

# Wedding Contract

## WEDDING CONTRACT INSTRUCTIONS

This Wedding Contract shall be filled after completion of a \_\_\_\_\_. And before \_\_\_\_\_, and before the start of work performed. It constitutes a pro forma Contract between \_\_\_\_\_ [Wedding Planning Company], hereafter "Wedding Planner" and \_\_\_\_\_ [client], hereafter "Client", at the location defined as the Venue. All sections of this Form are mandatory unless specified otherwise, and non-applicable fields must be filled with "N/A". Failure to fill and sign this form may result in nullification of terms, compensation, or replacement with another Form.

## DEFINITIONS

The following terms, including abbreviations, legal phraseology, acronyms, and specific words or phrases are sometimes used in this Contract, and carry specific meanings as defined in this section. Terms used within this Contract will be presumed to be understood, and Parties agree to look up or consult with legal counsel to obtain full understanding of all terms, even terms not listed in this section.

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## PARTIES

The Wedding Planner and the Client, defined below, and sometimes referred to in this document as "Parties", intend to enter into this legally binding Painting Contract, hereafter sometimes referred to as "Contract", on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, sometimes referred to in this document as "Effective Date."

The party consisting of \_\_\_\_\_ [company name], with residence address \_\_\_\_\_, with phone number \_\_\_\_\_ and email address or other contact information:

\_\_\_\_\_ Shall be known within this Contract as "Client," and is the party issuing liquid and other considerations in exchange for promises made by the other Party.

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The party consisting of \_\_\_\_\_ [full name], with address of residence \_\_\_\_\_, with phone number \_\_\_\_\_ and email address or other contact information:

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Shall be known within this Contract as "Wedding Planner," and is the party issuing covenants, promises, and performing or causing to be performed acts, beneficial to the other Party in exchange for liquid and other considerations.

## VENUE

The primary location where the acts of work are to be performed is

\_\_\_\_\_ [full  
address],

hereafter sometimes referred to as the "Venue".

And the description of specific sub-locations, including but not limited to: buildings, walls, floors, or rooms included or excluded, or specific areas which warrant further description in order to further refine the defined Venue with regards to the scope of this Contract, is as follows:

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Security Access to the Venue is provided via the following protocol and procedure:

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And the Schedule of Allowed Access of the Wedding Planner to the Venue is:

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## FULL KNOWLEDGE AND UNDERSTANDING

The Parties acknowledge that by signing this Contract, they form a legally binding contract which stipulates that each party has read and understands fully all clauses within this Contract. To foster complete understanding, all reasonable measures are taken:

### Time to Review

This Contract, signed by the Wedding Planner on the Date indicated by the signature, shall remain ready to sign by the other Party, without changes, for a Review Period of \_\_\_\_\_ days after the Offer Date, for the Parties to have time to fully consider the contract. During this time, it is encouraged for the Client to seek legal advice and fully read and understand the contract, as well as all rights and privileges that are available to the Client in the absence of this Contract.

During the Review Period, the Client may Accept this Contract by signing and returning a copy of the duly signed Contract to the Wedding Planner, either through paper or electronic means.

### Expiration

After 11:59 PM on the last day of the Review Period, if Acceptance is not received by the Wedding Planner, this Contract will automatically be considered voided.

## Time to Revoke

A period of \_\_\_\_\_ days "Revocation Period" after Acceptance by the Wedding Planner is designated for the unconditional revocation of this Contract. During this period, the Wedding Planner may, at any time, and for any reason, at their own discretion, nullify this Contract by notification of the Client in writing by paper or electronic means. The expiration of this Revocation Period is after 11:59 PM on the last day of the period.

## ENTIRE CONTRACT

This Contract is the entire Contract as of the Effective Date, between Parties, and supersedes and replaces any prior Contracts, representations, and or warranties, express or implied, written, or oral, and such other Contracts are voided, with the exception of the attached addendums listed below:

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## TERM

The Contract will be effective starting on this "Effective Date" of the \_\_\_\_\_<sup>th</sup>/<sub>rd</sub> of \_\_\_\_\_, 20 \_\_\_\_, and continue its effect until the "Expiration Date" of the \_\_\_\_\_<sup>th</sup>/<sub>rd</sub> of \_\_\_\_\_, 20 \_\_\_\_, or if stricken out, the effect will remain in perpetuity, until nullified by a separate binding act of nullification.

The Wedding date is set for the \_\_\_\_\_<sup>th</sup>/<sub>rd</sub> day of \_\_\_\_\_, 20 \_\_\_\_\_.

## WORK TO BE PERFORMED

On the Work Venue and Principal Place of Business defined as \_\_\_\_\_ [address and specific location], the Wedding Planner agrees to perform the scope of work for the Client, defined within the Wedding titled herein, with consideration for such work defined below, "Consideration," and milestones and deadlines for the start of work term \_\_\_\_\_ [date] and end of work term \_\_\_\_\_ [date]

Wedding Planner agrees to cause or perform the following acts of work, in exchange for Consideration given by the Customer, subject to each act and considerations' respective terms and conditions, which are described within this Article, and are sometimes referred to in this Contract as "Wedding."

