ADVERTISING AND DISPLAY ON WEBSITES OR BLOGS, UNLESS OTHERWISE STATED BY CLIENT. CLIENTS WAIVE ANY RIGHT TO PAYMENT, ROYALTIES OR ANY OTHER CONSIDERATION FOR THE USE OF THE IMAGES OR STORIES.

**XVIII. DISPUTE RESOLUTION:** ANY DISPUTE ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT IN EXCESS OF SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00) (OR THE THEN-APPLICABLE CALIFORNIA SMALL CLAIMS COURT MAXIMUM) SHALL BE SUBMITTED TO BINDING ARBITRATION BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH THE ASSOCIATION'S COMMERCIAL RULES THEN IN EFFECT, FOLLOWING THE UNSUCCESSFUL RESOLUTION OF THE DISPUTE OR CLAIM BY MEDIATION. THE PARTIES SHALL SELECT A SINGLE ARBITRATOR, AND THE ARBITRATION SHALL TAKE PLACE IN THE COUNTY OF ORANGE CALIFORNIA. THE ARBITRATOR'S DECISION SHALL BE BINDING ON THE PARTIES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. ANY PARTY PREVAILING IN ANY ARBITRATION TO ENFORCE OR INTERPRET THE TERMS OF THIS AGREEMENT OR REGARDING A BREACH OF THIS AGREEMENT, OR ANY OTHER DISPUTE BETWEEN THE PARTIES, SHALL BE ENTITLED TO RECEIVE REASONABLE ATTORNEYS' FEES, IN ADDITION TO ALL OTHER RELIEF TO WHICH SUCH PARTY MAY BE ENTITLED.

**XIX. ENTIRE AGREEMENT:** THIS AGREEMENT (AND THE ACKNOWLEDGMENTS RECEIVED WITH THE WEDDING CEREMONY AGREEMENT FORM) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PRIOR AGREEMENTS WHETHER ORAL OR WRITTEN CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT.

**XX. GOVERNING LAW:** THE VALIDITY, CONSTRUCTION AND ENFORCEABILITY OF THIS AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS BY THE LAWS OF THE STATE OF CALIFORNIA.

**XXI. LICENSE FILING:** THE OFFICIANT PERFORMING THE CEREMONY IS RESPONSIBLE FOR SUBMITTING THE LICENSE AND CERTIFICATE OF MARRIAGE TO THE OFFICE OF THE COUNTY CLERK, IN THE COUNTY WHERE THE LICENSE WAS ISSUED, WITHIN TEN (10) CALENDAR DAYS AFTER THE CEREMONY WAS PERFORMED. **THE LICENSE WILL NOT BE GIVEN TO THE COUPLE TO FILE. THAT IS THE OFFICIANTS RESPONSIBILITY.**

**XXII. BY FILLING OUT THE AVAILABILITY REQUEST, CONTACT FORM, REQUEST FOR INFORMATION, SUBMITTING A RESERVATION AND/OR PLACING A DEPOSIT (RETAINER) TO BOOK/RESERVE THE SERVICES OF TIE THE KNOT CEREMONIES AND/OR SIGNING THE WEDDING CEREMONY AGREEMENT FORM PHYSICALLY, ELECTRONICALLY OR VERBALLY, CLIENTS UNDERSTAND THE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THEM.**

**\*\*\*\*\* END OF TERMS AND CONDITIONS \*\*\*\*\***