

Ses Release Trnie's

P.O. Box 386 Camarillo, CA 93011 **Phone: 805-901-1258**

Email: <u>angels4meu@yahoo.com</u> Website: <u>www.erniesdovesrelease.com</u>

| Name: | |
|--|-------------|
| Address: | |
| City, State, and Zip Code: | |
| Home Phone: | Work Phone: |
| Email Address: | Cell Phone: |
| Type of Event: | |
| Date of Event: | Time: |
| Address of Event: | |
| | |
| Facility Phone Number (And Coordinator Name if Available): | |

HEALTH OFFICER ORDER - COUNTY OF VENTURA

Following the California Department of Public Health's direction as of May 25, 2020, *Ernie's Doves Release* will be able to resume our services in compliance with the new guidelines set forth.

Until further notice, the following guidelines will be enforced.

- 1. DOVES CANNOT BE PERSONALLY HANDLED OR TOUCHED AT ANY DOVE RELEASE EVENT BY ANYONE OTHER THEN ERNIE'S DOVES RELEASE PROFESSIONAL HANDLERS (NO EXCEPTIONS)***
- 2. Doves can <u>ONLY</u> be released from their cages.
- 3. Must maintain Social Distancing at least **Ten-Feet** physical distance from other persons releasing Doves.
- 4. It is **<u>NOT</u>** *Ernie's Doves Release* responsibility to enforce #3 protocol.

5. *Ernie's Doves Release* has the right to leave the premises and terminate services on site if these guidelines are not enforced.

TO ENGAGE IN A WEDDING CEREMONY OUTSIDE A PLACE OF WORSHIP, PROVIDED THAT SOCIAL DISTANCING REQUIREMENTS ARE FOLLOWED TO THE GREATEST EXTENT FEASIBLE AND THAT NO MORE THAN 10 PERSONS (WHO NEED NOT BE FROM THE SAME HOUSEHOLD OR LIVING UNIT), IN ADDITION TO THE COUPLE TO BE MARRIED AND THE OFFICIANT, GATHER IN A STABLE GROUP.

PURSUANT TO HEALTH AND SAFETY CODE SECTION 120295 ET SEQ., VIOLATION OF OR FAILURE TO COMPLY WITH THE ORDERS MENTIONED ABOVE, IS A MISDEMEANOR PUNISHABLE BY FINE, IMPRISONMENT, OR BOTH.

CUSTOM PACKAGES AVAILABLE

Number of Doves Requested (Please Check One)

| 5 Doves up to 15 @ \$ 300.00 | Extra Doves (Qty. of 10 Each) *** |
|------------------------------|-----------------------------------|
| 25 Doves @ \$400.00 | \$ TOTAL PACKAGE AMOUNT |

PLEASE NOTE: Wedding Dove Releases will be \$400 Locally and \$500 outside of Simi Valley, CA

CUSTOM PACKAGES FOR WEDDINGS ARE NOT AVAILABLE

***For every 10 additional doves requested, *add \$50.00 to the total package price.*

Dove Releases beyond 25 miles of the location of our doves loft are subject to an additional \$50.00 mileage fee.

Please enclose a map to the event and obtain authorization from the facility if necessary.

OPTIONAL SERVICES

If the client wants music to be played during a Dove Release Event and or Photos, Videos, it is the Client's Responsibility to Obtain Written Permission from the Place of Establishment the Event will be Held. *Ernie's Doves Release* is not Responsible for Obtaining Permission, Music selection choice, what format, or how it will be played. We need to be informed before the Event So We Can Coordinate Our Dove Release with The Music. Music is not to Exceed Beyond 5 minutes in length.

PHOTOGRAPHS AND VIDEOS

During a Dove Release Event Ceremony, *Ernie's Doves Release* <u>DOES NOT</u> take Photographs and /or Videos of The Dove Release Events. By initialing here _____, you Agree to The Terms to These Conditions.

