



Custom Cake Order Agreement & Policies

We are excited you have chosen Pua Cake Studio Hawaii to be a part of your special occasion or wedding day! Your cake is one of the most important accessories to your special occasion or wedding day and our job is to make it beautiful, unique, delicious, and worry free! Please see below our terms and conditions. Please read carefully and thoroughly as we strictly enforce our policies.

PRICING

Our cake pricing is available online. You may request a copy of our current price as it is available. Please contact puacakestudiohawaii@gmail.com for a copy to be e-mailed to you.

CAKE CONSULTATION

We recommend our wedding clients to have a cake tasting and consultation to discuss size, design, flavors and special requests. At this consultation, you will have the opportunity to taste flavor combinations in cupcakes. You may purchase a cake consultation & cake tasting package or a cake tasting sampler to taste at home with email or phone call consultation is available.

- For a cake tasting and consultation, request dates should be **greater than two weeks**.
- For custom flavors to be made for a cake consultation will be an additional cost and must be requested with **at least two week notice**.
- Custom flavors for cake tasting for notices **less than two weeks will not be approved**.

PAYMENT TERMS

- Your initial deposit fee of **50% OF TOTAL ORDER COST** is considered a down payment and secures your requested date. This deposit is non-refundable and non-transferable.
- **Final 50% Payment is due 1 MONTH BEFORE** the wedding or event date.
- If final payment is not met, Pua Cake Studio Hawaii, here and after, assumes that the event has been cancelled, and will have no further obligation hereunder. and the delivery date will be made available to other potential clients.
- Any deposits and/or payments made to date will not be refunded or credited.
- Payments must be received in the form of debit or credit card (via Paypal).
- COD (cash on delivery), money orders, cashier's checks, personal checks are **NOT** accepted.
Payments must be prepaid upon delivery or Pua Cake Studio Hawaii will not deliver.
- For wedding cake requests LESS THAN 2 WEEKS (upon approval) before wedding date will require a **FULL payment (100% TOTAL ORDER COST)** to secure requested date and order

POSTPONEMENT AND CANCELLATION POLICY

- We will do everything in our power to accommodate your new date in cases of postponement.
- However, if a new date is not selected and confirmed prior to 2 months before your original wedding date, we will assume that your event has been officially cancelled, and our cancellation policy will apply.

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- If we are not able to accommodate your new date due to full booking, we will consider your event to be “cancelled” and our cancellation policy will apply if another date is not chosen.
- Cancellation of your wedding or event will result in partial to no refund. Cancellation within the 30 day window before the event will **not** be granted a refund except in cases of death in the immediate family or deployment with proof.
- The **50% initial deposit is non-refundable and non-transferable**. If you paid your invoice in full, we refund 50% of your invoice amount if we are notified **at least 1 month in advance**. Notices **less than 1 month** will not be granted any refunds or credit.
- Non-refundable portions are non-transferable and cannot be applied to later dates. When we take your event order, we begin the process of declining other orders. As we get closer and closer to your event date, the chances of re-booking your date are greatly reduced.

RENTALS

- A separate security deposit of \$100 - \$200 (depending on items) is required for any equipment rented from Pua Cake Studio Hawaii.
- It is the client’s responsibility to return cake stands, plateaus and other rented equipment.
- All rented equipment is to be returned to Pua Cake Studio Hawaii WITHIN 48 HOURS (2 days) following your event, unless prior arrangements are made.
- A refundable security deposit starting of \$100 - \$200 (depending on items) in the full amount of replacement cost plus lost rentals must be provided via Paypal/Debit/Credit Cards. The security deposit will be returned to you (via Paypal) upon the return of the rentals. Any damages or late charges will be deducted from the security deposit.
- Pua Cake Studio Hawaii does not offer pre-arranged rental equipment pickup service. It is the client’s responsibility to schedule a meet up and drop off equipment. There is a late charge of \$20 per day and will be deducted from security deposit.
- For damaged and lost equipment(s), there will be a damage fee assessed and for lost equipment will result in the replacement cost (prices vary depending on item).

OUTDOOR SITE

- Outdoor settings are unpredictable. While Pua Cake Studio Hawaii will do everything in its power to minimize weather damage, cake and buttercream will melt in temperatures above 75°F and in high humidity. Pua Cake Studio Hawaii is not responsible for damage caused by weather.
- Damage common in outdoor sites: sweating, water condensation, running of colors, melting buttercream, sliding decorations, bug attractant, etc.

