



Terms & Conditions Agreement

DEFINITION:

For the purposes of this agreement, the term CUSTOMER is defined as the PERSON RESPONSIBLE FOR PAYING FOR THE RENTAL AND/OR SERVICES, REGARDLESS OF THE INVOLVEMENT OF THE CUSTOMER'S AGENT IN THE ORDERING, RECEIVING, USE OR OTHER HANDLING OF THE GOODS RENTED OR SERVICES RENDERED. The DEALER is The Wedding Shop by Uniting Happiness, LLC. CUSTOMER'S AGENT is any third-party working for, or representing, the customer including, but not limited to, the customer's employees, caterers, clubs, florist, hotel/motel representatives, and the agent's employees.

PRICING:

Most quoted prices cover a one-day charge. Rental orders are available for pickup at 3pm the day prior to the event and due back by 6pm the next business day. Longer rental times can be negotiated.

RESERVATION:

Reservation of rental items and/or booking of services is not guaranteed without a deposit and accepted Terms and Conditions Agreement. Any monies paid to Dealer is considered as acceptance of The Wedding Shop's Terms and Conditions Agreement policies.

VENDOR GENERAL REQUIREMENTS:

- The Wedding Shop is a community over competition company and encourages community vendors to partner with us in our planning efforts.
- Client(s) may select any vendor from the Preferred Vendor List or one of their choosing.
- All vendors must adhere to the terms of our guidelines, and it is the client's responsibility to share these guidelines with them.

PERMISSION: The Dealer gives permission to the Couple to use his/her likeness in any photographs, videos or other recording media in any manner for any purpose they wish. Likewise, the Couple gives permission to the Dealer to use their likeness in any photographs, videos or other media for marketing purposes.

TRAVEL: Travel outside of Bay County, or more than 20 miles from The Wedding Shop, may result in an additional mileage fee.

RESPONSIBILITY: It is your responsibility to provide us with contact names, telephone numbers and any scheduled timetables for all service providers involved in the wedding ceremony/reception no later than 7 days prior to the wedding or upon signing of this agreement. It is also your responsibility to notify us of any changes in a timely manner. We shall not be held liable for any changes made by you or your selected service providers.

FORCE MAJEURE:

To protect the safety and well-being of all concerned, The Wedding Shop reserves the right to cancel the event in the face of a major act of God, such as, but not limited to, hurricanes and floods, with a transfer of funds/payments to a new date. No refunds.

BINDING ARBITRATION AND HOLD HARMLESS AGREEMENT:

- The Client(s) agrees to indemnify and hold The Wedding Shop by Uniting Happiness, LLC, its officers or agents, harmless from suit, actions, damages, and expenses resulting from personal injury, illness, property damage, or theft resulting from the use of the facility or it's rental item. These may include, but not limited to accident, injury or damage to property arising from any act of the Client(s) or Client's guests, whether intentional or negligent, which occur during use. Client(s) agree to pay all attorney fees incurred by The Wedding Shop and representatives in defending any such claim or action brought against The Wedding Shop and representatives.
- Client(s) will pay the cost of all repairs caused by damages to the rental items, site, adjacent grounds or facilities due to negligent action of any type on the part of Client(s), its employees, licensees, or invitees.

SERVERABILITY:

If any provision of the agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforces as so limited.

APPLICABLE LAW:

This agreement shall be governed by the laws of the State of Florida.

PAYMENT:

A payment option selection along with the associated deposit will be required to book services or reserve rentals. Deposits are non-refundable. Monies are considered earned on the due date and are also non-refundable. Deposits and payments received by the due date are non-refundable. However, changes can be made to the order and most monies paid to date can be transferred to those changes with the exception of:

- High-demand or special-order items; no refunds or transfer credits within 60 days of the event.
- Other order items can be changed up to 30 days prior to the event without losing transfer credits.
- All orders should be finalized by 7 days before the event to avoid additional rush or restocking fees.
- Orders changed after items have been pulled and/or loaded may be subject to 25% restocking fee.

PAYMENT OPTIONS

*****For orders less than \$1,000 (excludes venue rentals)*****

- Deposit required: 50%
- Final balance due 7 days prior to the event date or rental pickup/delivery date.

*****For orders over \$1,000 (excludes solo venue rentals)*****

50/50 Plan:

- Deposit required: **50%**
- Final balance due **30 days** prior to event date or rental pickup/delivery date.
- **5%** discount applied to final payment if **BOTH** payments were made on time and with cash or check.
- **\$40** late fee for final payments not received within 3 days of the due date.
- **\$35** NSF fee for returned checks. Late fees may also apply.

