



BRENDACALABRIA@GMAIL.COM  
315-719-4096

78 SOUTH MORRELL AVE  
GENEVA NY 14456

Spouses: \_\_\_\_\_ & \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Wedding: \_\_\_\_\_

Rehearsal: \_\_\_\_\_

This Ceremony Agreement (the "Agreement") is made between Brenda Calabria (the Officiant) and the Spouses identified above with respect to Spouses' wedding or commitment ceremony scheduled as detailed above.

The Officiant warrants that she is recognized as a legally ordained minister; fully qualified to officiate at weddings in the State of New York.

**SERVICES:** The parties agree that the Officiant will

- a. work with the spouses by e-mail, telephone or in person for no more than an hour to allow them to prepare or choose their custom service. Officiant has sample services available for the spouses or the spouses may choose to modify the samples, create a ceremony or use one of their own choosing. The Officiant reserves the right to refuse any service that she is not comfortable performing, at which time a refund will be made to the spouses.
- b. officiate a rehearsal and perform a marriage ceremony for the spouses on the above-referred to dates, times and location
- c. arrive at the wedding location approximately 30 minutes prior to the time of the scheduled service;
- d. dress in a black cassock or black suit;
- e. **not** attend pre and post wedding activities (other than rehearsal of ceremony).
- f. provide a keepsake copy of the ceremony on parchment
- g. provide the above-referred to rehearsal and ceremony services for the fee of \$\_\_\_\_\_ under the terms of this agreement. To reserve the date, a non-refundable retainer of \$50 shall be remitted with this agreement. Said retainer will be deducted from the ceremony services fee.
- h. that the responsibility of filing this certificate with the appropriate jurisdiction's office is solely that of the Officiant. The Officiant is legally obligated to return the completed license to the office where the license was obtained by the spouses via US Postal Service within 2 days of the wedding ceremony. For privacy reasons, Officiant does not maintain copies of the marriage license. In the event that the marriage license is not received by the appropriate jurisdiction's office, Officiant will cooperate with the Spouses and appropriate jurisdiction's office to resolve the issue. Cost for replacement license, if any, will be assumed by the Spouses.
- i. give permission to the spouses to use her likeness in any photographs, videos or other recording media in any manner for any purpose they wish.

the spouses will

- a. obtain a valid marriage license from the appropriate jurisdiction for which the ceremony will be performed and shall provide such valid marriage license to the Officiant to review and execute at the rehearsal or prior to the ceremony. The Officiant cannot and will not perform a marriage ceremony without receiving the appropriate valid marriage license prior to the ceremony.
- b. pay the full balance of the fee at least seven (7) days prior to the ceremony. Payments may be made by cash or check. Checks shall be made payable to Brenda Calabria.

**SCHEDULE:** The "Ceremony Start Time" is considered the anticipated Start Time and not Guest "Arrival" or "Invitation" time. Spouses agree that the Ceremony shall begin within thirty (30) 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 Ceremony must be communicated in writing by Spouses and approved by Officiant in writing before it is confirmed.

**FEES AND DEPOSIT:** A non-refundable deposit equal to fifty (\$50) dollars is to be paid upon execution of this Agreement at which point Officiant will commence services. The full balance of any unpaid fees shall be received by Officiant prior to the start of the ceremony. If Spouses 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 Ceremony.

Deposit is transferable to another date and time as long as Spouses requests change in writing at least seven (7) days prior to the Ceremony 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 Spouses.

**CANCELLATION AND REFUNDS:** Cancellations must be communicated in writing. If written notice of Cancellation of Services is provided by Spouses at least seven (7) days prior to the Ceremony date, all fees paid in excess of the Deposit will be refunded. 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 Spouses. If in the event that Officiant must cancel this Agreement for Services, Spouses shall be refunded the full fees paid for the Services.

**ADDITIONAL TERMS:** If the Ceremony includes a sand ceremony, unity candle, flower ceremony and/or any other special feature, Spouses is responsible for furnishing all equipment needed to perform such feature(s).

**IMAGE RELEASE:** Spouses agrees that Officiant may use any images and stories from the Ceremony for any means of promotion, including advertising and display on websites or blogs, unless otherwise stated by Spouses. Spouses waive 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 Spouses or Ceremony 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 Ceremony. Spouses agrees to be responsible for all guests and attendees at the Ceremony and the acts of the guests and attendees. Spouses agrees to pay for any and all injury or damages arising out of the Ceremony, except to the extent of any negligence or misconduct by Officiant.

**LIMITATION OF LIABILITY:** Spouses agree 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 Spouses only.

**INDEMNITY:** Spouses agree to indemnify, defend and hold harmless Officiant 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 Spouses' 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 New York.

**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.

IN WITNESS HERE, the undersigned have executed this Wedding Ceremony Agreement as of the date stated.

Dated: \_\_\_\_\_

Spouse: \_\_\_\_\_

Spouse: \_\_\_\_\_

Brenda L. Calabria, Officiant, \_\_\_\_\_