

CONTRACT TERMS

DEFINITIONS: Herein "ABW" shall refer to A Beach Wedding \$95, its successors and assigns. Clients as listed in this Agreement and any persons acting on behalf of the client will collectively be referred to as "Client" herein. "Vendor" shall refer to all services offered through ABW. "Agreement" or "Contract" refers to this document, together with the (1) Confirmation letter sent in reply to your, (2) Reservation Request Form submitted online, and (3) TERMS posted at <http://www.BeachWed.com>.

1. This Agreement is binding on Client upon acceptance of any payment to ABW. A Client signature is not required. Client shall make a non-returnable retainer to reserve a date. Additional payments are due in the amounts and in the manner specified in this Contract. Monies paid are not returnable. In the event of a cancellation, monies are kept as liquidated damages.
2. ABW shall provide only the services listed in this Contract. Prices confirmed will be "locked-in" except where the cost for a Vendor, service or product may change due to annual increases or special circumstances. Upon notification by ABW, Client may accept the price increase or decline the service or product and receive a credit on Client's account; this will not affect other services and products in this Agreement. Any tax or permit increases instituted by the State of Hawaii will automatically be added to any balances due.
3. Full payment must be received on or before the date services are to be performed. Any services or products added to this Contract shall require payment as determined by ABW. ABW may cancel this Agreement if payments are not made as specified herein. If provided for in this Agreement, payments made on the day of coverage must be made before coverage begins in cash, US dollars only. If a balance is not paid, a penalty fee of \$50 will be charged then and for each successive day until payment is made; any marriage license will not be processed until full payment is received. Returned or dishonored check fee is \$25.00.
4. Coverage and Ceremony start times are listed in this Contract. Coverage will end at the end of the listed time or when a service has been fulfilled, as determined by Vendor. If ceremony begins before the scheduled start time, the start time shall correspond to the earlier time. If Client arrives late and/or is not ready to proceed at the ceremony start time for any reason other than that caused by ABW, Client will be automatically charged for extra coverage time in 30 minute increments or where a Vendor charges by the hour or by the service, a fee equal to \$50 or 50% of the service, as determined by ABW. ABW is not liable for the amount of work performed or for services partially or not performed, if Client is late for any reason; no monies will be returned. ABW does not guarantee the availability of Vendors to stay longer than their Contracted time as listed in this Contract if Client is late.
5. State of Hawaii DLNR beach wedding permits are the responsibility of Client and Client must show proof of permit, when applicable, before any services can be performed, unless Client requests ABW to apply for the permit. If Client elects to secure their own permit, proceeds without a permit or disregards the terms and conditions of an approved permit, Client accepts all responsibility and liability to the State of Hawaii and will be solely responsible to pay all fees, fines and assessments levied by the State of Hawaii made against ABW. Once a permit has been applied for by ABW, it cannot be revised and no monies will be returned. If changes are required, a new permit will be obtained from DLNR with applicable fees charged to Client. Client is responsible to obtain permits, when applicable, for all private sites contracted by Client and to inform ABW of all rules which may affect the ABW services Client ordered.
6. All changes to this Contract are made at the sole discretion of ABW. Deletion of a vendor(s) service or product by the Client will be charged a fee equal to 50% of the Contract price for that service. Current Contract terms at the time of any service or product revision will be replaced by applicable revised ABW terms in force. Any payment shall signify agreement to Contract changes. ABW does not guarantee that any requested changes can be made.
7. ABW uses services and products provided by independent Contractors. ABW makes no warranties nor shall be liable for any service, products, cancellations or non-performance except as provided for herein. Vendors have sole discretion on how their services are performed. ABW will not accept any "request list" or "work list" for the performance of Vendor services and it will not be a party to the fulfillment of Vendor duties. ABW has the right to replace vendors at its sole discretion. Client agrees to comply with all rules and requirements and government laws and statutes.
8. All ABW transportation departs from and returns to Waikiki unless otherwise specified in this Agreement. Client is responsible to notify ABW of transportation pick-up location upon check-in. Failure to do so may result in non-service; no monies will be returned. If ABW-provided transportation is waiting and Client does not board by the departure time confirmed upon check-in or the departure time leaving the event at the conclusion of Vendor services is delayed by Client, Client will be responsible for all late fees assessed and extra coverage, if any.