WEATHER CONDITIONS

We Care for Our Doves and their Safety is Our Priority. Doves cannot fly in Heavy Fog, Strong Winds, Heavy Rains, or Extreme Heat. If for whatever reason these weather conditions occur on the actual day of the event with delays beyond 45 minutes, we will have to **TERMINATE OUR SERVICES**. Cancellations by the Client for reasons other than Poor Weather Conditions is **NON-REFUNDABLE**. However, We Guarantee Our Services (*Up to 6 months from original date of event*) and will collaborate with the Representative who obtained our services **TO SET A FUTURE DATE**.

POLICIES FOR RELEASE

For All Events, <u>WE CANNOT LET OUR DOVES SIT IN THEIR RELEASE CAGES FOR MORE</u> <u>THAN 30 to 45 MINUTES BEFORE THE RELEASE EVENT.</u> THEY BECOME LETHARGIC AND THEIR RESPONSE TO FLY IS AFFECTED BY THE DURATION OF TIME SITTING IN THEIR CAGES WHICH AFFECTS THEIR PERFORMANCE. We Will Not Schedule Any Dove Releases Beyond 2 hours before sunset. All Doves lose their navigational ability after the sunsets. We want all Our Doves to Return Home Safely to their Loft. Dove Releases are Only Conducted Outdoors. WE DO NOT PROVIDE DOVES FOR SELF-RELEASE AT ANY EVENT. Only Our Trained Dove Handlers Are Permitted to Release the Doves.

TREATMENT OF OUR DOVES

WHILE YOUR SATISFACTION IS OUR GOAL, WE WILL NEVER JEOPARDIZE THE WELFARE OF OUR DOVES. WE UNDERSTAND THAT OUR DOVES ARE BEAUTIFUL TO BEHOLD AND THAT YOU MAY BE TEMPTED TO WANT TO TOUCH, STROKE, OR PET THEIR PRISTINE WHITE BODIES NO MATTER HOW GENTLE YOU BELIEVE YOU MIGHT BE, THIS CAN CAUSE TRAUMA AND FEAR. PLEASE REFER TO PAGE 1 STATEMENT REGARDING <u>NO HANDLING OF DOVES</u>***

CODE OF CONDUCT Refer to the above information Under...

HEALTH OFFICER ORDER - COUNTY OF VENTURA

FINANCIAL TERMS OF AGREEMENT

- ✤ FULL PAYMENT IS REQUIRED (3) WEEKS PRIOR TO THE EVENT. <u>NO EXCEPTIONS</u>
- ♦ A CONFIRMATION CALL WILL BE MADE OR TEXT MESSAGE UPON RECEIPT OF THE PAYMENT.
- CANCELLATIONS MADE WITHIN 48 HOURS OR SOONER OF THE DOVE RELEASE EVENT DATE WILL NOT BE REFUNDED. <u>NO EXCEPTIONS</u>
- VERBAL ARRANGEMENTS MADE BETWEEN BOTH PARTIES INCLUDING TEXT MESSAGES AND/OR EMAILS WILL BE CONSIDERED BINDING AS A CONTRACT AGREEMENT. ANY CANCELLATIONS MUST BE MADE BY THE ORIGINAL CONTACTEE. NO EXCEPTIONS!
- **CANCELLATIONS WITHOUT NOTIFICATION; FULL PAYMENT IS STILL REQUIRED!!!**
- LAST-MINUTE BOOKINGS MADE AFTER OUR 2-WEEK DEADLINE (ONLY UPON APPROVAL)
- ***** FORMS OF PAYMENT:
 - VENMO ErnieMonsauret
 @Ernie-Monsauret
 - *** ZELLE 805-901-1258**

Service Contract Agreement

| This Ser | vice C | ontract | Agreement | is being ma | de | betweer | n <i>Erni</i> e | e's Do | ves Releas | se loc | ated in Simi |
|-----------|--------|----------|---------------------|-------------|----|---------|-----------------|--------|-------------|--------|--------------|
| Valley, | CA | and | (Client) | <u> </u> | | | | | located | at | (Address) |
| | | | | | | | on (D | ate of | event) | | |
| (Locatio | n of e | vent) _ | | | | | | | _This Agree | ement | will become |
| effective | on dat | e of sig | ning. (Today | /'s Date) | | | | | | | |

