*****SAMPLE** SERVICE AGREEMENT***



PERFECT MEDDING GERENONY

Wedding Ceremonies performed by Mark Hespeth Serving San Francisco, East Bay, South Bay, Sonoma and Napa mark@aperfectweddingceremony.com 415-292-7672

This Service Agreement is made on: <u>DAY/MONTH/YEAR</u> between <u>Bride and Groom's Name</u> herein referred to as "The Couple" and **Mark Hespeth** herein referred to as: The Officiant.

WITNESSETH: In consideration of the mutual covenants and agreement herein contained, The Officiant and The Couple hereby agree to the following terms and conditions:

THE OFFICIANT'S RESPONSIBILITIES:

- The Officiant shall perform a marriage ceremony for The Couple on **Day/Month/Year** at the time of **Ceremony Start Time** at **Address of Ceremony Site**. (Street Address/City/State/Zip).
- The Officiant shall complete and execute the marriage license and file said license in accordance with the instructions set forth by the jurisdiction from where the license was obtained.
- The Couple will receive a final check-in call the week of their wedding to re-confirm all aspects of the ceremony.
- The Officiant will arrive at the above location 15 minutes prior to the ceremony start time.

THE COUPLE'S RESPONSIBILITIES:

- The Couple has agreed to return the signed Service Agreement by end of <u>Day/Month/Year</u>. Failure to do so will release A Perfect Wedding Ceremony from holding the date and time of the ceremony and furnishing any services to the client under this agreement.
- The Couple understands that the provision of services shall start upon receipt of the Service Agreement and payment of the Retainer Deposit.
- The couple agrees to respond in the specified timeline as indicated for any requested ceremony planning information.

PAYMENT OF FEES:

The Couple agrees to pay The Officiant fee: Ceremony Package Fee plus Travel Fee, if applicable, which includes all travel and miscellaneous fees.

*The Couple has paid Amount of deposit, a NON-REFUNDABLE Officiant fee to reserve the above date and time for the scheduled wedding ceremony.

MARRIAGE LICENSE:

The Couple understands that they must obtain a Marriage License at the appropriate jurisdiction for which the ceremony will be performed and shall provide such Marriage License to The Officiant to review and execute upon arrival to the ceremony site or if a Rehearsal is scheduled, at the Rehearsal. **The Officiant cannot and will not perform a marriage ceremony without receiving the appropriate valid Marriage License PRIOR to the ceremony.**

The Couple shall designate a witness (One Required, No More Than Two Allowed) to sign the witness section of the Marriage license. The Couple SHALL NOT complete the witness section prior to the ceremony. Following the ceremony, The Officiant will guide the named witness to complete the witness section as required by the County Recorders Office.

TERMS:

CANCELLATION: The Couple understands that The Officiant has arranged his schedule to reflect the scheduled ceremony date and time. The couple also understands while their date is being held, other couples are being turned away. If The Couple cancels the ceremony for any reason, prior to the scheduled ceremony date and time, The Couple will forfeit the Officiant fee and services will terminate. If the ceremony is cancelled less than 30 days before the scheduled wedding ceremony date and time, for any reason, The Couple agrees to be responsible for the full balance of the package fees. When the ceremony is cancelled, the remaining balance is due paid within 3 days following cancellation. WEDDING CEREMONY: When ordering a civil ceremony, you may arrive with your personal vows on the day of your ceremony if you so choose. Note: Civil ceremonies are not emailed out. FOR REHEARSALS: All attendants must arrive on time. Rehearsal times lasting over the allocated hour will incur a \$25 per quarter hour, payable at the time of service. CHANGES: The Couple also understands that and recognizes that the Officiant performs other weddings ceremonies for other couples and such a change in date, time or location of the scheduled wedding ceremony may create a serious conflict with the Officiant's schedule that may prevent the Officiant from performing the ceremony. The Couple understands that a request for change to the ceremony date, time or location can only be arranged based on the Officiant's availability. The Couple understands that if the Officiant can still perform the wedding ceremony on the new, date, time and/or location of the scheduled wedding ceremony, then this agreement shall be cancelled and a new agreement shall be entered reflecting the new date, time and /or location and possibly a new travel fee as a result of a further distance to the new location. A change off of \$50 will be incurred, which is due paid with submission of the new agreement. STARTING TIME: The Officiant will charge an additional \$25 per quarter hour if required to wait more than 15 min past the scheduled starting time. Said fee is due paid prior to the signing of the marriage license. No refund will be given if the Officiant is not able to perform the ceremony because of any delays within the stipulated time period. If you are more then thirty minutes, your wedding may have to be re-booked and re-scheduled, which will involve additional fees. GENERAL PROVISIONS: The Couple fully understands and agrees that The Officiant shall not be responsible or held liable in the event The Officant is prohibited from performing The Couple's wedding ceremony due to illness, hospitalization, auto accident, transportation breakdown/disruption, traffic difficulties, acts of God such as earthquakes, or inclement weather or other unforeseen incapacitation or other cause of non-arrival on the day of the ceremony. In the unlikely event that The Officiant is unable to perform the ceremony for reasons beyond his control, he will make every attempt to notify The Couple and to refer a qualified replacement to perform the ceremony, if time and resources permit. The Officiant, his agents and assigns shall NOT be held liable for any compensation or damages (including punitive) due to non-performance of any ceremony resulting from such incapacitations, non arrival, errors and/or omissions of any type. **PROMOTIONAL MATERIAL**: The couple understands that all photographs and video taken during their ceremony by any partner or staff of A Perfect Wedding Ceremony are purely non-professional and can be used as promotional material. **TERMINATION CLAUSE:** The couple agrees to interact with the Officiant in a dignified and respectful manner. Unruly actions/disorderly conduct from The Couple is a breach of contract and may incur termination of services.

This agreement constitutes the entire agreement between the parties and may not be modified except in writing signed by both parties. No other representations or promises have been made except those that are set out in this agreement. By signing below, the parties have hereunto agreed to abide by the terms executed on this agreement on the

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Bride To Be Signature	Printed Name	
X		
Groom To Be Signature	Printed Name	
Address, City, State & Zip		
Mark Hespeth, Wedding Officiant		
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