

# Elopement Officiant Contract

## *Elopement Ceremony Agreement and Confirmation*

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:**

1. *The Officiant* shall perform an elopement ceremony for *The Couple* on the day included in their online booking form.
2. *The Officiant* warrants that he is a professional officiant, recognized as a legally ordained minister, fully qualified to officiate wedding ceremonies and solemnize the rites of all marriages in the Commonwealth of Virginia.
3. *The Officiant* will provide the following services under the terms of this agreement:
  - A preliminary confirmation reserving the date, time and location of the elopement ceremony as indicated above will be sent via email to *The Couple*.
  - Creation and presentation of a short, elopement ceremony crafted from a list of questions provided to *The Couple* upon initial ceremony booking.
  - *The Officiant* shall complete and execute the marriage license and file (mail) said license in accordance with the instructions set forth by the jurisdiction from where the license was obtained.

## **THE COUPLE'S RESPONSIBILITIES:**

1. *The Couple* understands that they must obtain a Marriage License at the appropriate jurisdiction for which the ceremony will be performed and shall provide said Marriage License to *The Officiant* to review and execute on the day of the ceremony. *The Couple* has been informed and fully 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.
2. *The Couple* shall not change the date, time or location of the elopement ceremony as listed in paragraph 1 of this agreement without first contacting and advising *The Officiant* of said change so as to determine if *The Officiant* is still available to perform the ceremony. *The Couple* also understands and recognizes that *The Officiant* performs other wedding ceremonies for other couples and such change of

date, time, or location without first notifying *The Officiant*, or any excessive lateness (30 minutes & over) of the originally scheduled wedding ceremony time may prevent *The Officiant* from performing the ceremony. If *The Couple* does change the date, time, or location of the scheduled wedding ceremony, and *The Officiant* is unavailable to perform the ceremony, then *The Officiant* reserves the right to cancel the performance of their ceremony, and shall in no way be held responsible or liable in any manner whatsoever for non-performance.

3. If *The Officiant* can still perform the elopement ceremony on the new date, time, and location, then this agreement shall be canceled and a new agreement entered into reflecting the new date, time and location.

4. *The Couple* agrees to pay *The Officiant* a ceremony performance fee of \$200.00 plus any mutually agreed upon additional services and/or travel expenses outside the 25-mile radius of 9387 Windsor Shade Dr. Mechanicsville, VA 23116. To reserve the above date, a NON-REFUNDABLE deposit in the amount of \$50.00 shall be remitted with this agreement (made payable by using Apple Pay [8043634424], Zelle [8043634424], Venmo [@Jason-Helmlinger], PayPal (pastorjhelmlinger@comcast.net) or by cash. The balance of the ceremony fee remaining, in the amount of \$150.00\* (plus any add-on or travel expenses), must be paid in the form of cash, cashier's check, money order, Apple Pay, Zelle, Venmo, or PayPal no later than one week prior to the ceremony date. If payment is not received at least one week before the elopement date, then time and date reservations may be canceled and may be booked by other parties, at *The Officiant's* discretion. ***Reservations made with less than 7 days remaining until the wedding require a 100% non-refundable payment and any services cancelled within 7 days of the ceremony date are non-refundable.***

· A minimum deposit of \$50.00 must be paid in advance and is required, along with a signed Booking Form, to book a date and time for a wedding. **Deposits are non-refundable should the wedding be canceled for any reason.** This deposit can be applied to rescheduled ceremonies.

· Fees are based upon the amount of service time provided. If services go beyond the outlined details (i.e. extensive phone calls, email communications, or delays with the start of the ceremony) additional fees will be assessed accordingly at the rate of \$50.00 per half hour and are due paid prior to the signing of the marriage license.

· You will receive a notice (via email or mail) acknowledging receipt of the deposit and confirming your booking date and time.

