

AMORE BEACH WEDDINGS, LLC

TERMS AND CONDITIONS

Your Beach Wedding Services Agreement (the “Agreement”) is not effective until such time as the Purchaser delivers the Deposit to and Amore Beach Weddings, LLC (“Amore”) acknowledges receipt of same. Upon the receipt of the accepted Agreement from Purchaser by Amore and the Deposit paid to Amore, the Agreement shall become immediately effective (the “Effective Date”).

Scope of Wedding Service. The Wedding Service shall consist primarily of the necessary equipment, including set-up and breakdown, and the services related to the Wedding Service as indicated in the “Wedding Package” chosen by Purchaser. After acceptance of the Agreement, Amore will submit to you via email the Wedding Package for the Wedding Service along with any other requested “Additional Services” to be used as part of the Wedding Service. *Any Additional Services or items requested by the Purchaser not included in the Wedding Package shall be paid by Purchaser at the time of presentation of invoice by Amore.*

Acceptance of Agreement. *By making the payment of the “Deposit” to Amore, Purchaser acknowledges and accepts the terms and conditions of this Agreement.*

Full Control. Amore shall, at all times, have unmitigated control of the equipment and services related to the Wedding Service. Amore shall assign its personnel based on the requirements for the Wedding Services, the needs of the Amore, and the requirements of the any governmental agencies. All pictures taken at any Wedding Service by Amore shall remain the property of Amore and shared with the Purchaser through Amore’s photo sharing software. If Purchaser wishes for Amore not to use said pictures of the Wedding Service for marketing purposes, Purchaser shall inform Amore of such in writing by sending such notice to **Amore Beach Weddings, LLC**, 11275 US Highway 98W, Suite 6-222, Miramar Beach, FL 32550.

Marriage License / Beach Wedding Permit. If applicable*, the Marriage License for the Wedding Service shall be obtained by the Purchaser prior to the scheduled Wedding Service from the Clerk of Court in any county within the state of Florida.

Upon payment of the Deposit, and if applicable[^], Amore shall contact the County where the Wedding Service is scheduled to be held and request and pay for the “Beach Wedding Permit” for the Wedding Service. Amore shall provide a true and correct copy of the Beach Wedding Permit to Purchaser upon receipt by Amore. **Note, the Beach Wedding Permit is subject to availability and the Purchaser’s first choice(s) of location may not be available or may become unavailable due to County regulations. Amore does not represent or warrant the desired location by Purchaser of the Wedding Service will be available at the time of the Agreement. Amore will use all reasonable efforts to obtain the Beach Wedding Permit at the available location closest to the Purchaser’s preference.** However, the location of the Beach Wedding Permit and the Wedding Service may be required to be moved prior to and up to, and including, the date of the Wedding Service if so directed by the County agency that issued the Beach Wedding Permit. Such actions are beyond the control of Amore and Amore accepts no liability or responsibility related to such changes as may be required.

**The Marriage License is not required for vow renewal services.*

^ The Beach Wedding Permit is only required in Okaloosa, Walton, and Bay Counties in the State of Florida at public beach access points. However, the condominium or owner's association where the Wedding Service will be provided may require permitting, written permission, and/or authorization. If applicable, the Purchaser shall contact any such entity or entities and obtain the necessary approvals and provide same to Amore no later than three (3) business days prior to the Wedding Service. Generally, all counties not identified herein do not require a Beach Wedding Permit at public beach access points but this is subject to change and if a Beach Wedding Permit becomes a requirement after purchase of the Wedding Service, Amore shall contact Purchaser with said requirement and request payment for the Beach Wedding Permit.

