



## **DESTINATION WEDDINGS OF ORLANDO, LLC SERVICE TERMS AND CONDITIONS**

1. Our Company's legal name is Destination Weddings of Orlando, LLC. We also D/B/A (do business as) Florida Wedding Services, Magical Elopements and Beach Weddings in Florida. Any reference to "us", "we", "our", "DWO", "FWS", Florida Wedding Services, Beach Weddings in Florida, Magical Elopements and Destination Weddings of Orlando includes Destination Weddings of Orlando, LLC, its subcontractors, affiliates and suppliers. Any reference to "couple", "you" or "customer" includes bride, groom, family members, friends or any person accessing and using this web site to reserve any service offered by Destination Weddings of Orlando, LLC.
2. Holidays: We do NOT accept reservations for beach packages with decorations during popular "beach" holidays and holiday weekends; for example, Memorial Day/Weekend, 4th of July, Labor Day weekend etc. Contact us first to find out if your date is possible.
3. A Nonrefundable Deposit is required to reserve our services or a package. Although the deposit payment is discounted from the total package price, this money is not a payment for future service but is a compensation for the services you will receive as soon as you reserve our services. These services may include your initial consultation, access to private and privileged information about our services and the time spent on planning and assisting with your reservation. In summary, when you pay your deposit, this payment covers the services provided to you before the actual ceremony service.
4. The balance (total minus deposit) is due ONE MONTH prior your ceremony date. If you are reserving for a ceremony ONE MONTH or LESS away, you must pay in full at the time of the reservation in order to hold your date. If you are reserving a special offer, please read the special offer's terms and conditions for details of payment required.
5. Our prices and packages' content are subject to change anytime without notice. Couples that reserve NOW are subject to CURRENT package descriptions and CURRENT prices. **After you reserve and pay your deposit, future changes DO NOT affect you.**
6. Postponements:
  - You may postpone your event only once for a later date as long as you give us 60 calendar days advanced notice - subject to OUR calendar availability. **Your MUST give us your new date at the time of your postponement.** Your new date cannot be more than 6 months away from your original date. New dates are subject to our availability; you must pick a date that we do have open.
  - If you postpone your event more than 60 calendar days away from your event date for any reason, you can apply your deposit, minus location and vendor's penalty fees if applicable, towards a future ceremony date no more than 6 months away from your original ceremony date. New dates are subject to availability.
  - If your package includes or you pay additional for a Florida Marriage License by Mail service and the Clerk of the Courts has already issued your license, you might need to pay for a second license because licenses' valid dates cannot be changed.
  - If you reserved a package which includes a paid location, you may lose those fees subject to the location cancellation/postponement rules.
  - Special offers and discounted services and packages cannot be postponed for a later date. If you would like to postpone your ceremony for a future date and are giving us the required advanced notice as stated above, you may use the money already paid towards a future date BUT you would need to reserve a regular-priced package instead; the discounted package cannot be postponed.

7. **No Shows are NOT refundable and will not be rescheduled.** If our team shows up to the ceremony location, our job is considered complete and there are no refunds unless the bride and/or groom ONLY (does not apply to guests or third-parties regardless of relation) were involved in a medical emergency **themselves**. In that case, we will try to accommodate you for a future date, but no refunds are possible. Proof of hospitalization will be required. If your ceremony was scheduled at a paid location, you might lose your location fees subject to the location's rules. Also, you might need a new marriage license.
8. Cancellation Policy:
  - Deposits are NOT refundable and are NOT transferable under ANY circumstances - no exceptions - if you cancel your reservation you do not get your deposit back.
  - If you paid in full and cancel your reservation more than 60 calendar days away from your ceremony date, all monies will be refunded within 60 days from your cancellation date **except** for the nonrefundable deposit, marriage license fees and any location fees or penalties if applicable.
  - If you cancel your ceremony with 60 days or less advanced notice, no refunds will be given under any circumstances.
  - Florida Marriage License by Mail Service fee is NOT refundable under any circumstances.
9. Only what's listed under each package description is what's included. Do NOT make assumptions. If you have questions, please ask us before you reserve. You will receive a final confirmation via e-mail within 14 days after a signed agreement and applicable payment is received with a summary of what's included with your reservation. From time to time, we revise our services and packages to accommodate new demands. **These changes DO NOT affect current reservations.** Your package and service agreement stays as contracted unless you request a change or upgrade in writing.
10. Officiant: We cannot guarantee a specific Officiant, gender or religious denomination. Your Officiant will be assigned based on availability and is subject to change anytime if an emergency situation arises and no refunds, partial refunds or compensation should be expected.
11. **PHOTOGRAPHY & VIDEOGRAPHY AGREEMENT:**
  - When you reserve our services, it is understood that DWOO is the exclusive photographer and/or Videographer for your event. YOU CANNOT BRING YOUR OWN PHOTOGRAPHER OR VIDEOGRAPHER NOR ASK A THIRD PARTY WITH PROFESSIONAL EQUIPMENT TO "FILL-IN" AS AN ADDITIONAL PHOTOGRAPHER OR VIDEOGRAPER.
  - Family and friends are welcome to use their nonprofessional cameras FROM A DESIGNATED AREA in a discrete and respectful way. However, Any person(s) with professional equipment will be asked to put the equipment away until our services are completed or we will gladly wrap-up our services and let them "take over" and no refunds should be expected.
  - Photography and videography are sold separate. Packages with photography only DO NOT include videography; these are TWO different services!
  - Photography included with our packages includes a CD or DVD with your photos. You will receive your CD or DVD with your photos approximately 2 months after your ceremony sometimes sooner or longer depending on our work schedule.
  - You will always receive photographer's choice of what he/she considers the best pictures. Although we always try to provide you with as many photos as possible, we cannot guarantee you will receive a specific photo/shot taken or a specific number of pictures.
  - Photography and videography work is sold "as is". There are no refunds or partial refunds if you are not satisfied with your photos and/or video. Although we strive for high quality work, due to elements out of our control, such as weather, guests' cooperation, natural lighting, etc., it is not always possible.

