

# Terms and Conditions

## CEREMONY AGREEMENT

This Ceremony Agreement (the “Agreement”) is made between Great Tennessee Officiants and Officiant (“Company”) and the clients identified above (“Clients”) with respect to Clients’ wedding or commitment ceremony scheduled as detailed above (“the Ceremony”).

**Services.** The Company shall render the services described above (the “Services”), on the date stated above, for Clients by providing an Officiant (“the Officiant”) to perform Clients’ Ceremony at the pre-determined time and location in the above-described manner.

**Payment.** A non-refundable retainer fee of Seventy-Five dollars (\$75.00) is required to book the Company’s Services. No dates will be held until the retainer fee is paid. By paying the retainer you agree to these terms and conditions. The remaining balance is due prior to the beginning of the Ceremony. Officiant shall not be required to begin the Ceremony unless the remaining balance has been paid.

**Schedule and Overtime.** By signing this Agreement and booking the specific Services for their Ceremony, Clients agree that the Ceremony shall begin at the specified time. It is imperative that the Officiant can 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 that the Officiant must wait to start the Ceremony past the scheduled time, and Officiant shall not be required to stay any longer than thirty (30) minutes past the scheduled start time. It is entirely within the Officiant’s discretion whether to stay longer than thirty (30) minutes past the scheduled start time if the Ceremony has not begun. 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 booking Company’s Services. Schedule and location changes made after booking may result in additional charges for time (at \$25.00 per 15 minutes) and travel expenses, as specified above.

**Dates Changes.** Should Clients want or need to change the date of the Ceremony, the \$75.00 retainer fee will be transferable to another date if the Company is notified at least Thirty (30) days prior to the original Ceremony date. If notice is given less than Thirty (30) days prior to the original Ceremony date, Clients may be responsible for the full fee for the Services, as well as an additional fee for Services on the rescheduled Ceremony date.

**Cancellation.** If Clients cancel the Ceremony or decide that they do not require the Services of the Company, notice must be given at least Thirty (30) days prior to the original Ceremony date and the \$75.00 retainer fee shall be non-refundable. If notice of Cancellation of the Services is given at least Thirty (30) days prior to the original Ceremony date and Clients have already paid in full for the Services, the balance of the fee for the Services after deducting the \$75.00 retainer fee will be returned to Clients. If notice is given less than Thirty (30) days prior to the scheduled Ceremony date, Clients shall be responsible for payment of the full fee for the Services.

In the highly unlikely event that the Company must cancel this Agreement for Services, Clients shall be refunded the full fee paid for the Services.

**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, the Company shall be allowed to provide a replacement Officiant, if necessary, with Clients' prior approval whenever reasonably possible.

**Parking.** It is the responsibility of the client to provide for the parking needs of the Officiant, and to pay for all parking/valet fees necessary for the Officiant to arrive at your ceremony on time.

**Excessive Temperature.** In the case of excessive heat or cold, your Officiant will dress in an appropriately professional manner that is suitable for the temperature at time of your ceremony. It is understood that the Officiant is not to be subjected to excessive exposure of heat or cold.

**Boutonnieres.** Since your Officiant is a professional who conducts many ceremonies throughout the year, Officiants will not be expected to wear a boutonniere or like item as repeated practice causes excessive dry cleaning of expensive professional clothing.

**Safety.** It is imperative that a safe environment is provided for the Company's Officiants. 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 to be kept away from the Officiant. If at any time the Officiant feels unsafe or threatened in any manner, they shall leave the Ceremony location, regardless of whether the Services have been rendered in full, 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 is completed.

**Venue Restrictions.** The Company and 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 Company and Officiant are not responsible for any adverse impact on the Ceremony as a result of such restrictions.

**Sound.** The Company and Officiant are not responsible for any sound or music services at off-site Ceremony locations, 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 selected Officiant 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.

**Gratuity.** Gratuity for the Officiant is optional and left to Clients' discretion, but greatly appreciated.

**Limitation of Liability.** Clients agree that, to the fullest extent permitted by law, Company'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. Clients agree that, to the fullest extent permitted by law, Company 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.

**Indemnity.** Clients agree to indemnify, defend and hold harmless Company 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.

**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.

**Image Release.** Clients agree that Company may use any images and stories from the Ceremony for any means of promotion of 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.

**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 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 Wilson County, Tennessee. 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.

**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.

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

**Signature.** This Agreement may be signed electronically, by filling out the availability request form, or by paying the retainer, or by paying in full.

By filling out the availability request and/or placing the retainer fee, or paying in full, you are signifying that you agree to the terms and conditions set forth and will serve as a written contract between you and "Great Tennessee Officiants". If you do not agree to any or all the terms and conditions, please contact "Great Tennessee Officiants" before filling out the order form.