9. ABW is the official photographer/videographer, if Client orders image capture services. Cameras or other image capture devices are not allowed during portrait sessions or where ABW photographer or video is performing directed work. Photos by others will be permitted for the ceremony at the discretion of ABW vendors. ABW is not responsible for the quality of work created or not created in Client's disregard of this part and may leave the site immediately; no monies will be returned. A website of digital images for selection of those to be printed by our contract professional processing lab will be posted within 1-2 days. Digital image files on CD are formatted JPEG files for printing at most consumer photo labs. All original images are cropped and corrected for color and exposure to ABW standards as needed. Disk production time is approximately 1-2 days after the event or a paid order is received; images then become the property of the Client. Video production and completion is approximately 3 days to 2 weeks from the event date.
10. ABW shall have the right to use in perpetuity, all images, photographs, video, or other forms as yet to be determined, in whole or in part, in any original form or as modified, distorted or changed with optical illusions, including Client name and/or fictitious name, for any lawful purpose, private or commercial, in connection with ABW name, a fictitious name or by a third party, and without obtaining a further waiver or right to inspect the finished product by Client. Client waives any right of privacy and right of publicity associated with the use of any image and agrees to protect and hold ABW harmless from any claim relating or resulting from the use of photographs, images, likeness, name, and/or statements, and including any liability for what might be considered misrepresentation or defamation due to any distortions, alterations, optical illusions or faulty reproductions. Client is solely responsible for any claims in these regards made against ABW by any viewers of online images or guests and participants in the event and shall defend ABW to the full extent. Client, his/her successors and assigns, are licensed to make reproductions from original materials created by ABW for personal enjoyment only. Other uses including commercial, business or any other use conceived in the future is strictly prohibited unless agreed to in writing by ABW. No rights are given for any original artwork created by ABW unless specified in this Agreement. ABW reserves the right to make additional terms and/or new terms and charges for additional uses not specifically agreed to in this Agreement.
11. All print orders made through the website we made for you must be made within 30 days of the event date. After 30 days the selection website will be removed and re-posting fee of \$25.00 will be charged for an additional 30 days. ABW is not obligated to keep images online beyond 30 days, however we do archive images for up to one year. Client may elect to purchase a CD of original unedited images during that time at prices posted online.
12. Cancellation due to weather is at the sole discretion of ABW. No monies will be returned for non-performance of services under this Contract if Client is delayed by traffic, parking availability, site and location accessibility or availability or any condition outside the control of ABW. ABW will not be held liable for any act of God or force majeure.
13. If an event is performed at a private location retained by Client, Client shall provide reserved on-site parking for each Vendor and ensure that full entry access is secured at least 1/2 hour before the event. Non-access may result in a service being delayed or not being performed; no monies will be returned. A \$10 parking fee for each Vendor will be charged for any location that requires paid parking.
14. Client must be available to accept delivery of items not delivered to the ceremony site at an agreed time and place. Agency will not coordinate or accept deliveries from non-ABW vendors. ABW is not liable or responsible for items not delivered because of non-acceptance by the Client, by representatives of a paid facility secured by Client or any assign of Client.
15. Client is solely responsible for all vendors, facilities and services Client retains independently. ABW will not be liable for work performed or not performed by ABW due to the actions of non-ABW secured vendors or sites. Client is responsible for clean up of all services not provided by ABW. For a fee of not less than \$50, ABW may provide clean up at the sole discretion of ABW.
16. If for any reason, a Vendor determines work may be performed in unreasonable, dangerous or unsafe conditions, for lack of security, with unruly guests or other persons, or disregard for the law, Vendor(s) may terminate the coverage and leave the site; no monies will be returned. Client will be liable for the cost of any damage caused by the actions of their guests and/or participants.
17. Handwritten terms by ABW take priority and where there are other terms contained in agreements used by ABW or where there may be conflicting terms, the most favorable to ABW will apply. Failure of ABW to enforce any of the terms of this Contract shall not constitute a waiver of any of these terms. In the event of a mistake made in the calculation of the total amount for services, the corrected cost of the service will be due and such a change will not affect the validity of this Contract. Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby. Liability of ABW is solely limited to the refund of monies paid by Client. Any legal claim by Client shall be limited only to monies previously paid to ABW and shall not exceed that amount. The terms of this Contract shall be governed solely under the jurisdiction and by the laws of the State of Hawaii.
18. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral agreements, correspondence or written agreements, as attested by the signatories below:

Date _____ for Client _____ for ABW