



**Port Charlotte Mobile Notary &
Southwest Florida Notaries
P O Box 380842, Murdock, FL 33938-0842
Wedding Service Agreement**



THIS AGREEMENT executed this _____ day of _____, 20____ by and between Southwest Florida Notaries and/or Ronald Gillis (hereinafter "SW FL NOTARIES") and THE COUPLE to be married _____(Groom) and _____(Bride) (hereinafter "THE COUPLE").

NOW, THEREFORE, FOR AND IN CONSIDERATION of mutual promises and agreements contained herein, THE COUPLE hires SW FL NOTARIES under the terms and conditions hereby agreed upon by both parties:

Section 1 - Definition(s)

1.1 Service: Notarial Wedding Ceremony or Wedding Service as described in this section and *Section 4.1 Wedding Services*, hereinafter "SERVICE" or "SERVICES"

Section 2 - Work To Be Performed

2.1 Term: SW FL NOTARIES has been hired to perform a SERVICE for THE COUPLE on the date of: ____ / ____ / 20____ at the Eastern Standard/Daylight Time of: ____:____ AM/PM at the location of: _____, FL

2.2 Duties: SW FL NOTARIES agrees to perform the SERVICE for THE COUPLE at the date, time, and location set in *Section 2.1 Term*. The chosen SERVICE will be:

___ SW FL NOTARIES Formal Vows - Traditional

___ SW FL NOTARIES Informal Vows - Alternate

___ THE COUPLES Choice of Vows - NOTE: If this selection is chosen, and the SW FL NOTARIES officiant is to say the vows, THE COUPLE agrees to give SW FL NOTARIES a copy of their vows by E-mail, fax or mail at least 24 hours in advance of the SERVICE, and confirm SW FL Notaries has received such copy.

2.3 Officiant: Because SW FL NOTARIES uses both genders for officiants, and realize some couples want a specific gender to perform the SERVICE, either gender is satisfactory unless the following officiant is specified:

___ Man only

___ Woman only

___ Either gender is satisfactory

2.4 Liquidated Damages: The following shall be construed as liquidated damages only and shall not in any way be deemed a penalty, but only a reasonable estimate of either the anticipated or the actual loss from breach of this Agreement. In the even the complete SERVICE specified in *Section 1.1 Service* and *Section 4.1 Wedding Services* of this Agreement, or any other agreed upon amendment in writing only is not performed timely as specified herein, THE COUPLE shall be entitled to the SERVICE at no charge except



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one-half (1/2) of non-refundable fee listed in *Section 3.2 Non-Refundable Deposit* by SW FL NOTARIES, or SW FL NOTARIES shall reimburse THE COUPLE for SERVICE provided by another person or company, not to exceed amount listed in *Section 3.2.a SUB-TOTAL*. If any other verbal only Agreement is made and not performed, or this contract is not in written form, no damages (\$0.00) whatsoever will be paid by SW FL NOTARIES to THE COUPLE under any circumstances. This contract must be in written form, and signed by both parties. Faxed or copied form shall be accepted as an original as stated in *Section 5.3 Copy as Original*. If any money is due under this section, it will be paid in full within ninety (90) days of SERVICE agreed upon date as specified in *Section 2.1 Term*.

Section 3 - Compensation

3.1 **Compensation:** In consideration of the SERVICE, THE COUPLE agrees to pay SW FL NOTARIES the following fees:

- ___ Ceremony Fee \$_____ .00
- ___ Travel Fee \$_____ .00
- ___ After hours Fee \$_____ .00
- ___ Weekend Fee \$_____ .00
- ___ Holiday Fee \$_____ .00
- ___ Other Fee \$_____ .00

SUB-TOTAL Compensation \$_____ .00 (at Agreement initiation time not including late fee)

___ Late Fee \$_____ .00 *

Late Fee based on THE COUPLE showing the Notary non-expired valid ID and marriage License presented to Notary and SERVICE ready to begin at the agreed upon time stated in *Section 2.1 Term*. If not ready on-time then the following late charges apply:

- 0 - 14 minutes late - \$ 00.00
- 15 - 29 minutes late - \$ 30.00
- 30 - 59 minutes late - \$ 75.00
- 60 minutes late & over \$ 100.00 + \$2/minute billed in 5 minute increments
\$10/5 minutes



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3.2 Non-Refundable Deposit: To consider the date & time “booked” THE COUPLE agrees to pay SW FL NOTARIES a non-refundable deposit of \$ 40.00 if *Section 3.2.a SUB-TOTAL* is below \$85.00, otherwise \$ 80.00 for \$85.00 or above. This can be paid by the following payment methods:

Cash Check * Must be received by SW FL NOTARIES at least 30 days prior to SERVICE and be drawn on a US bank.