Thirds Plan:

- Deposit required: **1/3 or 34%**
- **33%** due **60-days** prior to event date or rental pickup/delivery date. Remaining balance due **30-days** prior to event date or rental pickup/delivery date.
- No discount options.
- **\$40** late fee for final payments not received within 3 days of the due date.
- **\$35** NSF fee for returned checks. Late fees may also apply.

*****Financing option for orders over \$8,000*****

- Deposit required: **25%**
- **10%** financing fee on the amount financed (Event total – deposit = amount financed)
- Remaining balance split into equal monthly payments starting 2 months after the month the deposit is received. If an event is more than 14 months out, at the time of the deposit, the first payment will start 12 months prior to the event date.
- Final balance must be received no less than 30 days from the event date.
- Financing terms: 6 – 14 months
- **\$40** late fee for payments not received within 3 days of the due date.
- **\$35** NSF fee for returned checks. Late fees may also apply.
- Due 1st of each month

CHECK PAYMENT: In the event your check is dishonored or returned for any reason, you authorize us to electronically (or by paper draft) re-present the check to your bank account for collection of the amount of the check, plus any applicable fees as permitted by state law.

CREDIT CARD PAYMENT: We accept all major credit cards.

*****All deposits are non-refundable, and some may be non-transferrable.*****

CHANGES AND CANCELLATIONS

To Date/Location:

In the event the bridal couple is forced to change the date of the wedding, every effort will be made by The Wedding Shop to transfer location reservations, sub-contractors, if The Wedding Shop is available on the new date. The bridal couple agrees that in the event of a date change, any expenses including but not limited to, deposits and fees that are non-refundable and non-transferable are the sole responsibility of the bridal couple. There may also be additional charges above and beyond those set in the original contract. The bridal couple further understands that last minute changes can impact the quality of the event and The Wedding Shop is not responsible for these compromises in quality.

If the bridal couple changes the date/location of the wedding and we are unavailable to provide services, then The Wedding Shop is released from all contract obligations and shall in no way be held responsible or liable for non-performance. The couple also forfeits all costs for non-compliance with this agreement.

To Rentals:

Customer may make changes to rental order at any time. However, order changes may be subject to a restocking fee, additional labor fee, or loss of deposit, based on the date of change, the type of items changed, and whether the changes increase or decrease the order. Customers may cancel rental items at any time. However, cancelled orders may be subject to a restocking fee or loss of deposit, based on the date cancelled and/or the type of item rented.

- Orders containing HIGH-DEMAND or special-order items (i.e. chairs, tents, tables, arbors, etc.) can be cancelled more than 60 days prior to the event with a forfeiture of deposit or monies paid to date.
- Changes made to HIGH-DEMAND or special-order items less than 60 days from the event will result in a forfeiture of 50% of the rental price, monies paid to date, or the full cost of the special-order item, whichever is more.
- Items cancelled on delivery will not be refunded.
- No refunds for unused items on the day of the event.

To Services:

- If the wedding is cancelled, refunds are limited to unearned fees, funds in excess of unused or non-refundable fees and out-of-pocket expenses. If you cancel less than 30 days before the wedding, there will be no refund. If the wedding is not cancelled, there will be no refund.

Cancellation must be submitted in writing.

Rental Conditions

PICK UP AND DELIVERY: Normal pick-up/return hours are Monday-Saturday between the hours of 9:30 AM and 6:00 PM. Pick up for a single day rental can usually be picked up after 3pm the day prior and returned by 6pm the following business day unless otherwise agreed to. Customer pick-up and return to The Wedding Shop's location is always free. An additional fee will be charged for delivery/pick-up to a location by The Wedding Shop staff. If delivery/pick-up is not possible during normal hours, a special delivery service can be arranged for an additional charge.

- Curbside deliveries are made to a dock, garage, door or other location readily accessible to our trucks.
- Deliveries to locations not readily accessible to our trucks may require an additional charge.

- Deliveries will be made to a staging location mutually agreed upon by Customer and Dealer.
- Deliveries for weekend events may require early drop-off, and these delivery dates and times *remain flexible until the week of the event*.
- For Dealer pickup, rental items should be located in the same staging location mutually agreed upon by Customer and Dealer. Rental items should be packed and stacked in the same manner in which they were delivered. Otherwise, an additional charge may apply.
- Deliveries will be curbside and require the Customer, or Customer representative, to be present. Same is true for pick up.
- We offer setup & teardown of rented items for an additional fee. Requires advance arrangement.
- There is an additional fee for sandy beach delivery or if stairs are required for the drop off location.
- We offer event design services for an additional fee. Requires advance arrangement.
- An order processing fee may apply for orders placed or changed after 12:00 PM (noon) on the day prior to the day the items are to be received by the Customer.

