



REVEREND
Kim Tavendale
ORDAINED MINISTER & WEDDING CELEBRANT

Terms & Conditions

1. For a legal marriage or civil union to take place, the Couple *must* obtain a valid licence from the County Clerk in any Colorado county. The licence is valid for **35 days** in any Colorado county, including the day of issuance. The Couple understands that the Couple must appear together, in person, at the Clerk's office to obtain the licence and that the licence is necessary for a valid marriage or civil union. In the event that no licence is presented to the Officiant prior to the ceremony, the ceremony can be performed as a Commitment Ceremony with no legal standing. The legal marriage or civil union can be performed as soon as the licence is produced at a later date for an additional fee of **\$200.00**.
2. The Couple will furnish all materials needed for any rituals or unity/inclusion ceremonies, such as candles, lighters, ribbons, wine and glasses, sand or containers, etcetera. If the Officiant is asked to furnish any items for rituals, the Couple agrees to reimburse Officiant at her cost, including any tax and shipping.
3. Travel Fees are calculated at **\$1 per mile** of distance only between the Officiant's residence and the Ceremony Venue's address. The Travel Fee is applied per day of travel.
4. A **\$200.00 Retainer** is required to secure the Officiant's availability on the ceremony date and time. The Retainer paid is deducted from the Package Fee, and is non-refundable under any circumstances. Once the Retainer is paid, the Couple's date and time is locked in for that ceremony.
5. If the Wedding Date and/or Ceremony Start Time should change, the Couple agrees to inform Officiant at the earliest opportunity, and if Officiant has availability for the new date and/or time, she will move the ceremony. If the Officiant is not available on the new date and/or start time, she will provide an alternative officiant if an associate officiant is available. If Officiant or associate officiants have no availability for the new date and/or start time, then the Couple is free to obtain another officiant, but the Retainer is non-refundable, and refunds of any Balance Paid follows as per Section 12.
6. The Officiant's availability for rehearsals is dependent upon other ceremony bookings and prior engagements. Please advise the Officiant of the rehearsal date and time as early as possible to avoid scheduling conflicts. If a rehearsal is required and Officiant is unable to attend due to scheduling conflicts, Officiant will send an associate officiant or assistant to conduct the rehearsal, or otherwise prepare a step-by-step rehearsal guide for your coordinator to follow.
7. Payment of the balance of the package fee is preferred **twenty eight (28) days**, and due a minimum **fourteen (14) days**, before the ceremony date, and is payable by cheque, credit card or online through PayPal. If the Couple wishes to pay by cash on the Wedding Day, this arrangement must be agreed upon at time of Contract.
8. Payment of the balance in cash may be made up to **fifteen (15) minutes** before the ceremony begins. Cheques and credit cards are not acceptable forms of payment of the Balance or Package Fee on the Wedding Day. Failure to pay the balance **fifteen (15) minutes** prior to the agreed ceremony start time will cause Officiant to leave and not perform the ceremony for reasons of non-payment.
9. Please note that returned checks will incur an additional Returned Check Fee of **\$35.00** per item.
10. Upon receipt of the Balance of the Fee and all materials requested, Officiant will prepare and send to the Couple a draft ceremony for their review and approval. Officiant agrees to work with the Couple to edit and rearrange the ceremony as needed with full participation of the Couple. The Couple have the final say as to their satisfaction with the ceremony and the ceremony will be performed faithfully as directed by the Couple, in accordance with all applicable laws.
11. If Officiant is unable to perform the ceremony on Wedding Date due to unforeseen circumstances, such as illness or accident, natural disaster or breakdown of transportation, she will use her best efforts to find another officiant available on the Date who will faithfully perform the ceremony as scripted and approved, but will have no other liability. In the event of the Officiant not being able to perform the ceremony and find a replacement Officiant despite best effort, the Couple are free to use the approved wedding ceremony script provided by Rev. Kim Tavendale and obtain a replacement themselves, and a refund of **25%** of the Balance Paid (the Package Fee minus the non-refundable Retainer) will be given. Acts of God that result in the cancellation of the ceremony on the Wedding Date will be eligible for a refund of 25% of the Balance Paid if the wedding is not rescheduled for a date the Officiant is available.
12. Should the Couple cancel Rev. Kim's services or change their Date and/or Time to one the Officiant is not available **one hundred twenty (120) days** or more before the Wedding Date, a refund of **100%** of the Balance paid (the Package Fee minus the non-refundable Retainer) will be given; **ninety (90) days** before the Date, a refund of **50%** of the Balance paid will be given, and if services are cancelled **sixty (60) days** before the Wedding Date, a refund of **25%** of the balance paid will be given. No refund will be given if cancelled **forty five (45) days** or less before the Wedding Date.