The Wedding description and/or package selection is as follows:

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The following tasks, milestones, and schedule are included within the duties of the Wedding Planner. Without which, the Considerations may not be issued, in whole or in part, by the Client to Wedding Planner.

<b>Task</b>	<b>Completion Criteria</b>	<b>Start Date - End Date</b>

**CONSIDERATION**

In exchange for the completion of tasks defined herein "Wedding Planner's Duties," the following considerations are offered by the Client to Wedding Planner. Each Consideration may be contingent upon reaching a particular milestone as defined below.

<b>Item</b>	<b>Consideration</b>	<b>Contingent upon Milestone (if any)</b>

**CHANGE FEES**

Changes in tasks listed in the Work to be Performed section can be made up to \_\_\_\_\_ days before the Wedding Date.

Changes made to \_\_\_\_\_ shall be subject to a fee of \_\_\_\_\_ if made less than \_\_\_\_\_ days before the wedding date.

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### **BOOKING RETAINER**

A booking retainer of \_\_\_\_\_ shall be paid by the Client to the Wedding planner, no later than \_\_\_\_\_. After payment, the Booking Retainer will be used to pay for expenses required to arrange the venue, catering, and other planning tasks. The Booking Retainer shall be refundable until a time of \_\_\_\_\_, after which, it shall not be refundable.

### **TRAVEL EXPENSES**

Client will be responsible for the payment of all travel expenses, including increases in ticket fares, package rates, changes in accommodation costs, and any other third-party expenses.

### **NONWAIVER**

Failure of Parties to insist upon strict performance of the terms, covenants, and conditions herein contained, or to exercise rights implied or expressed within this Contract shall not be deemed a waiver of any Parties' rights or remedies herein, or any prior or subsequent rights or remedies.

### **SUBCONTRACTING**

[  ] If elected, Parties agree that Wedding Planner may assign and/or subcontract work and acts defined in Wedding parts within this Contract, including:

\_\_\_\_\_  
\_\_\_\_\_

And excluding:

\_\_\_\_\_  
\_\_\_\_\_

And if **NOT ELECTED**, Wedding Planner may not assign and/or subcontract any work and acts defined in Wedding Articles within this Contract.

### **PHOTOGRAPHY CONTRACT ATTACHED**

[  ] Attached is a child contract for photography services, with fees that have been included in the consideration for this Wedding Contract.

[  ] No Photography Service Attached. Photography services are not included in the fees, or duties expected of the Wedding Planner, as per this contract. If Photography Services are desired, the Client must request separately.

### **NO GUARANTEE**

Parties acknowledge that the Wedding Planner does not guarantee success or completion of the Wedding, or favorable result of any duties or tasks as part of the Wedding Contract, and Wedding Planner will only make a reasonable good faith attempt to cause said duties, tasks and reasonable factors and indicators of success to be favorable.

## PRIVACY POLICY

The privacy policy of the Wedding Planner is stated here for duplicate measure:

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## DISPUTE RESOLUTION

The venue for any disputes relating to or arising from the contract will be in the local jurisdiction where the Work is created. When a legal action arises from the Contract, the prevailing party shall be awarded reasonable attorney fees and court costs from the non-prevailing party.

If a dispute arises from this Contract and parties are unable to resolve their dispute, then both parties hereby agree to seek mediation prior to filing a lawsuit. Mediator(s) should be a neutral third party which is mutually agreed upon and chosen between both parties.

If either party initiates a lawsuit without attending mediation, then that party shall not be entitled to recovering attorney fees and court costs even when otherwise entitled parties agreed to seek first mediation as a solution for any disputes.

If both parties attend mediation and are unsuccessful in reaching a mutually agreeable resolution, then both parties agree to attend legally binding arbitration. In this case, the arbitrator shall be mutually agreed upon by both parties and be experienced in residential real estate law and shall include a written record of the arbitration hearing. By initialing the spaces provided in both parties agree to attend arbitration if mediation is not successful. If both parties elect this arbitration clause and one party initiates a lawsuit without attending arbitration, then that party shall not be entitled to recovering attorney's fees and court costs even when otherwise entitled.

INITIALS \_\_\_\_\_ [Client] \_\_\_\_\_ [Wedding Planner]

## FORCE MAJEURE

Parties will NOT be deemed in breach, or to have liability, or need to perform services, if the reason of the breach, liability, or failure to perform services, is due in whole or part to: acts of God, worker strike, supplier delay or lack of availability, regulation or regulation changes, war, epidemic, weather, unavoidable accidents or any other cause outside of the control of the Wedding Planner or Client.

## GOVERNING LAW

This Contract is subject to the law of \_\_\_\_\_, and specific statutes:

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Any terms, covenants, promises, and provisions, whether express or implied, are voided if contradicted by governing law. Parties are not obliged to comply with any terms that violate any Governing law or cause any illegal action. If any terms are voided due to governing law, this does not affect other terms of this Contract, and all other terms of the Contract within reason shall remain in full effect.

