



TERMS AND CONDITIONS

The following terminology applies to this Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: “You” and “Your” refers to you, the person accessing this website and accepting the Company’s Terms and Conditions. “The Company”, “Ourselves”, “We” and “Us”, refers to De Evans Events. “Party”, “Parties”, or “Us”, refers to both the Client and ourselves, or either the Client or ourselves. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

In using this website you are deemed to have read and agreed to the following Terms and Conditions, which may be updated or changed from time to time by the Company without notice to you. Your continued use of this website following the posting of any changes to this Terms and Conditions constitutes acceptance of those changes.

CUSTOMER REQUIREMENTS

The Company’s services are available only to, and may only be used by, individuals who are eighteen (18) years and older who can form legally binding contracts under applicable law. You represent and warrant that you are at least eighteen (18) years old and that all registration information you submit is accurate and truthful.

SERVICES AND VENDORS

The Company conceives, develops, arranges and schedules Wedding packages (“Wedding packages”) using certain unaffiliated, third-party vendors to fulfill the activities included in each particular Wedding package. You understand and acknowledge that the information listed on this website related to each Wedding package, including durations, activity descriptions, photographs, and images are for informational purposes only, and are not meant as complete or accurate representations of the Wedding

packages. If you have any questions as the nature or substance of any particular Wedding package, please contact us for clarification.

Each of the vendors used in connection with the Wedding packages employ their own rules, conditions, waivers and other obligations with which each of its participants must comply, including dress code, footwear and alcoholic beverage consumption restrictions. You hereby agree to abide by such rules, conditions, waivers and other obligations of the vendors. You understand and acknowledge that the vendor has complete oversight over your person and property throughout your participation in any activity coordinated by such vendor and as such release us from all liability related to activities that are wholly under such vendor's control.

You understand and acknowledge that due to circumstances beyond our control, we may be required to change vendors used in the Wedding packages from time to time; if such a change results in a material change to the nature or type of activities included in a Wedding package purchased by you, we will contact you promptly of the substituted vendors/activities. Notwithstanding anything to the contrary in these Terms and Conditions, in the event that such substituted vendors or activities are not acceptable to you for any reason, you may not obtain a refund for your purchase, but you may schedule a different, comparable Wedding package at the sole discretion of the Company.

SCHEDULING AND CANCELTION

We will do our best to accommodate your desired scheduling of each activity, but scheduling is subject to vendor availability and is not guaranteed for any particular day or time. You must schedule your Wedding package with the Company and must not contact the vendor directly for such purpose. We will send an electronic confirmation of the reservation date and time for your Wedding package in each instance. The time period and process, if any, in which you may make changes to such scheduled Wedding package will be listed on such electronic confirmation. If there are circumstances on the day of the scheduled Wedding package that might affect the fulfillment of your Wedding package, such as bad weather conditions, you may confirm the scheduled Wedding package with the Company; in the event the Wedding package needs to be rescheduled as a result of such day-of conditions, you must contact the Company to reschedule and will not engage the vendor in such discussions.

The Company reserves the right to cancel a scheduled Wedding package for any reason. In such event, the Company will notify you promptly in order that you may reschedule the Wedding package for a different date.

REFUND POLICY

The Company does not offer refunds for any Wedding package once payment has been received.

IMAGE RELEASE

In the event that a photographer is engaged by the Company to provide photography services during a purchased Wedding package, you acknowledge and agree that all right, title and interest in and to said photographs, including all copyright rights, shall belong solely to said photographer and that you may use the photographs for personal purposes only. The Company reserves the right to use such photographs in its promotional materials.

CODE OF CONDUCT

By purchasing a Wedding package, you agree that you will conduct yourself in an appropriate manner throughout the course of your participation in the activities that comprise the purchased Wedding package. You agree that you will not engage in activity or behavior that:

1. (a) is defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person; (b) is bigoted, hateful, or racially or otherwise offensive; (c) is violent, vulgar, obscene, pornographic or otherwise sexually explicit; or (d) otherwise harms or can reasonably be expected to harm any person or entity;
2. violates the rules or codes of conduct of the vendor, as displayed or explained to you by such vendor, including excessive intoxication or consumption of alcoholic beverages when consumption of alcoholic beverages is expressly forbidden by the vendor;
3. is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them, including drug dealing and/or drug abuse, harassment, theft, or conspiracy to commit any criminal activity; and
4. is commercial, business-related or advertises or offers to sell any products, services or otherwise (whether or not for profit), or solicits others (including solicitations for contributions or donations).

We cannot and do not assure that other participants are or will be complying with the foregoing Code of Conduct or any other provisions of these Terms and Conditions, and, as between you and us, you hereby assume all risk of harm or injury resulting from any such lack of compliance.

ASSUMPTION OF RISK

During the course of your participation in any Wedding package, you may face certain risks and hazards, both foreseeable and unforeseeable. These risks and hazards may result in serious physical injury, sickness or death, and damage to, or loss or destruction of property, and no guarantee can be made that the Company or others can provide assistance if any of the foregoing result. You hereby acknowledge that your participation in a Wedding package involves inherent risks of physical injury, illness, death and/or damage to or loss of property, that your participation is entirely voluntary and that you elect to assume all such risk and participate in the Wedding package activities with full knowledge of the inherent risks.