- In the unlikely event of equipment malfunction or any other situation that will prevent us from delivering NO photos and/or NO video footage at all, our liability and compensation is limited to a refund of monies paid for the photography and videography portion of your agreement only.
  - If you booked a special offer where either the photography or videography was advertised as FREE, NO compensation should be expected at all.
  - Our staff WILL NOT operate other people's electronic equipment including but not limited to cameras, radios, video cameras, etc.; Please be respectful to our staff and don't ask.
  - Photography or videography taken by Destination Weddings of Orlando, its employees and subcontractors becomes property of Destination Weddings of Orlando and can be used to our discretion for marketing and promotion purposes, under the appropriate laws and regulations.
  - Customers that purchase a Master CD are licensed to make unlimited print reproductions for noncommercial purposes only; however, they are NOT authorized to make additional copies of the CD. Additional CD or DVD copies must be purchased through Destination Weddings of Orlando. If a friend or family member wants a CD, he/she must purchase one from us.
  - Photography included with our packages is ceremony photography only; the photographer will start taking pictures when the ceremony begins until the ceremony ends. If time and weather permits, he/she will also take immediate family and bridal party photos if applicable followed by bride and groom only photos. Photography DOES NOT include reception coverage or a second location. ALL photography is taken at the ceremony location and must be completed within an hour to the photographer's discretion. You may extend photography and/or videography time or add a second location for an added fee if requested with advanced notice.
12. Please be aware that most outdoor locations we service are open to the public and are not private venues. There are NO private beaches in Florida. We cannot guarantee the availability of public parking, handicap access or the state of the beaches (i.e. crowds, tides, seaweed, etc).
13. LATE START: **IT IS NOT "OK" TO ARRIVE LATE – IT IS RUDE TO YOUR VENDORS**. Your ceremony has been given a specific start time and our team expects to start working right on time. As much as we like to you feel that this is "your day", you might not be the only couple we are working with on your wedding day. If your ceremony starts late, we will shorten the length of your ceremony service to accommodate other responsibilities we may have. Traffic congestion or not knowing where you are going is NOT an acceptable excuse. If you are not familiar with the ceremony location, visit the site ahead of time and give yourself additional driving time in case of traffic congestion. Any ceremony that has not begun within 30 minutes after the scheduled time may be cancel with no refund.
14. ACTS OF NATURE:
- In case of weather-related emergencies (hurricanes, tropical storms, etc), you will be given the opportunity to postpone your event for a later date and/or time subject to our calendar availability.
  - Destination Weddings of Orlando, LLC reserves the right to postpone or cancel your ceremony in the event that a Tropical Storm or Hurricane Watch OR Warning is placed anywhere in the State of Florida and/or if we feel that weather conditions are potentially hazardous for our team, for YOU and YOUR guests.
  - There are NO REFUNDS and we are NOT liable for expenses, damages and/or money lost due to Inclement weather, (hurricanes, tornados, high winds, etc.) area evacuation, emergencies, duty or other calamity that may result in cancellation/ postponement of the event.
  - We highly recommend you purchase **wedding insurance** as an inexpensive alternative to recover your investment in case of permanent cancellation due to unavoidable events.

#### 15. Rain and weather policy:

- If it rains during your ceremony, we will try to complete our services the best we can. All services must be completed the day of the ceremony at the ceremony location. There are no reschedules or postponements after our team has arrived to the beach. Postponement requests due to inclement weather require a 24-hour notice and are subject to our team's availability.
- DWOO does not have an indoor location and does not provide a backup or indoor location. If you prefer the use of an indoor/backup location in case of inclement weather, it is YOUR responsibility to arrange one.
- Decorations and chairs cannot be moved from the beach to your backup location. If you prefer to have your decorations arranged at your backup location instead of the beach, you must contact us at (321) 283-5838 Ext. 2 before we arrive to the beach to make your request. Depending on the package, we might need at least 4 hours advanced notice.
- We do not issue refunds if you cancel your wedding, if we cannot proceed with our services as scheduled or if your decorations cannot be used for the ceremony due to inclement weather. It is highly recommended you purchase wedding insurance ([www.WedSafe.com](http://www.WedSafe.com)) when planning a destination or outdoor wedding.