PRIOR TO PICKUP OR RETURN:

- All china, glassware, utensils, etc., should be refuse-free and placed in their same delivery containers.
- Linens should be dry and food and particle-free to prevent mildew and staining (includes food, gum, tape, staples, etc.) **DO NOT PLACE LINENS IN A PLASTIC BAG.**
- Additional charges will apply when extraordinary cleaning and/or repair of rental items is required (removal of wax, gum, tape, glue, staples, etc.)
- A \$10 per linen cleaning charge will be assessed for any linens returned with stains or excessive dirt.
- Replacement costs will apply when rental items are returned in a condition making them un-rentable including linens returned with wax stains or mold.
- All personal items and items from other vendors should be clear of the Dealer's pickup area.
- Items belonging to customers must be picked up within 10 days of the event.

RESPONSIBILITY: Customer assumes responsibility for the following:

- Rentals throughout the rental period, from time of delivery through time of pickup or return.
- Replacement cost of damaged and/or lost rental items.
- Additional charges for extraordinary cleaning and/or repair of rental items.
- Returning shortages located after pick-up. Replacement costs will be applied at the time of invoicing. Credit for returned shortages will be applied after shortages are returned, inspected and inventoried.
- Picking up personal items returned to Dealer. Customer will be notified regarding items not belonging to Dealer. Customer must pick-up these items within ten (10) business days of the event. Items not collected within ten (10) business days will be discarded.
- Counting and inspection of items at the time of delivery and prior to pickup/return. This responsibility **DOES NOT** fall to the Customer's agent.

- Reporting order errors to the office prior to the time of the event (leave voicemail after hours). Damages/shortages not reported prior to the event will be charged to the Customer.
- Should Dealer purchase items specifically for the purpose of filling an order, customer is responsible for the rental charge on that item, even if cancelled.
- Items returned late may be assessed additional rental fees.
- Provide the correct size, dimensions, or colors needed for rental items.
- Rental items that are damaged, lost and/or stolen, the Customer will be invoiced for the cost of repairs plus 20% or the full replacement cost.

Venue Rental Conditions

Set up and clean up must be completed within your rented time. Venue is available for hourly rental with a 2-hour minimum or a full day.

Rental dates will not be held until such Deposits are paid in full.

DAMAGE INSPECTIONS & EXCESSIVE CLEAN UP:

- Following the conclusion of the event, a Wedding Shop representative shall perform a daylight inspection of the site rented by the Client(s). If the event concludes in the evening or at such time when representatives from The Wedding Shop are unable to conduct said inspection, then a daylight inspection of the space shall occur on the following day after the event. If the inspection reveals that there is damage to the space, The Wedding Shop will provide Client(s) with a written itemization of damages claimed, a written itemized estimate of the cost of repairs, and the amount of additional funds due from Client to pay for the repair of damages.
- The Wedding Shop and its representatives assume no responsibility for any property placed on the premises or any property that is left on the premises after the event is over.

ALCOHOL:

- Client(s) agrees and warrants that there shall be NO CONSUMPTION OF ALCOHOL BY PERSONS UNDER THE AGE OF 21. Client(s) agrees to refuse to allow alcohol to be served to, or consumed by, any person who is visibly intoxicated or under 21 years of age. Client(s) shall monitor all service, if any, of alcohol and specifically acknowledges the Client(s) is solely liable for the consumption of any alcohol by any person on the premises and that such liability shall extend to any aspect regarding the consumption of alcohol. The Wedding Shop may ask guests to identification to verify age and reserves the right to ask the entire party to leave if (1) a minor is consuming alcohol; (2) an adult is providing alcohol to a minor; or (3) a guest(s) appears intoxicated and refuses to leave the premises. Drunken/Violent disturbances are prohibited and subject to immediate removal from the premises and possible termination of event without refund.
 - If liquor is SERVED at an event, the bar tender must be licensed or permitted to do so.
 - If alcohol is SOLD, Client(s) must obtain a temporary liquor license thirty (30) days prior to the event.
 - Illegal substances are not allowed at any time on the premises.

- Client shall indemnify and hold The Wedding Shop harmless from all liability for improper use of alcohol.

