

CEREMONY AGREEMENT

This Ceremony Agreement (the "Agreement") is made between Eileen Lynch (the "Officiant") and the clients identified above ("Clients" or "Client") with respect to Client's wedding or commitment ceremony scheduled as detailed above (the "Event").

SERVICES:

Officiant hereby agrees to render Wedding Officiant Services ("Services") for Client at the date, time and location as specified in this Agreement.

SCHEDULE:

The "Ceremony Start Time" is considered the anticipated Start Time and not Guest "Arrival" or "Invitation" time. Client agrees that the Event shall begin within fifteen (15) minutes of the "Ceremony Start Time" as specified in the Agreement.

CHANGES:

Changes to this Agreement including, but not limited to the date, time, and/or location of the Event must be communicated in writing by Client and approved by Officiant in writing before it is confirmed.

FEES AND DEPOSIT:

A non-refundable deposit equal to one-hundred (\$100) dollars is to be paid upon execution of this Agreement at which point Officiant will commence services. The full balance of any unpaid fees including ceremony fees, rehearsal fee, if applicable, and/or travel fees, if applicable, shall be received by Officiant 10 days prior to the start of the Event. If Client fails to remit payment as specified, Officiant shall have the right to immediately terminate this Agreement without further obligation to refund money, including the aforementioned deposit, or to perform Services at the Event.

Deposit is transferable to another date and time as long as Client requests change in writing at least seven (7) days prior to the Event date and Officiant is available. If Officiant is not available at the new date and/or time, all fees paid in excess of the Deposit will be refunded upon request from Client.

FORMS OF PAYMENT:

Deposit may be made electronically via PAYPAL (no extra fees for using PayPal) or on a link provided by Officiant Eileen through Squarespace. Credit cards are accepted on both Paypal and Squarespace.

CANCELLATION AND REFUNDS:

Cancellations must be communicated in writing. If written notice of Cancellation of Services is provided by Client at least seven (7) days prior to the Event date, all fees paid in excess of the Deposit will be refunded. If written notice of Cancellation of Services is provided by Client less than seven (7) days prior to the Event date, Client shall be responsible for full payment of Services, except for travel fees, if applicable. If written notice of Cancellation of Services is not provided by Client, Client shall be responsible for full payment of Services, including travel fees, if applicable. If written notice of Cancellation of Services is provided by Client, Officiant shall be released to make commercially reasonable attempts to re-book the date and time of the Event. In the unlikely event that the Officiant is unable to perform the ceremony for unforeseen circumstances (i.e. hospitalization, automobile accident, and/or transportation breakdown, etc.), Officiant shall be allowed to make reasonable attempts to provide a replacement Officiant at no additional cost to Client. In event Officiant must cancel this Agreement for Services, Client shall be refunded the full fees paid for the Services.

MARRIAGE LICENSE:

It is the Client's responsibility to acquire a valid marriage license, if applicable, in the state where the Event will take place and have the marriage license at the Event when the Services are rendered. Client agrees that failure to have a valid marriage license at the time of the Event means that the Officiant cannot legally perform the ceremony (California Family Code Section 421). Officiant will perform a symbolic ceremony, which will have no legal merit. If Client presents a Public Marriage License at least one witness must be present at the Event. If Client presents a Confidential Marriage License no witnesses are required to be at the Event. Officiant will complete and sign the marriage license on the day of the Event and will return the completed marriage license by United States Postal Service First-Class mail or equivalent within two (2) business days to the county recorder of the county in which the license was issued. (California Family Code Section 422-423) Client will not automatically receive a certified copy of their marriage license unless they request and pay for a certified copy from the County Clerk or County Recorder. In the event, the marriage license is not received by the county recorder; Officiant will cooperate with the Client and county recorder to resolve the issue. Cost for replacement license, if any, will be assumed by the Client. For privacy reasons, Officiant does not maintain copies of the marriage license.

ADDITIONAL TERMS:

If the Event includes a sand ceremony, unity candle, flower ceremony and/or any other special feature, Client is responsible for furnishing all equipment needed to perform such feature(s).

IMAGE RELEASE:

Client agrees that Officiant may use any images and stories from the Event for any means of promotion, 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.

INJURY/LOSS BY GUESTS:

Officiant assumes no responsibility for injury, damages or losses incurred by the Client or event attendees. Officiant also assumes no responsibility for any food, beverage, floral arrangements, decorative items, either personal or professional, brought by anyone prior to, during, or after the Event. Client agrees to be responsible for all guests and attendees at the event and the acts of the guests and attendees. Client agrees to pay for any and all injury or damages arising out of the event, except to the extent of any negligence or misconduct by Officiant.

LIMITATION OF LIABILITY:

Clients agree that to the fullest extent permitted by law, 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. Officiant'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.

INDEMNITY:

Clients agree to indemnify, defend and hold harmless Officiant and its employees, family members, agents, independent contractors, officers, directors, members and/or managers for any injury, property damage, liability, claim or other cause of action arising out of and/or related to the actions of Client's or Client's guests.

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.

GOVERNING LAW:

The validity, construction and enforceability of this Agreement shall be governed in all respects by the laws of the State of California.

ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements whether oral or written concerning the subject matter of this Agreement.

Signed : _____ Partner 1 _____

(Print Name) (Date) _____

_____ Partner 2

(Print Name) (Date) _____

Eileen Lynch , Wedding Officiant (Date) _____