

CEREMONY AGREEMENT

CLIENT NAME: _____

CLIENT NAME: _____

This Ceremony Agreement (the "Agreement") is made between Savannah Wadsworth (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: For services of \$210 or less, payment is due in full within twenty-four (24) hours of booking. For services of \$210 or more, the balance is due thirty (30) days before the Event and if paid early, is refundable up until sixty (60) days before the Event. All appointments are subject to a \$100 non-refundable deposit. 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. If Client requests a refund and the payment was made through PayPal, the fee for services will be refunded minus the non-refundable deposit and minus the transaction fee of 2.9% plus \$0.30 per transaction. Payment is forfeited if Client does not arrive within thirty (30) minutes of the scheduled appointment. 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.

ADDITIONAL FEES: If the Event location (the "Venue") charges a fee for parking, Client is responsible to have Officiant's parking fee validated or to provide cash to cover the parking fee.

FORMS OF PAYMENTS: Deposit may be made electronically via PayPal. PayPal payments are subject to a transaction fee of 2.9% plus \$0.30 per transaction.

CANCELLATION: Cancellations must be communicated in writing. Refunds are available if cancellation is made at least sixty (60) days prior to the scheduled appointment (excluding the non-refundable deposit). 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.

JAIL/PRISON WEDDINGS: Where the Event is to take place at a jail or prison and the Client enters into this Agreement for the purposes of having the Officiant perform a jail/prison ceremony where one (1) of the parties is currently incarcerated, Officiant agrees to sign the Affidavit of Inability to Appear that must be turned into the clerk in the county in which the Event will take place. (California Family Code Section 502.) The Affidavit of Inability to Appear must be signed by the incarcerated party and such signature must be notarized. It is Client's responsibility to schedule a notary public to notarize the Affidavit of Inability to Appear. Officiant agrees to accompany Client to the clerk of the county in which the Event will take place and physically present the Affidavit of Inability to Appear to the county clerk at the time Client applies for a marriage license. By signing this agreement, Client understands that the application for marriage license is to be made at the same date and time that the Affidavit of Inability to Appear is presented to the county clerk. Client also understands that the marriage license for jail/prison weddings are issued to Officiant and not to Client. After the Event takes place and the ceremony is complete, the incarcerated party is required to sign the marriage license and such signature must be notarized. It is Client's responsibility to schedule a notary public to notarize the marriage license. Jail/prison weddings require a Public Marriage License which requires at least one witness must be present at the Event. It is Client's responsibility to ensure that at least one witness is physically present at the Event. Both Client and the incarcerated party must be physically present at the Event. (California Family Code Section 420.) The marriage license for a jail/prison wedding will be returned to the county clerk on the same day as the Event.

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. Client waives 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: Client agrees 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 Client only.

INDEMNITY: Client agrees to indemnify, defend and hold harmless Officiant, as well as Through The Stars, a co-partnership, 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 and/or related to the actions of Client 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.