**REHEARSAL:** If desired, *The Officiant* can attend any rehearsals or additional planning meetings for an additional fee of \$100 per event. This additional fee should be

considered an Add-On fee and should be included in the regular fee schedule as listed above. If travel is required it would also apply here (see below). Rehearsal attendance is based on *The Officiant's* availability. If a time for rehearsal has not been previously booked, *The Officiant* may book another ceremony that could possibly interfere with rehearsal attendance. When possible, it is recommended to book an actual day and time for rehearsal with *The Officiant* to eliminate any conflicts.

**REFUSAL:** *The Officiant* reserves the right to refuse any request for a reservation and further reserves the right to refuse to perform any service that he/she is not comfortable with, even though a reservation was accepted. If an elopement service that has been reserved is not performed, then a refund shall be due in the same form it was received.

**HOLIDAYS:** Services booked on any of the following holidays include an additional \$100.00 convenience fee unless otherwise agreed upon between *The Service Provider* and *The Couple*: New Year's Day, Easter, Memorial Day, July 04, Labor Day, Thanksgiving, Christmas Day, New Year's Eve.

**LATE FEES:** *The Officiant* may waive the late fee charge, at his/her discretion. No refund will be given if *The Officiant* is not able to perform the ceremony because of any delays beyond the stipulated time period. If for ANY reason the ceremony starts 30 minutes or more after it is scheduled, *The Officiant* may, at their option, perform a very short civil ceremony in place of the agreed-upon ceremony. Neither shall All Things Marriage RVA or Jason Helmlinger be held liable for any costs of the ceremony or reception, or damages of any kind. *The Officiant* will charge an additional \$50.00 per half hour if required to wait more than 29 minutes past the scheduled starting time. Said fee is due paid prior to the signing of the marriage license. The ability of *The Officiant* to wait more than 30 minutes will be solely at her discretion. If *The Couple* wishes to void this clause and reserve *The Officiant's* services for the entire day, there will be an additional \$500.00 charge, and this must be agreed upon according to the availability of *The Officiant* at the time of contract signing.

**TRAVEL AND EXPENSES:** Any travel of over 25 miles (one way) from *The Officiant's* home address shall be charged at \$1.00 per mile (round trip). Mileage will be determined using Google Maps. All toll expenses are also the responsibility of *The Couple*. All travel expenses should be included in the total ceremony cost and need to be paid two weeks prior to the ceremony. All parking and entrance fees to venue are to be paid by *The Couple* and shall be included in the total ceremony cost and shall be paid two weeks prior to the ceremony.

## GENERAL PROVISIONS:

1. *The Officiant* shall arrive at the elopement location no less than 15 minutes prior to the time of the elopement ceremony. *The Couple* fully understands and agrees that *The Officiant* shall not be responsible or held liable in the event *The Officiant* is prohibited from performing *The Couple's* elopement ceremony due to illness, hospitalization, auto accident, transportation breakdown/disruption, traffic difficulties, acts of God such as hurricanes or inclement weather or other unforeseen incapacitation or other cause of non-arrival on the day of the ceremony. *The Officiant* will make every attempt to notify *The Couple* and to provide a substitute Officiant who can perform an elopement ceremony if time and resources permit. In any event, *The Officiant*, their agents and assigns shall NOT be held liable for any compensation or any damages (including punitive) due to non-performance of any ceremony/function resulting from such incapacitations, non-arrival, errors and/or omissions of any type.
2. *The Couple* gives permission and shall allow *The Officiant* to post a photograph(s) of them on *The Officiant's* website and/or social media platforms for viewing by the internet community. *The Couple* acknowledges that this is for promotional purposes only and they do not expect to receive any compensation of any kind. There shall be no expiration for this permission.
3. *The Officiant* gives permission and shall allow *The Couple* to use any photographs, videos, or other recording media in which *The Officiant* is in, or part of, in any manner or for any purpose they wish.
4. This agreement and attachments constitute the entire agreement between the parties and may not be modified except in writing signed by both parties or by the acknowledgment of email received by both parties. No other representations or promises have been made except those that are set out in this agreement.

If any part of this agreement is adjudged invalid, illegal, or unenforceable, the remaining parts shall not be affected and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto agree to the terms and conditions as described above and have caused this contract to be signed on the dates indicated in the online booking form, but effective as of the effective date.