Visa MasterCard

Credit Card #: _____ Expires ____/____/20

Security # on back of card: _____ Amount charged: \$ _____ .00

Credit Card Name: _____

Credit Card Address: _____

address cont. _____

address cont. _____

Cardholder Signature: _____

Other _____ Other _____

3.2.a SUB-TOTAL Compensation due at SERVICE before late charge & after deposit: \$ _____ .00

(Total compensation minus deposit but before late charge is known at Contract Initiation time)

3.2.b TOTAL Compensation due including late charge (to be completed at SERVICE time): \$ _____ .00

3.3 Termination: Upon termination of this Agreement by THE COUPLE for any reason, non-refundable deposit shall be forfeited to SW FL NOTARIES and such monies shall not be returned to THE COUPLE. Upon termination of this Agreement by SW FL NOTARIES for any reason, prior to SERVICES, deposit shall be returned to THE COUPLE, and that amount shall be included as part of any amount due, if any, to THE COUPLE as mentioned in *Section 2.4 Liquidated Damages* and *Section 5.2 Default*.

3.4 Taxes: SW FL NOTARIES is an Independent Contractor and shall be responsible for his/her own taxes, worker’s compensation, and any other employment taxes or fees.

Section 4 - Type of Services

4.1 Wedding Services: SW FL NOTARIES and THE COUPLE agree the only services provided will be a



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SERVICE as defined in this section and *Section 1.1 Service*. Unless agreed upon, and in writing, no other services including rehearsal will be provided. SERVICES shall include all of the following: 1) Reading out loud of the vows for THE COUPLE or standing and observing THE COUPLE reading out loud their vows (vows to be determined at the discretion of THE COUPLE as stated in *Section 2.2 Duties* of this Agreement); 2) completion and notarization of Marriage License; and 3) filing the Marriage License with the appropriate governmental authority. SW FL NOTARIES and THE COUPLE agree that it is the responsibility of SW FL NOTARIES to file the Marriage License in a timely fashion (usually ten [10] days) with the appropriate governmental authority, but can choose to allow THE COUPLE to take and file the Marriage License. If this is done, THE COUPLE assumes responsibility for the timely filing of the Marriage License, not SW FL NOTARIES and this provision shall be considered completed and fulfilled. Unless amended and agreed upon in writing and signed, no other services or Agreements shall be performed or guaranteed.

Section 5 - Miscellaneous Provisions

- 5.1 **Contact & Communication**: Both SW FL NOTARIES and THE COUPLE agree to communicate any “last minute” changes, including vow selection, date, time, location or fees, at least twenty-four (24) hours in advance of the SERVICE. Both parties agree to call the other, unless one call has already been made, the night before the SERVICE to verify there are no “last minute” changes. If there are changes, a re-execution of this Agreement in writing or written amendment to the Agreement shall be done. The last executed Agreement or amendment(s) shall supersede any previous executions of this Agreement or amendment(s).
- 5.2 **Default**: In the event of a default under this Agreement, the defaulted party shall reimburse the non-defaulting party for an amount not to exceed the amount listed in *Section 3.2.a SUB-TOTAL* or in *Section 2.4 Liquidated Damages*, excluding without limitation, attorneys’ fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing party shall be reimbursed by the other party for all costs and expenses incurred in connection with the suit or action, including without limitation, reasonable attorneys’ fees at the trial level and on appeal. Under no circumstances shall any Agreement or amendment by verbal means not completed or not fully



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completed, be considered a Default or partial Default as specified in this section. All Agreements or amendments must be in writing.

- 5.3 Copy as Original: Both parties agree that any reproduction, fax, or copy of this Agreement shall be considered equal to and the same as the original for enforceability. In other words, any completed & fully signed version of this Agreement shall be the same and equal to the original as if it was the original.
- 5.4 Waiver: No waiver of any provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by both parties.
- 5.5 Governing State & County: This Agreement shall be governed by and shall be construed in accordance with the Laws of the State of FLORIDA, and the County of CHARLOTTE.
- 5.6 Enforcement: If any provision(s) of this Agreement is/are held unenforceable, then such provision(s) will be modified in writing to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

WITNESS OUR SIGNATURES, and executed this _____ day of _____, 20_____.

SW FL NOTARIES

THE COUPLE - Groom

THE COUPLE - Bride

Please PRINT the following information

THE COUPLE

Groom Name : _____

Bride Name: _____

Address: _____

Phone # H/W/C/O (_____) - _____

Phone # H/W/C/O (_____) - _____

Return to SW FL Notaries by:

Fax to 413-622-2282

E-mail to ronis@yourswflnotary.com

Regular mail: SW FL Notaries, P O Box 380842
Murdock, FL 33938-0842