

Wedding Officiant Contract



Ceremony Date: _____

Ceremony Start Time: _____ (Please provide actual start time, not guest arrival or invitation time)

Ceremony Venue Name: _____

Ceremony Venue Address/City/State/Zip: _____

Wedding Coordinator or Day of Coordinator's Name: _____

Email Address: _____ Phone Number: _____

Bride/Groom (circle one) Full Legal Name: _____

Name to be used during Ceremony: _____

Email Address: _____ Phone Number: _____

Mailing Address/ City/State Zip: _____

Bride/Groom (circle one) Full Legal Name: _____

Name to be used during Ceremony: _____

Email Address: _____ Phone Number: _____

Mailing Address/ City/State Zip: _____

Referral Source: How did you find me? Instagram Personal referral Website
Are you? Military Nurse Teacher First Responder

TERMS AND CONDITIONS

- I. **GENERAL TERMS:** Upon payment and approval, Ceremonies by Diane confirms your date to be available for your ceremony date. This designated time will be blocked for any future clients to show no availability for your block period. Upon receipt of your quote request or reservation, I will confirm availability for your ceremony by telephone and/or email by the following business day. If I am unable to fulfill your request, any Retainer which has been prepaid to Ceremonies by Diane will be refunded. Ceremonies by Diane agrees to adhere to the services, location, time and conditions requested by the Couple. If your date, time, location, guest count or any other services are changed from your original request, modifications to this Contract must be requested and approved prior to your wedding. Payment of any additional fees for services added will be due immediately. If pre-arranged changes need to be made to the date or time cannot be accommodated by the Officiant, Ceremonies by Diane reserves the right to cancel this Contract and shall in no way be held responsible or liable in any manner for such non-performance. Pre-marital counseling is not required nor offered by Ceremonies by Diane for weddings. Services are offered without discrimination of race, religion, age, gender, ancestry, disability, status, political beliefs, or sexual orientation.

- II. **PAYMENT TERMS:** A \$50.00 retainer is required to reserve a date and is non-refundable. Your retainer amount paid will apply towards the total balance due. Payment of the balance due is required on the day of the event. Payments and retainers will only be accepted in US Dollars in the form of cash, electronic funds transfer such as CashApp or Zelle, and/or credit/debit card. The Ceremony Fee is \$_____. For venues within Miami-Dade and Broward County, no travel fee will be charged. For venues out of the jurisdictional location of Miami-Dade and Broward, a travel fee of \$1 per mile will be charged and payment will be due immediately. All contracts include one (1) 60-minute ceremony planning meeting/consultation that must be completed prior to the ceremony. This planning meeting allows for the Couple to communicate their tastes and beliefs in person or via video conference to the Officiant, as well as for both parties to become better acquainted. Without a planning meeting, the Officiant's ability to write and execute a ceremony according to the Couple's wishes is limited. For this reason, Ceremonies by Diane will make no written or verbal warranty regarding the quality and/or accuracy of their services provided if the Couple does not meet with their Officiant in advance. This meeting should take place at least one (1) week prior to your wedding. If additional meetings are requested, these will be billed at \$50 per hour. If the Officiant is requested for the Rehearsal, an additional \$50 fee applies, and additional travel fees may also apply. There is no guarantee that the Officiant will be available for your Rehearsal until the date and time have been confirmed in writing.
- III. **CANCELLATION:** This Agreement cannot be cancelled or modified except in writing by either the Couple and/or the Officiant. Refunds of any balance paid to date, excluding the Retainer, will be determined at the discretion of the Officiant, according to the circumstances for the cancellation and accounting for any services which have already been rendered to the Couple (personalized ceremonies, additional meetings, rehearsals, etc). If cancellation is initiated by the Couple less than 30 days prior to the scheduled wedding date, the full balance will still be due to the Officiant and will be considered non-refundable. Rescheduling for events postponed due to inclement weather shall be accommodated whenever possible. Rescheduled events are subject to availability. If your event is postponed at least 30 days prior to the ceremony, any amount paid will be applied towards a future date and is not refundable.
- IV. **RESPONSIBILITIES:** Ceremonies by Diane agrees provide the Couple with a qualified Wedding Officiant, recognized as a legally ordained minister and authorized to legally solemnize marriages in the State of Florida. Marriage ceremonies will only be performed in accordance with all applicable local, state and federal laws. Ceremonies by Diane agrees to provide all of the services described above to the Couple, on the date(s) and at the location(s) described in this Agreement. We make no guarantee of any additional meetings or services beyond those services described in the Agreement, unless such services are requested in writing by the Couple and added as an addendum to this Agreement. The Couple understands that they must obtain and provide a valid Florida Marriage License at the appropriate jurisdiction for which the ceremony will be performed to their assigned Officiant to review and execute on the day of the ceremony. The Couple understands that if a valid marriage license is not presented with government issued identification to the Officiant before the ceremony is performed, the Officiant cannot perform a legally valid marriage ceremony. This is not required for vow renewals. Upon presenting a valid marriage license to the Officiant, the couple will sign the official marriage certificate. The responsibility for filing this certificate with the county clerk's office is solely that of the Officiant. The Officiant is legally obligated to return the completed License to the County Clerk's office where the License was obtained by the Couple within 30 days of the wedding ceremony. This is not required for vow renewals. The Officiant will provide to the couple at least four (4) week in advance of the Ceremony written options for the Ceremony. This responsibility is void if the contract is signed less than four (4) full weeks advance of the Ceremony. Any final ceremony revisions, service revisions and/or