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13. The Ceremony Start Time is the time the Couple wishes the ceremony to begin. Officiant agrees to be at the wedding site a minimum of **fifteen (15) minutes** before the ceremony is scheduled to begin for Silver Packages and above. The Officiant will remain on site for a maximum of **one (1) hour** after the scheduled ceremony start time for Platinum and Gold Packages, **thirty (30) minutes** for Silver, and **fifteen (15) minutes** Bronze Packages. Should the Couple require the Officiant to remain on site, a fee of **\$50 per fifteen (15) minutes** applies, payable by cash or credit card.

14. The Couple agree that should the ceremony be delayed more than **fifteen (15) minutes** from the agreed start time, a Late Charge Fee of **\$50.00 per fifteen (15) minutes** or part thereof is due. Should the ceremony be delayed more than **forty five (45) minutes**, the Officiant will leave in order to fulfill additional obligations on time, and no refund will be due or given. The Officiant retains the right to shorten the ceremony to fit the balance of time available. If the Couple have secured an Exclusive Day or a Platinum Package, delays do not affect performing the whole ceremony.

15. In case of inclement weather, such as rain, snow, sleet, hail, lightning, excessive wind, or extreme heat or cold, the Officiant may, at her discretion, shorten the ceremony in order to complete the marriage formalities and avoid weather issues. If the ceremony needs to be moved indoors, the Officiant will try to resume the ceremony at a natural point and complete the ceremony to fit in the available time.

16. All members of the wedding party, guests, service providers, and vendors will be expected to conduct themselves in a legal, responsible and respectful manner. Unacceptable adult behavior includes intimidation, verbal or physical threats, screaming directed at a person, fighting, throwing of objects, use of obscene profanity, intoxication, disorderly or illegal conduct, or violence or behaviour that poses a threat to the safety of any person. This type of behaviour may, at the Officiant's discretion:

- a. Be cause for immediate cancellation of the ceremony and forfeiture of any and all retainers and fees paid, and/or
- b. Incur an additional fee, relative to the duration of the behavior, calculated at \$20.00 per minute, payable in cash, before the ceremony is performed or completed, and will be considered as fair compensation for 'Hazardous Duty'.

17. In the event the Officiant cancels the ceremony due to an excessive delay in start time or bad behavior, the Client's use of the ceremony script is forfeit, and no refund of any fees paid will be given.

18. The Couple recognises the Officiant's copyright on the ceremony written for them and may not copy, distribute or otherwise disseminate the ceremony, in full or in part, without express permission of the Officiant.

19. The Officiant will, at all times, endeavour to provide the utmost professional service to the Couple for their ceremony. The Officiant is not liable for any errors or omissions that may occur during the ceremony or for any damages as a result beyond the amount of the Balance Paid.

20. If the bride and/or groom appears intoxicated or otherwise impaired, the ceremony will be cancelled and all fees forfeited. Persons under the influence of alcohol, drugs or medications may be judged to be incompetent and not legally able to enter into contract. Any member of the wedding party that appears to be under the influence of alcohol or drugs may be asked not to participate in the ceremony, and may not sign the licence as a witness.

21. Officiant agrees that the Couple and their Photographer and/or Videographer may use any photographs, video or other images containing Officiant at or around the ceremony as they choose. The Couple shall provide Officiant one photograph or image, either of them, or of the wedding ceremony, or of them and the Officiant, to use on her web site or in printed and online materials. No one shall owe or receive any compensation for the use of any such photographs or images. The Photographer and/or Videographer are invited to supply a logo and web address for credit of their image(s).

22. Officiant warrants that she is a minister, ordained by and in good standing with the Universal Life Church in Modesto, CA, a religious denomination, as required to solemnize marriage under Colorado law, and all associate officiants are also so ordained.



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VALID FROM 01 JANUARY 2017