VENUE AND SITE CONDITIONS

- Pua Cake Studio Hawaii reserves the right to refuse set up of a cake in any location that is not properly air conditioned or weather proofed or on any cake plateau or stand that does not appear sturdy enough

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to hold the weight of our cakes. All efforts will be made to work with venue staff to find placement better suited for your cake to make sure it looks beautiful on your arrival.

- Cake is heavy and requires a perfectly level and sturdy table and cake plateau/stand.
- Pua Cake Studio Hawaii is not responsible for any damage caused by tables or cake plateaus/stands that were unable to withstand the weight of our cakes or improperly installed, or installed at a lean.
- Once cakes are set up, they are not intended to be moved until served. Pua Cake Studio Hawaii is not responsible for damage caused by others after the cake is set up by staff of Pua Cake Studio Hawaii.
- Tall cocktail tables are not suitable for tiered cakes over 2 tiers tall, and are not recommended, as someone will have to climb a ladder to both set up the cake, and again at the reception to disassemble and serve your cake.
- Please be aware that tall, tiered cakes on a standard height table may require a step stool or step ladder to disassemble and serve.

FINALIZATION OF DESIGN

- We ask that all details and number of servings for your cakes be finalized **3-4 weeks before the event date**.
- Changes to the cake design and approved by the Client after execution of this agreement may result in total price changes.

CHANGES TO DESIGN AND SIZE

- We understand that the number of servings needed or the design desired may change.
- You may make changes in **CAKE SIZE/FLAVOR up to 3 weeks prior** to the wedding date.
- The **CAKE DESIGN** can be changed **up to 1 month prior** to the wedding date.
- The design and size is set and changes are **NOT ALLOWED** after the deadline.

VARIATION IN DESIGN

- While Pua Cake Studio Hawaii makes every effort to provide exactly the flavor, filling, decoration, size, color, shape, and design discussed during consultations, creating cake is an art form and may be subject to variations.
- Color matching is not a precise science and different sugar substrates take color differently.
- Pua Cake Studio Hawaii will do everything possible to make cake and photo match to each other and to match provided color swatches, but sometimes it is not possible to make a 100% perfect color match and some colors are just not achievable using food grade dyes.
- Pua Cake Studio Hawaii cannot match a “verbal” color or a color sent via electronic device, as all monitors display color differently. To attempt a color match, you must provide a color swatch 14 days in advance of the event.
- To maintain stability and the integrity of your event cake, Pua Cake Studio Hawaii reserves the right to make design and structural changes to your cake on site or off, without prior notification.

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ORNAMENTS, TOPPERS, FLOWERS

- All ornaments and toppers should be brought to the bakery **7 days** prior to your event so they can be assessed for weight and stability and cake reinforcements prepared. Pua Cake Studio Hawaii reserves the right not to place ornaments on your cake if we feel that so doing will cause damage to your cake.
- Our staff will add flowers to and around your cake for a nominal fee, if arrangements have been made in advance during consultation. Keep in mind that some flowers are harmful when eaten, and caution should be used by you and your florist when selecting flowers to insert into cake.
- Fresh flowers should be brought to Pua Cake Studio Hawaii **1 - 2 days before your event**, or be placed at the cake table at the venue on the day of wedding, prepped and ready for use once the cake is set up, if you do not wish to purchase through us.
- Pua Cake Studio Hawaii is not liable for any damage or illness caused by floral inserts into the cake provided and requested by customer .
- You are responsible for ordering flowers from your florist to adorn your cake, if you wish to purchase through your desired vendor.
- Please have your flowers available for our staff to use for your cake at the site. Our staff is on a time schedule so in cases where flowers are not available in a timely manner, our staff will deliver the cake as is and it will be your responsibility to arrange the flowers.
- Please be sure to discuss on site decoration with us in advance of delivery to avoid additional charges.

CUSTOMER PICK UP

- Pua Cake Studio Hawaii will not be responsible for any damage occurring to your cake once picked up.
- Please review our special care instructions on our website to ensure that your cake is at its best on your event date:
- If damage occurs during transport, Pua Cake Studio Hawaii may be able to repair it. Cost of repairs will be assessed based on whether the cake is returned to the bakery or if staff is required to go to the site for a service call, and the amount of time needed to make repairs. Cost of repairs will be negotiated and paid prior to repairs or service calls to the site being made.
- All cakes must be picked up by the customer during store hours. Pua Cake Studio Hawaii will hold the paid order for **up to three (3) days after the scheduled pick up date**. Any orders past three (3) days will be discarded and no refunds or credits will be given to the customer.
- Pua Cake Studio Hawaii recommends placing all cakes on a flat area of a Van or SUV or floor board of your vehicle, with air conditioning flowing around the cake, and a non-slip mat under the box or cake board to prevent sliding.