1. Dove Release Service

We agree to perform the services *("Dove Release Service")* listed in this Section 1. Both Parties acknowledge that their obligations according to this Agreement serve as good and valuable consideration for this Agreement.

a. Services

- i. Training our doves for the dove release event.
- ii. Reserving the calendar date for the dove release event.
- iii. Services are contingent upon signing the contract agreement. Must be paid (3) weeks before the event. (NO EXCEPTIONS)
- iv. Our time for training the doves prior to the event, rehearsal time if required for the wedding dove releases, and the actual day of the dove release event.

2. Compensation

Dove Release Event Cost

Total Cost of the Services:

3. Payment

Must be paid upon signing this Contract Agreement. Payments can be made by Venmo at

ErnieMonsauret

@Ernie-Monsauret

OR Zelle at 805-901-1258

4. Term

The term of this Contract Agreement is valid upon both *Ernie's Doves Release* and Client's signatures.

5. Termination

- a. Due to unforeseen circumstances, if the Dove Release Event is cancelled, and we have started training our Doves on location, only 15% of the total amount received will be reimbursed. If you terminate the Contract Agreement 48 hours or sooner before the actual date of the Dove Release, NO REFUND will be provided.
- b. This Contract Agreement will automatically terminate when both Parties have performed all their obligations under the Contract Agreement and all payments have been received. Our work here is done.

6. Waiver

Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing by the Parties', if any provision, rights, or obligation is waived, it's only waived to the extent agreed to in writing.

7. Amendments

This Contract Agreement may be modified as needed. To make a modification, the Parties' must agree to the modification in writing (an "Amendment"). **PLEASE NOTE:** There will be a \$50 Fee to Amend the terms of this Contract Agreement. Will apply to any Amendment the Parties make.

8. Dispute Resolution

- **a. Negotiation.** We want to work this out. In the event of a dispute, the Parties agree to work towards a resolution through good faith negotiation.
- **b. Mediation/Arbitration.** If talking it over doesn't go well, either Party may initiate mediation or binding arbitration in the State of California.
- **c.** Litigation and Choice of Law. We hate fighting, but if litigation is necessary this Agreement will be interpreted based on the laws of the State of California regardless of

any conflict of law issues that may arise. The Parties agree the dispute will be resolved at a court of competent jurisdiction in the State of California.

d. Attorney's Fees. The prevailing party, also known as the winner, will be able to recover its attorney's fees and other reasonable costs for a dispute resolved by binding arbitration or litigation.

9. Entire Agreement

This Contract Agreement puts the Parties entire understanding of the Services to be performed and anything else the Parties have agreed to in black and white (literally). This Contract Agreement supersedes any other written or verbal communications between the Parties.

10. Severability

If any section of this Contract Agreement is found to be invalid, illegal, or unenforceable, the rest of the Contract Agreement will still stand.

11.Notices

All notices under this Contract Agreement must be sent by email or certified by registered mail with return receipt requested.

Notices must be sent to:

Service Receiver

Service Provider

Ernie Monsauret P.O. Box 386 Camarillo, CA 93011

(email)

angels4meu@yahoo.com (email)

Let's Shake Hands

Ink (blue or black, please) is the official handshake of business. By signing below, the Parties agree to the terms of this Agreement.

- <u>Service Receiver</u>

| Signature: _ | |
|--------------------|--|
| Print Name: | |
| Date: | |
| Form of Payment: _ | |

Ernie's Doves Release - Service Provider

| Print Name: |
|-------------|
| |
| Title: |
| Date: |

Please make a copy for your records. Thank you for your business!

Client Initials:

Special Notes:

Ernie's Doves Release Initials:

"...the Spirit of God descending like a dove..." (Matthew 3:16)

Our goal is to enhance your celebration with a flawless Dove release and to assure a safe flight home for our Doves.

