



## Client Contract

### **Cake Design**

Client agrees to give Sweetly Yours Weddings Cakes the freedom of creative changes of the decided design for the sake of stability, structural integrity, or other certain emergencies. Client also understands the although Sweetly Yours Wedding Cakes will do its best to match specific colors, that color matching is not easily perfected. Different mediums such as buttercream and white chocolate have a yellow tint, and will affect the process of color matching. Client also understands that cake design is a creative art form, and therefore final design is an interpretation of the agreed upon design.

### **Design Changes**

Changes to your cakes order such as size, colors, flavors, and design may result in a \$10+ re-order fee. One month prior to the event, Sweetly Yours Wedding Cakes cannot accept any changes. Once the retainer is paid, Sweetly Yours Wedding Cakes and the client agree to the set amount agreed upon. However, any changes made by the client may affect the original pricing. Sweetly Yours Wedding Cakes reserves the right to increase or decrease price based on any changes made to the design, size of tiers, delivery location, etc.

### **Delivery and Set-Up**

If you would like to pick up your cake, please make arrangements beforehand to set up a time that works best for both parties. Please **arrive on time** to pick up your cake. Sweetly Yours Wedding Cakes ensures that all precautions will be made to stabilize the cake so that it will survive transportation. Once the cake has left the pick-up location, client is responsible for any damages to the cake. Because of this, client understands that Sweetly Yours Wedding Cakes strongly encourages delivery of any multi-tiered cake. Delivery is based on availability, and an arranged time will be decided between the client and Sweetly Yours Wedding Cakes. After set up of the cake is complete, Sweetly Yours Wedding Cakes is not responsible for any damages to the cake, including but not limited to: melting in direct sunlight or high temperatures, bumping, scraping, mishandling by moving to a different table, etc. It is recommended to be mindful of the placement of the cake table while deciding the layout of your event. Also, Sweetly Yours Wedding Cakes will also **ONLY** deliver the cake and will not stay for the cake cutting. Generally, the caterer or venue will cut the cake. If not, you need to assign this task to someone.

Client will be charged a fee for delivery of items to compensate for travel time, gas, and set-up. Price of delivery varies on destination.

### **Company Responsibility**

In the case of an unavoidable situation, such as a car accident or poor road conditions during delivery, Sweetly Yours Wedding Cakes cannot be held liable for more than the cost of the ordered cake. In the event of a personal or family emergency, Sweetly Yours Wedding Cakes will forfeit all payments and will do their best to find another professional Cake Designer in the area to take over the cake order. Sweetly Yours Wedding Cakes will do its best to negotiate the same pricing that was originally agreed upon. Client is allowed to deny services of a new decorator, and simply accept the refund.

### **Allergy Disclaimer**

Sweetly Yours Wedding Cakes is not responsible for any medical issues that may arise from consuming the product. Client is to disclose any known allergen of them or their guests a the time of cake consultation. However, due to cross contamination, Sweetly Yours Wedding Cakes can never guarantee that the product is

100% free of allergens. Client understands in the case of an extreme allergen or medical conditions, Sweetly Yours Wedding Cakes strongly encourages the client order through another specialized bakery.

### **Non-Edible Items**

Sweetly Yours Wedding Cakes will not be responsible for consumption of any non-edible items placed on your cake, such as flowers, wires, pearls, ribbons, etc. Any non-edible items must be removed by the client before the cake is consumed.

### **Retainer**

At the time of booking, client is required to pay a **non-refundable** retainer and sign the cake contract agreeing to the set terms. The retainer is paid to reserve your date and is non-refundable in the event of cancellation. In the case that an event is changed to another date, there will be no additional charge for doing so. However, Sweetly Yours Wedding Cakes cannot guarantee that all accommodations can be made in the case of a changed date. Availability will be considered, as Sweetly Yours Wedding Cakes is only capable of a limited number of cakes per week. Cake availability is based on a first come, first serve basis.

Required non-refundable retainer varies on overall cake price.

<b>Price of Cake Order</b>	<b>Non-Refundable Retainer</b>
Less than \$250	\$50
\$250 to \$400	\$100
\$400 to \$550	\$150
More than \$550	\$200

### **Final Payment**

The final balance will be due **ONE MONTH** before the event date. Although Sweetly Yours Wedding Cakes will send reminders, it is up to the client to send any payment(s) prior to the event date. If final payment is not received by 14 days prior to the event date, Sweetly Yours Wedding Cakes will not be held responsible for completing the requested service, and will keep 50% of the payments made, or the non-refundable retainer amount (whichever amount is greater). Please see Cancellation Policy for more details.

### **Cancellation Policy**

In the event of a cancellation, Sweetly Yours Wedding Cakes will retain the non-refundable retainer that was paid at the time of booking. If the cancellation is within two weeks of the event, then 50% of the total order amount will be retained by Sweetly Yours Wedding Cakes. If the cancellation is within one week of the event, the amount refunded, if any, will be determined by Sweetly Yours Wedding Cakes. Client understands that Sweetly Yours Wedding Cakes can only accept a limited amount of cake orders per week, and must turn down other clients in the case that the limit is met. Sweetly Yours Wedding Cakes also starts purchasing ingredients and baking one-two weeks before the wedding date.

***By signing below, client agrees to all the above stated in this contract.***

Client Name: \_\_\_\_\_

Client Signature: \_\_\_\_\_

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

Employee Signature: \_\_\_\_\_

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