

# Terms and Conditions

## CEREMONY AGREEMENT

This Ceremony Agreement (the “Agreement”) is made between Life’s Journey Ceremonies, LLC/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 fifty dollars (\$50.00) is required in order to book the Company’s Services. No dates will be held until the retainer fee is paid and this Agreement has been signed. 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 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 that the Officiant has to 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 \$50.00 retainer fee will be transferable to another date if the Company is notified at least seven (7) days prior to the original Ceremony date. If notice is given less than seven (7) 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.

Client understands that the booking is in effect for 20 minutes before the scheduled ceremony time to 10 minutes after the ceremony has completed.

**Time Changes.** Should client decide to change the time of the ceremony on specified date, the officiant must be consulted before said change is put in place. If client changes the time of the ceremony without consulting Officiant, and at the time the Officiate becomes aware of the time change He/She is not able to perform the ceremony at the new time, client will be responsible for the full ceremony fee to the Officiant.

No “TBD” (to be determined) or “time might change” bookings will be accepted, unless Officiant is booked for the whole day and said booking fee is paid in full at time of booking. If client wishes to reserve the Officiant for a complete day the fee will be \$675.00.

**Cancellation.** If Clients cancel the Ceremony, or decide that they do not require the Services of the Company, notice must be given at least seven (7) days prior to the original Ceremony date and the \$50.00 retainer fee shall be non-refundable. If notice of Cancellation of the Services is given at least seven (7) 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 \$50.00 retainer fee will be returned to Clients. If notice is given less than seven (7) 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.

**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.

**Parking.** Client is responsible to inform the Officiant of where he/she should park for the Client's ceremony. Client is responsible for any parking fees, or valet fees that the Officiant may need in order to park for Client's ceremony.

**National, State, County, or City Park entrance fees.** Clients will provide the entrance fees necessary for their Officiant to enter any Park Venue for the wedding ceremony or rehearsal.

**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 according to the Association guidelines. 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 in which the ceremony is conducted.

**Signature.** This Agreement may be signed electronically.

By filling out the Order Form details above and signing this Agreement electronically, Clients understand the terms and conditions and agree to be bound.

By filling out the order form and/or placing the retainer fee signifies you agree to the terms and conditions set forth and will serve as a written contract between you and “Life’s Journey Ceremonies, LLC/Great Tennessee Officiants”. If you do not agree to any or all of the terms and conditions please contact “Life’s Journey Ceremonies, LLC/Great Tennessee Officiants” before filling out the order form.