

## — Terms & Conditions: The way we do business —

Please print this page, review it and sign it at bottom. Return it to Tradewind Charters & Weddings - A Dream Wedding Hawaii via fax at 808-396-5094 or by mail to 796 Kalanipu'u Street, Honolulu HI 96285. It is our policy to see to it that you are satisfied. Please feel free to discuss any changes or additions to your event arrangements as they arise.

### RESERVATIONS/DEPOSITS

Reservations will not be confirmed until receipt of this form and a non-refundable deposit in the amount of \$ 200 is received by A Dream Wedding Hawaii. If you are also planning a reception, an additional deposit of \$ 200 is required. Please mail your deposit to Tradewind Charters & Weddings – A Dream Wedding Hawaii, 796 Kalanipu'u Street, Honolulu, HI 96825. Payment may be made by personal check, money order or traveler's checks. We will also require a credit card number to secure your booking. We also accept VISA, MasterCard, AmericanExpress, Diners, CarteBlanc, Discover & JCB credit card deposits over the phone or by Paypal. Our secure fax number is 808.396.5094.

Select from the following:

Yes, please deduct \$ 200 / \$ 400 (circle one) to reserve the services of A Dream Wedding Hawaii for my event described herein:

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Name on the Card: \_\_\_\_\_

Signature of Cardholder: \_\_\_\_\_

Our check is enclosed  Our check or money order is being sent to you.  Please call for deposit. Upon receipt of your deposit and order form, we will send you a price estimate based on the services you have selected including tax and any coordination fees.

### ADDITIONAL DEPOSITS

Additional deposits may be required to secure locations, rentals and/or other vendors or services. You will be notified of these requirements should they apply. These additional deposits are also non-refundable upon receipt as required by the site provider or sub-contractor. Should you wish to secure a wedding site or service at this time, please indicate the location and/or vendor you wish to secure and we will immediately send you all documentation and deposit requirements for same. Indicate Service(s) / Location(s) here:

### OUR FEES

A Dream Wedding Hawaii – Tradewind Charters & Weddings charges a 10% coordination fee on all services and goods provided. All packages already include this fee. Any changes or additions will be subject to this fee. All sales are subject to current State of Hawaii sales tax of 4.17%. Vessel Activities are subject to an additional 2% Harbor Fee. Coordination fee does not apply to Wedding Store Merchandise.

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### PAYMENT INFORMATION

Final payment of remaining balance due on your event is due NO LATER than 45 days prior to the scheduled event date. Out-of-state checks will not be accepted closer than 45 days prior to your function. Changes to wedding packages, services or items reserved are acceptable up until 45 days prior to your event. If changes are made regarding vendors or locations that have been secured with a deposit, this deposit may be forfeited. All deposits/payments will become non-refundable 45 days prior to your event date. Any additions to a wedding package are acceptable provided we are able to secure the services requested within this time frame. If final payment is not received 45 days prior to your wedding date, client hereby authorizes A Dream Wedding Hawaii – Tradewind Charters & Weddings to charge remaining balance on the credit card securing this reservation.

### CANCELLATIONS

Any cancellations to wedding/event reservations must be made in writing to A Dream Wedding Hawaii – Tradewind Charters & Weddings no later than 45 days prior to your event date. All deposits received by A Dream Wedding Hawaii – Tradewind Charters & Weddings and/or additional deposits for vendors, sites, rentals, etc. that secured services for your date will be forfeited. Event dates and/or deposits are non-transferable.

### OUR SERVICES

A Dream Wedding Hawaii – Tradewind Charters & Weddings is a full service company. All services will be contracted on your behalf through A Dream Wedding Hawaii – Tradewind Charters & Weddings.

### BINDING EFFECT

The covenants and conditions contained in this Agreement shall apply to and bind the parties, their heirs, personal representatives, assigns and successors in interest.

### TIME OF THE ESSENCE

Time is of the essence of this Agreement. In case any party shall fail to perform the agreements on such party's part to be performed, at the time fixed for the performance of such respective agreements by the terms of this Agreement, the other party, at the election of such party, may terminate this Agreement and pursue all other available remedies for breach of contract.

### CONTRACT AS INCLUDING ENTIRE AGREEMENT

This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This Agreement shall supercede all previous communications, representations or agreements, either verbal or written, between the parties.

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### **ATTORNEYS' FEES**

In the event any party hereto shall bring suit, commence an arbitration, or hire an attorney to compel performance of or to recover for breach of any covenant, agreement or condition contained in this Agreement, the prevailing party shall be entitled to recover from the other party his/her/its costs and reasonable attorney fees.

### **LAW GOVERNING**

It is the intention of the parties hereto that this Agreement and the performance hereunder, and all suits and special proceedings hereunder, be construed in accordance with, under and pursuant to the laws of the State of Hawaii, and in that action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Hawaii shall be applicable and shall govern to the exclusion of the laws of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

### **ARBITRATION**

All controversies or claims arising out of, or relating to, this Agreement, or its breach, shall be settled by arbitration, in accordance with H.R.S. Chapter 658, and judgment on the award rendered may be entered in any court having jurisdiction. Either party desiring to submit an issue to Arbitration shall notify the other party of such desire in writing. The parties shall then agree within twenty-one (21) days of said request to a single arbitrator who will arbitrate all issues submitted to the Arbitrator pursuant to this paragraph. If the parties are unable to agree on an Arbitrator within the above said time-frame, then either party may submit a request to a Judge of the Second Circuit Court, State of Hawaii, for the appointment of an Arbitrator under this paragraph. As part of any judgment to be awarded by the Arbitrator, the Arbitrator may, in the Arbitrator's sole discretion, award attorney's fees and costs to the prevailing party. The cost of the Arbitrator shall be equally divided between the parties unless the Arbitrator has come to a reasonable belief that the position taken by either of the parties was frivolous and whereupon the Arbitrator may assess the Arbitrator's fees and costs against the party whose position the Arbitrator deems frivolous.

### **PLACE OF SUIT**

Any action at law, suit in equity, or other judicial proceeding, which may be filed to enforce the arbitration agreement as set forth in this Agreement or which may be instituted to enforce this Agreement or any portion thereof which is not subject to the arbitration requirement, if any, shall only be instituted in the courts of the Second Circuit, State of Hawaii.

#### COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

#### NO PARTY TO BE DEEMED DRAFTSMAN

If an ambiguity shall appear in this Agreement, such ambiguity shall not be resolved by interpreting the Agreement against any party as the draftsman. The language of this Agreement shall be interpreted simply according to its fair meaning.

#### RELATIONSHIP OF THE PARTIES

This Agreement shall not be construed as creating a relationship of principal and agent between the parties to this Agreement nor creating a partnership, joint venture or association of any kind between the parties. It being the purpose and intent hereof to create only a contractual relationship between the parties.

#### ASSIGNMENT

This Contract, and the obligations of each of the parties as set forth herein, shall not be assignable by either party.

#### FACSIMILE AND/OR E-MAILED SIGNATURES

Facsimile and/or e-mail signatures on this Agreement shall be binding and effective for all purposes and treated in the same manner as physical signatures.

#### SUCCESSORS AND ASSIGNS

This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, personal representatives, administrators, successors and permitted assigns

Brides Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Grooms Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Mahalo Nui Loa for choosing A Dream Wedding Hawaii – Tradewind Charters & Weddings, we look forward to creating your very special day...

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