Force Majeure. The agreement of the Amore to perform under this Agreement is subject to proven detention by accidents, transportation issues, riots, strikes, epidemics, pandemics (i.e. COVID-19), any random acts of God (i.e. hurricanes+), or any other legitimate conditions beyond either Amore or Purchaser's control. If such circumstances arise, all reasonable efforts will be made by Amore to find a replacement venue at the agreed upon fees. Should Amore be unable to procure a replacement or if events warrant cancellation beyond either Amore or Purchaser's control, Purchaser shall receive a full refund of monies paid prior to any cancellation referenced in this Section, except for the Beach Wedding Permit and any services or items (such as food and food preparation costs) paid by Amore on behalf of Purchaser prior to cancellation. **Rain and other unfavorable weather on the day of the Wedding Service is not considered an act of God.** *In the event of unfavorable weather, Amore will assist the Purchaser in finding an alternative location for the Wedding Service if necessary.*

+In order for this section to be applicable regarding hurricanes and/or tropical storms, said storm must be designed by name (for example Hurricane Elvis) by the National Weather Service and the location of the Wedding Service must be within an area identified by the National Weather Service to be under a "Tropical Storm Warning" or greater advisory.

Cancellation. Subject to the conditions above (Force Majeure / Acts of God), Purchaser and Amore agree that the Agreement is not subject to cancellation unless the Purchaser requests such cancellation in writing to Amore no less than **ninety (90) days** prior to the Wedding Service, Purchaser fails to pay the amounts due hereunder on or before the dates expressed herein to Amore, or if the Purchaser violates, at the sole determination of Amore, the "Good Conduct Clause" referenced herein. Upon any such cancellation, Amore shall refund to the Purchaser all amounts paid to date, except for the Deposit, the Beach Wedding Permit (if applicable), and any payments made to third party vendors, i.e. caterers, etc. Any cancellations after the date referenced herein or for failure make the payments in the amounts and on the dates referenced herein will result in forfeiture of all amounts paid by Purchaser to Amore and Amore will be relieved from any further duties or liabilities hereunder.

Time of Wedding Service. Amore shall instruct the Purchaser of the scheduled time for the Wedding Service. Note, if Purchaser unreasonably delays the start of the Wedding Service by

actions unrelated to Amore, Amore has the right to terminate the Wedding Service at the time of expiration of the Beach Wedding Permit.

Good Conduct Clause. Purchaser, and each individual associated with Purchaser, agrees to use only professional conduct when dealing with Amore, its owners, agents, representative, and/or employees. In the event Purchaser, or any individual associated with Purchaser, uses any profanity when speaking with Amore, makes any unreasonable requests to Amore (including but not limited to requesting items be placed upon the beach which are not allowed by County regulations and/or were not previously purchased as an Additional Service by Purchaser from Amore), or any other actions deemed detrimental to either Amore or the Wedding Service, Amore has the full and absolute right to terminate the Wedding Service and withhold all monies paid to Amore by Purchaser as liquidated damages.

Photography. Each Wedding Service includes one (1) hour of photography time which includes delivery of no less than 100 edited, digital photographs (the “Ceremony Photography”). The Photography Ceremony begins at approximately ten (10) minutes prior to the scheduled time of the Wedding Service and ends one (1) later. The purchaser has the option of purchasing additional time with Amore for photography services, but in no event is Amore obligated to extend the time of the Ceremony Photography as defined herein. All fees related to payment of photography services completed by Amore shall be paid in full to Amore before Amore has any obligation to release said pictures to the Purchaser. Any photography services purchased from Amore are to be taken only on the day of the scheduled Wedding Service.

Damage to Equipment. It is agreed that the Purchaser shall be liable for any and all injury or damage to Amore, or property of Amore, while on the premises of said Wedding Service if such damage is caused by Purchaser or Purchaser’s guests and invitees.

Indemnification. In the event Amore is charged with any fines or penalties by any county officials, homeowners / condominium owners association, or any other party having such authority where the Wedding Service is held (or any other governmental agency) in relation to the Purchaser’s and its guests' actions at the Wedding Service, Purchaser agrees to indemnify Amore for any such costs. This Section is specifically applied, but not limited, to the following: Purchaser allowing more guests than allowed under the Beach Wedding Permit, Purchaser allowing underage drinking at the Wedding Service, Purchaser bringing or causing to bring glass containers on the beach, and/or Purchaser causing damage to sea turtle nesting areas.