#### 16. Additional Fees

- **Beach permit fees are NEVER included with ANY of our packages/services.**
- Private parking or hotel parking fees are not included with our services and must be paid before the ceremony starts. If there is a parking fee and you want us to perform the ceremony there, complimentary parking spaces must be arranged for our team.

#### 17. ATTENDANCE LIMITS: Some packages and services have an attendance limit.

- Beach Elopements are priced for couples with no guests and no bridal parties. Exceptions include couple traveling with their underage children.
- Small Beach Weddings are priced to service a maximum of 40 guests plus bridal party.
- The Orlando Lakefront Elopement accommodates the bride and groom only – no guests.
- The Orlando Botanical Garden package accommodates a maximum of 22 people total – this includes the bride and groom. If you wish to have a bridal party, it should not exceed 4 people total.
- The Orlando Botanical Garden Small Wedding Package is priced to accommodate a maximum of 75 guests plus bridal party.
- Babies, infants and small children DO count towards your attendance total.
- If your actual attendance exceeds your attendance limit, additional fees may apply and will need to be paid for in before your event begins in CASH. We are NOT responsible and there are NO refunds issues if a paid location denies access to their facilities because you exceeded the maximum attendance limit.

#### 18. Beach Location Requests:

- Any location requests must be agreed to before you submit your reservation. Do NOT reserve or pay your deposit if we have not agreed to your specific beach ceremony location first. All location requests are subject to approval by DWOO. In the event we do not approve your ceremony location, your ceremony will be held at a suitable location assigned by DWOO.
- If you wish to have your ceremony at a different location we suggest; for example, behind your hotel, resort, leased property, you are responsible for obtaining required authorization from the owners/management and the City or County if applicable.
- If you arranged a beach location for your ceremony, our team must be provided with at least two paid parking spaces at your location. Street or metered parking is NOT acceptable.
- We will not drive on the beach whether it is allowed or not.

- Suggested/Assigned Pinellas County Locations: DWOO must submit a permit request for all special events no later than 2 weeks before your event date. DWOO is NOT responsible if the County/City/Park denies our request and refuses to issue a Permit. In the event that a permit request is denied, DWOO will work with the couple in trying to find a suitable location nearby for their wedding.
  - We are NOT responsible if the State, City or County your are planning to have your beach ceremony at change their rules, policies or operating hours.
19. Rehearsals requests: **Rehearsals are NOT included** with ANY packages and they are not available with Elopements. They are available for an additional \$400.00 subject to availability. The simply fact that you booked a wedding does not guarantee that we have availability for a rehearsal as well. All rehearsals are scheduled during the week (Monday through Thursday) around midday, subject to our calendar availability.
  20. Balances - We reserve the right to hold pending work including photography if there is a balance due including additional fees (late fees, travel fees, exceeded attendance, etc.) until payment is received.
  21. NO silk rose petals or confetti! You may use FRESH rose petals on the beach (NOT allowed at park or garden locations). Other locations you may use bubbles instead.
  22. NO FIREWORKS, NO ALCOHOLIC BEVERAGES, NO FOOD, NO BEVERAGES, NO GLASS CONTAINERS, AND NO PETS ARE POSSIBLE AT THE BEACH OR GARDENS.
  23. The bride and groom assume full liability for any property damage done to our equipment by themselves, their attendants and/or their guests before, during or after the ceremony, and agree to reimburse property owner for such damage.
  24. The bride and groom releases Destination Weddings of Orlando and its owners, contractors and employees and assume full liability for any personal damages done to themselves, third-party vendors or any guests before, during or after the ceremony.
  25. Destination Weddings of Orlando reserves the right to terminate this agreement anytime for any reason. If Destination Weddings of Orlando, LLC decides to terminate this agreement without the customer's initial request, DWOO's liability is limited to a full refund of service fees already received from the customer. There are NO refunds and NO compensation if the couple decides to void this agreement. Approved refunds are always sent no later than 90 days after the cancellation date.
  26. Destination Weddings of Orlando reserves the right to sell or transfer this contract to another wedding vendor anytime for any reason.
  27. Legal Questions - We are not licensed attorneys, therefore, cannot provide information about the legality of your Florida Marriage in the State or Country you reside. If you have any legal questions about getting married in Florida, please contact your local Clerk's office, Courthouse or seek legal advice through a licensed attorney. The information on this web site about Marriage License is taken from Florida's Clerk of the Courts web sites and might not be accurate or might have changed since the time we collected the information.
  28. This agreement cannot be changed or modified without Destination Weddings of Orlando written consent.
  29. You are require to read this agreement AND our website's FAQ's before reserving our services.
  30. When you submit your deposit payment, you are confirming that you have read, understood and fully agreed with the Service Terms and Conditions Listed on this agreement.