requests must be submitted in writing no later than one (1) week prior to the wedding. This Agreement provides writing and officiant services in English only. The Couple is responsible for providing translation services as needed. The Couple agrees to acknowledge the services being provided by the Officiant in a dignified and respectful manner. The Officiant reserves the right to cancel this agreement at any time for any reason (including the day of the event,) and retain a reasonable fee and all expenses, if it is due to the couple's and/or couple's friends, guests, family or other representative's behavior, actions or inactions. Aggressive, abusive, rude and/or obnoxious behavior will not be tolerated towards the Officiant, any staff or subcontractors. The Couple is responsible to ensuring proper sound equipment (microphones, speakers, etc.) is provided for the ceremony. If the Event includes a sand ceremony, unity candle, flower ceremony and/or any other special feature, the Couple is responsible for furnishing all equipment needed to perform such feature(s) or agree to pre-pay for the product(s) through the Officiant at least two (2) weeks prior to the Ceremony. It is at the discretion of the Couple if they would like to invite the Officiant or the Officiant and spouse to the Reception. There is no responsibility or expectation for an invitation to the Reception. There is no guarantee that the Officiant or the Officiant and spouse will be able to join in the Reception if invited.

- V. **SCHEDULING:** Delays of up to, but no more than, 15 minutes past the scheduled Ceremony and Rehearsal start times will be accommodated without any additional fees. That being said, the Officiant asks that the Couple and all other vendors make every effort to adhere to the start time outlined in this Agreement. If you are running late, please call and notify your Officiant immediately. Ceremonies or Rehearsals delayed more than 15 minutes, for any reason, will be charged an additional \$25 late fee. If the event is delayed for 45 minutes or more, an additional \$50 will be charged every hour thereafter. As the Officiant may have other commitments that same day, if your ceremony is delayed more than 45 minutes, we reserve the right to reschedule your ceremony to the Officiant's next available opening. The Officiant will not provide any written or verbal promise in advance as to the exact length of time for your personalized ceremony. The Officiant may offer an estimate for the duration of the ceremony, but please note that other external factors (late guests, vendors, distractions, interruptions, weather, etc.) can affect the actual length of your ceremony. The Couple acknowledges that the Officiant is not required to remain on the premises and/or provide any additional services following the ceremony and completion of your marriage license. As the Officiant may have other commitments the day of your wedding, the Couple agrees to sign the marriage license directly after the ceremony. The Couple is responsible to inform any other vendors (i.e. the photographer, videographer, caterer, DJ, etc.) of the need to complete the license after the ceremony, without delay. The Couple acknowledges that the Officiant is not required to provide additional time, services or products without adequate compensation. Any additions to this Agreement will require a written request and an invoice for additional fees, payable immediately to the Officiant, based upon the services and/or products requested by the Couple. Please submit a written Modification Request to emailus@sflncs.com. I will confirm the appropriate fees and terms to add an addendum to this Agreement and remit an invoice to collect payment immediately.
- VI. **LIABILITIES:** The Couple acknowledges that the Officiant's liability is limited to the amount received directly from the Couple for referral services. The Officiant gives permission to the couple to use her likeness in any photographs, videos or other recording media in any manner for any purpose they wish. Likewise, the Couple gives permission to Ceremonies by Diane to use any images and stories from the Event for any means of promotion, including advertising and display on websites or blogs. in any photographs, videos or other media for marketing purposes. The Couple agrees that all photographs and videos taken by Ceremonies by Diane staff during, before, or after the ceremony are purely non-professional, and the Couple authorizes the use of such photos by Ceremonies by Diane for promotional

purposes, without restriction or compensation. The Couple waives any right to payment, royalties, or any other consideration for the use of the images or stories. In the unlikely event that your Officiant is unable to perform the ceremony for any reason, I will make every effort to provide a qualified replacement. If a replacement cannot be found, Ceremonies by Diane agrees to provide a full refund paid directly to the Couple. The Couple agrees that the refund will be the full extent of damages they are entitled to, and no further damages may be sought against Ceremonies by Diane or any affiliated persons. Ceremonies by Diane assumes no responsibility for injury, damages or losses incurred by the Couple or event attendees. Ceremonies by Diane 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. The Couples agrees to be responsible for all guests and attendees at the event and the acts of the guests and attendees. The Couple 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 the Officiant.

VII. **LIMITATION OF LIABILITY:** Clients agree that to the fullest extent permitted by law, the 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 the Couple only.

VIII. **INDEMNITY:** The Couple agree to indemnify, defend and hold harmless Ceremonies by Diane, its Officiant, 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 Couple or Couple's guests.

By signing below, we agree to the terms and conditions above on this ____ day of _____, 20____

Signed: _____ Full Legal Name: _____

Signed: _____ Full Legal Name: _____

Diane Absoli, Ordained Officiant: _____