



Rev. Marcie D. B. McDonald, M. Div.

(503) 351-8572

revmcdonald@wedding-minister.net

www.wedding-minister.net



AGREEMENT made this _____ of _____, 20____, by and between _____ and _____, hereinafter referred to as the Purchasers, and Rev. Marcie D. B. McDonald, hereinafter referred to as the Officiant.

WITNESSETH NOW THEREFORE, in consideration of the promises and the agreements herein contained and intending to be legally bound hereby, the Parties do agree as follows:

1. The Purchasers hereby engage Rev. McDonald to officiate the wedding of the above named parties. The service is to be performed at Event Location:

(Venue): _____

(Address): _____

(Phone #): _____

2. Rev. McDonald hereby agrees to officiate the wedding of the Purchasers at the above-mentioned location.

3. The said Officiating Service shall consist primarily of a ceremony as agreed upon by both parties.

4. Rev. McDonald hereby agrees to render her professional services and return the completed marriage license to the appropriate County office within the time frame required by law when a legally recognized marriage has taken place.

5. The Parties hereby agree that the Officiating Service shall be provided and accepted on the following date(s) and time(s) of the engagement:

Wedding Date: _____.

Time: _____ AM/PM

Rehearsal Date: _____.

Location (if different from above): _____.

Time: _____ AM/PM

6. The Purchasers in consideration of the Officiating Service to be rendered by Rev. McDonald, and the mutual promises contained herein, hereby agrees to pay to Rev. McDonald the following consideration:

A non-refundable deposit of \$ _____, is required to secure the services of Rev. McDonald for the engagement. This amount shall be applied toward the Fee.

The Fee is \$ _____ for the wedding and rehearsal as outlined above. Payment in full is due the day of the wedding, though it may be paid early without penalty.

Additional Terms and Conditions

The agreement of Rev. Marcie D. B. McDonald to officiate the wedding is subject to proven detention by accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond her control. If such circumstances arise, all reasonable efforts will be made by Rev. McDonald to find a replacement officiant at the agreed upon fees. Should Rev. McDonald be unable to procure a replacement, Purchasers shall receive a full refund. Purchasers agrees that in all circumstances, Rev. McDonald's liability shall be exclusively limited to an amount equal to the officiating fee and that Rev. McDonald shall not be liable for indirect or consequential damages arising from any breach of contract.

All deposits are nonrefundable if cancelled within 90 days of the engagement unless the Officiant cancels the engagement.

The purchaser and Officiant agree that this contract is not subject to cancellation unless both parties have agreed to such cancellation in writing. In the event the Purchasers breaches the contract, he or she shall pay the Officiant the amount set forth above as in #6 as liquidated damages, 6% interest thereon, plus a reasonable attorney's fee.

It is hereby further agreed; that the Purchasers shall be held liable for any injury or damages to the Officiant, or property of the Officiant, while on the premises of said engagement, if damage is caused by Purchasers or guests, members of their organization, engagement invitees, employees, or any other party in attendance, whether invited or not.

It is understood that if this is a "Rain or Shine" event, Rev. Marcie D. B. McDonald's compensation is in no way affected by inclement weather. The Officiant reserves the right, in good faith, to stop or cancel the performance of the ceremony should the weather pose a potential danger to her or the audience. Every effort will be made to continue the performance of the ceremony. However, safety is paramount in all decisions. The Officiant's compensation will not be affected by such cancellation.

In the event of circumstances deemed to present a threat or implied threat of injury or harm to the Officiant or any participant, Rev. Marcie D. B. McDonald reserves the right to cease performing the ceremony. If the Purchasers is able to resolve the threatening situation in a reasonable amount of time (maximum of 15 minutes), the Officiant shall resume performance of the ceremony in accordance with the original terms of this agreement.

Purchasers shall be responsible for payment in full, regardless of whether the situation is resolved or whether the Officiant resumes performance of the ceremony.

Purchasers Initials _____ Rev. Marcie D. B. McDonald _____

In the event of non-payment, Rev. Marcie D. B. McDonald retains the right to attempt collection through the courts. Purchasers will be held responsible for all court fees, legal fees, and collection costs incurred by Rev. Marcie D. B. McDonald. Purchasers shall be charged \$25 for each bounced check plus a \$7.50 service charge for each collection notice.

This agreement guarantees that the Officiant will make every effort to be ready to perform at the start time of the engagement or within 15 minutes afterwards. No guarantee is made as to the Officiant's time of arrival; however, Rev. Marcie D. B. McDonald usually arrives 15-30 minutes before the engagement. The Officiant will make every effort to contact the Purchasers if there will be a delay that will cause her to arrive later than the agreed upon time.

Because the Officiant often is legally bound to appear for more than one event on the same day, it is imperative that the wedding start within 30 minutes of the official start time. If the wedding does not start within 30 minutes of the agreed upon time, the Officiant reserves the right to leave in order to fulfill other obligations.

Engagements within the Portland/Vancouver metropolitan areas will not be assessed a travel charge. Services requiring travel outside of this area will be charged \$_____ for travel expenses. Engagements in Excess of 250 miles or late in the day will require accommodations be made for an overnight stay in a local hotel/motel for Rev. Marcie D. B. McDonald to be provided by Purchasers and approved by the Officiant.

Special provisions & Additional Services Requested

Purchasers Initials _____ Rev. Marcie D. B. McDonald _____

By executing this contract as Purchasers, the person executing said contract, either individually, or as an agent or representative, represents and warrants that he or she is eighteen (18) years of age, and further, if executing said contract as agent or representative, that he or she has the authority to enter into this agreement and should he or she not have such authority, he or she personally accepts and assumes full responsibility and liability under the terms of this contract.

This contract will supersede any other contract. If any part of this contract is illegal or unenforceable, the remaining provisions of this contract will remain valid and enforceable to both parties. This contract contains the entire agreement between the parties and no statement, promises, or inducements made by any party hereto, or agent or representative or either party hereto, which are not contained in this written contract, shall be valid or binding. This contract shall not be enlarged, modified, or altered except in writing by both parties and endorsed hereon.

The laws of the State of Oregon shall govern this agreement. Purchasers agree to defend, indemnify, assume liability for and hold Rev. Marcie D. B. McDonald harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to Rev. Marcie D. B. McDonald's officiating. In the event that a civil action arises in an effort to enforce any provision of this agreement, the losing party shall pay the attorney's fee and court costs of the prevailing party. Purchasers may not transfer this contract to another party without the prior written consent of Rev. Marcie D. B. McDonald. This agreement is not binding until signed by at least one of the Purchasers and Rev. Marcie D. B. McDonald has received it. Any changes must be written and signed by both the Purchasers and Rev. Marcie D. B. McDonald. Oral agreements are non-binding. If any clause in this agreement is found to be illegal, the rest of the agreement shall remain in force. Rev. Marcie D. B. McDonald may elect not to exercise her rights as specified in this agreement. By doing so, Rev. Marcie D. B. McDonald does not waive their right to exercise those options at a future date.

THE PARTIES hereto promise to abide by the terms of this agreement and intend to be legally bound thereby.

Purchasers:

Signature

Printed Name

Signature

Printed Name

Signature

Rev. Marcie D. B. McDonald, M. Div.