INDEMNIFICATION

You agree to indemnify, defend and hold the Company, its subsidiaries, affiliates, officers, agents, employees and partners harmless from any liability, claim, demand, administrative action, cause of action, suit, damage, loss, cost or expense, including reasonable attorneys' fees, made by any third party due to or arising out of any content or information you submit, post, transmit, modify or otherwise make available on this website or to third parties with whom you are in contact via this website, including but not limited to any confidential information, your violation of this Terms and Conditions, or your violation of any rights of another.

Remedies

Your sole remedy for a breach of this agreement is an action at law for damages. You waive any right of rescission or to injunctive or other equitable relief.

LIMITATION OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE COMPANY DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTY AND, IN PARTICULAR, DOES NOT MAKE ANY IMPLIED

WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. FURTHER, THE COMPANY MAKES NO WARRANTY THAT YOU OR YOUR PROPERTY WILL NOT BE DAMAGED OR HARMED IN THE USE OF THE COMPANY'S SERVICES.

IN NO EVENT WILL THE COMPANY, OR ITS AFFILIATES, BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR: (I) ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES; (II) THE COST OF PROCUREMENT FOR SUBSTITUTE PRODUCTS OR SERVICES; OR (III) FOR ANY AMOUNTS THAT EXCEED THE FEES PAID BY YOU TO THE COMPANY UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE CAUSE OF ACTION. THE COMPANY SHALL HAVE NO LIABILITY FOR ANY FAILURE OR DELAY DUE TO MATTERS BEYOND THEIR REASONABLE CONTROL. THE FOREGOING SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

FORCE MAJEURE

Neither the Company nor the vendors used by the Company in the delivery of the Wedding packages shall be liable due to causes beyond the control and without the fault or negligence of such party. Such causes may include, but are not restricted to, acts of God or of a public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, power failure, or failure of the U.S. postal system, but in every case the failure to perform will be beyond the control and without fault or negligence of the party failing to perform. Such party will inform you of any Force Majeure event as soon as practicable after its occurrence.

AMERICANS WITH DISABILITIES ACT

The Company makes no warranty or representation as to whether or not the activities comprising the Wedding packages comply with the Americans with Disabilities Act (ADA) or any similar legislation. In the event that you require accommodation, please contact the Company in advance of your purchase of any Wedding package to ensure that such accommodation may be made, if possible.

DISCLAIMER

THE INFORMATION ON THIS WEBSITE IS PROVIDED ON AN “AS IS” BASIS WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. NEITHER WE NOR ANY THIRD PARTIES PROVIDE ANY WARRANTY OR GUARANTEE AS TO THE ACCURACY, TIMELINESS, PERFORMANCE, COMPLETENESS OR SUITABILITY OF THE INFORMATION AND MATERIALS FOUND OR OFFERED ON THIS WEBSITE FOR ANY PARTICULAR PURPOSE. YOU ACKNOWLEDGE THAT SUCH INFORMATION AND MATERIALS MAY CONTAIN INACCURACIES OR ERRORS AND WE EXPRESSLY EXCLUDE LIABILITY FOR ANY SUCH INACCURACIES OR ERRORS TO THE FULLEST EXTENT PERMITTED BY LAW.

Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

MISCELLANEOUS

The Company’s rights under this Terms and Conditions may be assigned. This Terms and Conditions shall inure to the benefit of the parties and their successors, administrators, heirs and assigns. This Terms and Conditions shall be interpreted under the laws of the State of Ohio applicable to contracts entered into and fully to be performed therein. No waiver of any term hereof shall be deemed to be continuing or be deemed to waive any other term hereof. Unless the parties have a written agreement signed by each of them that governs the relationship between the parties, this Terms and Conditions constitute the entire understanding of the parties concerning the subject matter hereof; all prior negotiations and understandings are merged herein. If there is a conflict or contradiction between the provisions of these Terms and Conditions and any other relevant terms and conditions, policies or notices, the provisions of these Terms and Conditions shall prevail in respect of your use of this website. Unauthorized use of this website may give rise to a claim for damages.

PRIVACY STATEMENT

The Company is committed to the protection of your privacy, and will treat all of the information you provide to us with the utmost respect. The Company works diligently to ensure that it has taken all appropriate administrative and technical measures to prevent the unauthorized or unlawful use of your personally identifiable information, and to prevent any accidental loss or destruction of, or damage to, such information. The Company will only share the information you provide with its employees, agents,

processors and third-party payment vendors as necessary to complete the services requested by you. We will not sell or disclose personally identifiable information about you to unaffiliated third parties except in accordance with this Privacy Policy.

E-mail messages are not secure. Our security software does not encrypt e-mail messages. E-mail messages traveling through the Internet are subject to viewing, alteration, and copying by potentially anyone on the Internet. You should exercise discretion with respect to the submission of any personal or financial information via e-mail. If you are concerned about the security of your communication, we encourage you to send your correspondence through the postal service or use the telephone to speak directly to us. We are not responsible for the security or confidentiality of communications you send to us through the Internet using e-mail messages.

LINKS TO AND FROM THIS WEBSITE

You may not create a link to any page of this website without our prior written consent. We do not monitor or review the content of other party's websites which are linked to from this website. The Company is not responsible for the privacy practices or content of such third-party websites. The Company is not responsible for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure of information to third parties with which you have come into contact via this website.