CLEANING:

- Remove any food or drinks from the refrigerators and microwaves, clean up any spills or leftover food (including inside the appliances).
- Custodial items can be found in the kitchenette.
- Remove all trash and food from venue before leaving.

DJ's/BAND/MUSIC:

- Client(s) may hire a DJ or band if desired, however music levels must not exceed unreasonable levels which may disturb neighboring businesses during operating hours.

DÉCOR:

- All decorations must be removed without leaving damages. Tape, zip ties, ceiling grid clamps, and floral/fishing wire is recommended.
- Client(s) or its vendors are responsible for providing any needed setup equipment, such as ladders and supplies.

PROHIBITED ACTIVITIES:

- The Wedding Shop is a non-smoking venue. Smoking will be permitted only in designated areas outside. Vaping is not permitted inside.

SITE FURNISHINGS:

The Wedding Shop is decorated for your enjoyment. Removal of the property's items is prohibited. Any damages to items belonging to The Wedding Shop will be charged to the customer and must be paid for within 7 days of notification. Please be kind and leave things as you left them, so others may enjoy them as well.

Service Conditions

PERFORMANCE: In the event that a scheduled Service provider, i.e. Officiant, Photographer, Planner, etc., is unable to perform the Couple's wedding ceremony due to illness, hospitalization, accident, transportation breakdown or other unforeseeable causes, he/she will make every attempt to notify the Couple and arrange for another qualified Service provider to perform the Couple's ceremony. In such an event that no substitute is available, all monies paid by the Couple to the Service provider will be returned and the Couple hereby agrees that the Service provider will not be held liable for any damages (including punitive) due to the non-performance of the ceremony or function.

Officiant Services

The Officiant warrants that he/she is a professional Officiant; recognized as a legally ordained minister and/or a Florida State Notary Public; fully qualified to officiate at weddings in the State of Florida.

- The Officiant shall arrive at the wedding location approximately 15 minutes prior to the time of the scheduled ceremony.

- a. Officiant is prepared to dress in the manner that suits the style of your wedding, provided it allows him/her to present a dignified image in keeping with the character of the rite of matrimony.
 - b. Service includes travel within Bay County, Florida (additional travel fee may be charged outside of Bay County, Florida), the ceremony itself, and time needed for required legal paperwork (maximum 15 minutes).
 - c. An agreed upon date prior to the ceremony for rehearsal will be billed at \$100 per hour if Couple wants rehearsal.
- The Couple understands that they must 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. The Officiant will file the completed certificate with the county clerk's office. The marriage license is to be returned to the County Clerk's office where the license was obtained by the Couple within 10 days of the wedding ceremony.

Photography Services

Outside photographers are not permitted when using a Wedding Shop photography service without written consent of The Wedding Shop.

PHOTOGRAPHY RELEASE: Customer will be provided with a written print release when the completed photos are distributed to the Customer. **The Wedding Shop does not grant permission to alter, resale or use the photographs in a manner that would exploit or cause malicious representation towards the company and associates. No raw or unedited images will be released.** Edited .jpg photos will be provided through a secure online gallery.

PHOTOGRAPHER BREAKS: For every four hours worked, the photographer is allowed one 15-minute break. For every six hours worked, the photographer must be provided with a meal and adequate time to eat that meal.

COPYRIGHT: The Wedding Shop shall own the copyright in all images created and shall have the right to make reproductions. The Wedding Shop shall only make reproductions for the Client or for the Photographer's or affiliate's portfolio, samples, self-promotions, entry in photographic contests or art exhibitions, editorial use, website, on various social media outlets or in print for promotional purposes, or for display within or on the outside of the Photographer's studio.

DELIVERY: Final images are delivered to the client through an emailed link to an online gallery. The client will be provided with a print release.

Planning/Coordinate/Designing Services

The Event Order Form will provide the full scope of work.

CONDITIONS:

As your planners, we understand our roll will be that of your advisors and coordinators. You, the bridal couple, will make all the selections of supplier/service providers. All suppliers or service contracts will be between the bridal couple and the vendor unless booking an all-inclusive event through The Wedding Shop. You will make all payments directly to the service providers/vendors and NOT to The Wedding Shop. Though we strive to create relationships with the best vendors, we cannot guarantee any service provider's performance or product.

ACKNOWLEDGEMENT:

By signing this form, the customer agrees to the previous statements and accepts the terms of this contract. In the event that The Wedding Shop must pursue legal collection enforcement, the customer agrees to pay all legal fees and costs for trial. The customer also agrees that this matter will be litigated in Bay County, Florida.

Printed Name: _____
Signature: _____
Date: _____ Contact Phone Number: _____