DELIVERY

- Due to the logistics of scheduling multiple deliveries and set ups each day, Pua Cake Studio Hawaii requires a time "range" for delivery of your event cakes, as provided by you.

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- You are responsible for confirming this time with your reception/venue staff or wedding coordinator. Cake tables must be set up and ready for us to arrive before the start of this time range. Plateaus, pedestals, risers and dessert trays must also be set-up and in place if we are not providing them.
- Deliveries to outdoor sites are scheduled as close to the event time as possible, to allow for any last minute changes to cake table location or risks of damage, due to weather.
- Call to inform us of any changes to the time range for delivery, immediately, so Pua Cake Studio Hawaii can do everything in its power to avoid scheduling conflicts. Please note that our phone number at the bottom of this contract.
- Please keep in mind that any delay to delivery affects not only Pua Cake Studio Hawaii and it's staffed labor, but also all clients expecting delivery following yours. Pua Cake Studio Hawaii charges \$25 per half hour of delay in setting up our cakes at any venue, rounded up to the next half in cases of partial periods. Venue must be unlocked, opened, and cake table set up at the start of the time range to avoid this penalty. The responsibility of this fee is placed upon you, the paying client, and will be invoiced following the event.
- Delivery times that are inflexible (that can only be made within a 2 hour window as specified by you or the venue) may incur an additional fee. For example, if you do not have flexibility of delivery, and your window for set up requires us to staff additional vehicles and personnel to meet all of our obligations, we may charge for added labor and delivery staff.
- Pua Cake Studio Hawaii is not responsible for any damages incurred to the cake after delivery and set up is complete.
- Due to the logistics of scheduling multiple deliveries and set ups each day, we require a time "range" for delivery of your event cakes, as provided by you. You are responsible for confirming this delivery time with your reception/venue staff or wedding coordinator.
- Cake tables must be set up and ready for us to arrive before the start of this time range.
- Plateaus, pedestals, risers and dessert trays must also be set-up and in place prior to delivery if we are not providing them.
- Deliveries to outdoor sites are scheduled as close to the event time as possible, to allow for any last minute changes to cake table location or risks of damage, due to weather.

PHOTOGRAPHY OF YOUR CAKE

Pua Cake Studio Hawaii reserves the right to take and use photographs of your cake(s) and desserts, before, during and after set up, including scene type photos of the event location, to use for marketing, advertising, and promotional purposes, without compensation to you.

ALLERGENS

- Pua Cake Studio Hawaii, is a licensed, insured, and health permitted bakery. Pua Cake Studio Hawaii is NOT a peanut-free facility and cannot attempt to reduce some allergens in your cakes, we cannot reduce allergens or prevent peanut/nut cross contamination in our common prep areas.

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- Pua Cake Studio Hawaii processes known allergens such as peanuts, tree nuts, wheat, dairy, gluten, and eggs. You agree to notify guests of allergen risks and hold us harmless for any allergic reaction.

NATURAL DISASTER/ACTS OF GOD

- Performance of this agreement is contingent upon the ability of Pua Cake Studio Hawaii, to complete this agreement when delay or default is caused by conditions beyond its control, including but not limited to, illness, Acts of God, government restrictions, war, terrorism, criminal act, insurrection, and/or any other causes beyond the reasonable control of the company.

INCLEMENT WEATHER, ENVIRONMENTAL EMERGENCIES

As long as we have electricity, we will do everything in our power to complete your order as discussed. If we are unable to complete and deliver your cake due to emergencies that are not within our control, we will call you as soon as possible and do everything we can to assist you. In any situations out of our control, all monies paid will be **100% refunded**.

JURISDICTION/CHOICE OF LAW

The Parties agree under this contract that any dispute, whether in law or equity, will be determined under the Laws of the State of Hawaii and agree that jurisdiction for any dispute arising from this contract or between the Parties hereto shall be in Oahu, Hawaii.

I have read the policies set forth by Pua Cake Studio Hawaii and fully understand and agree to the terms by providing the information and signature below:

_____ Date: _____
Client Full Name (Print)

Client Signature