

WEDDING VENDOR BANKRUPTCY PROTECTION AGREEMENT

In exchange for payment for wedding vendor bankruptcy protection (the “Protection”), the North American Wedding & Event Society (the “Society”) grants You – the Named Insured under a Certificate of Insurance issued pursuant to the North American Wedding & Event Society Master Policy – the following Protection in the event that a wedding vendor holding deposits for Your Covered Wedding files for bankruptcy and the Insurance Company denies your claim.

The Protection: If a wedding vendor files for bankruptcy and the Insurance Company denies Your claim, the Society will reimburse You for lost deposits due to the wedding vendor’s bankruptcy, up to the Limit for Loss of Deposits listed on the Certificate of Insurance for Your Covered Wedding, as detailed below.

The Details: On receipt and verification of the information and documentation set forth below, You are entitled to receive payment from the Society for unreimbursed lost deposits due to Your wedding vendor’s bankruptcy, if the following conditions are satisfied:

- (A) A vendor that has been paid deposits for Your Covered Wedding files for bankruptcy protection under the United States Bankruptcy Code at any time 30 days after You pay for the wedding vendor bankruptcy protection; and
- (B) the vendor fails to provide the goods or services it contractually agreed to provide for Your Covered Wedding; and
- (C) the Insurance Company denies Your claim for lost deposits with that bankrupt vendor.

Receiving the Protection: To receive payment from the Society for lost deposits, simply notify the Society by email to info@nawes.org. You will be required to provide the following:

- o Certificate Number or other information to identify Your Covered Wedding;
- o Notice of the wedding vendor’s bankruptcy case for verification;
- o Your contract with the bankrupt wedding vendor and proof of payment(s); and
- o Your signed and dated Assignment of Benefits, Rights, and Claims form so that the Society can pursue the claims against the Insurance Company and/or bankrupt wedding vendor.

Other Terms and Conditions: Capitalized terms are defined or referenced in the North American Wedding & Event Society Master Policy or Certificate of Insurance except as otherwise indicated.

By electing and paying for the Protection, you agree to accept this Agreement electronically and to communicate by electronic means, including through electronic mail.

You are not eligible to receive the Protection if you have previously assigned your rights under the Certificate of Insurance for Your Covered Wedding. The Protection is for your exclusive benefit and shall not be deemed to give any legal or equitable right, remedy or claim to any third party. You represent that at the time You pay for Protection, there are no circumstances known to You that are likely to cause any of Your vendors to file for bankruptcy protection.

This Agreement is governed by Texas law without regard to its conflict of law provisions.