

Baked Elegance Bakery

Cake Contract

Terms and Conditions:

Your initial deposit is non-refundable and ensures that your order is placed and date saved for your occasion. The deposit must be submitted by the Deposit Due date located on the order form. The deposit shall equal to 50% of your order balance. Deposits are non-refundable under any circumstance. Final payment for your order must be submitted by the date located above. We reserve the right to refuse your order pending reasonable circumstances deemed by the bakery and its staff. Refunds will not be permitted within 14 days of your event date. Any changes to design, guest count, flavors, colors, etc. must be made prior to 20 days of your event. Changes may also result in a price difference which will be added or subtracted to your final balance.

Baked Elegance Bakery will make every possible effort to create and safely deliver your order. Once order has been delivered and setup has been completed, Baked Elegance Bakery is not responsible for any damages or injury that occurs as a result from your guests, caterers, florists, or any other person's acts with regard to your cake or any property damage. Baked Elegance Bakery shall not be responsible for the condition of your cake after it has been delivered. High temperatures could affect your cake. It is your responsibility to arrange with the location an appropriate place for your cake, out of direct sunlight and away from unnecessary heat sources. Should you choose to pick up your order, Baked Elegance Bakery shall not be responsible for any damages incurred once the cake leaves the premises of Baked Elegance Bakery. Baked Elegance Bakery provides a Cake Care Instruction card with your order. It is important that you and your party follow those care instructions to avoid any mishandling of your cake after it leaves our possession.

Cake designs are considered a form of art. Baked Elegance Bakery will do our very best to replicate and create your design as closely as possible. Baked Elegance Bakery reserves the right to photograph your cake for our own reference, display, or promotional advertising without compensation to you. If a sketch is needed, you are entitled to up to two - complementary revisions (for a total of three (3) sketches). Should any sketches be required thereafter, additional sketches will be provided at a cost of \$15 per revision. Once your design has been completed in the final sketch, you are required to sign off on the design of your choosing.

Additional items (faux cakes, stands/displays, equipment, and other rental items) must be returned within 48 hours of your event date stated on your invoice unless Baked Elegance Bakery agrees to pick items up. A \$10 late charge will be applied for any equipment not returned on time, per every day late unless arrangements have been made with Baked

Elegance Bakery. The deposit on equipment rentals is refundable provided the rental items are returned in the same exact condition and within 48 hours of the delivery time and date. After 48 hours the rental deposit becomes non-refundable and shall be forfeited unless discussed with the bakery. If you have your own decorations to provide for your cake, you agree and understand that the bakery will need them to be delivered to us at least three days prior to the due date of your event.

Our bakery is able to deliver your custom cake but will have to apply a delivery fee. Fees for local, in town delivery will consist of a flat rate \$35 for large custom cakes, and \$10 for small cakes. For delivery outside of Grand Junction, Colorado a delivery fee will be charged by the distance - \$1.50 per mile. Delivery charges will be applied to your overall balance due.

Once a cake has been delivered/accepted by you or your designated person, it is not eligible for returns. This is not optional nor negotiable. We will not accept any cakes for returns once it leaves our premises. We can not work on any cakes once it leaves our possession. Should you feel inclined to bring a cake to us after it has left our premises, no refunds will be issued as Baked Elegance Bakery complies with Local, State and Federal food handling procedures and regulations to ensure the safe handling of your cake order and in doing so must ensure the safety of other items in our bakery and kitchen.

Our products may come into contact with milk, nuts, wheat, gluten, soy and other common allergens. You agree to notify your guests of the risk and hold us harmless for allergic reactions. Performance of this agreement is contingent on the ability of Baked Elegance Bakery to complete the agreement and is subject to labor disputes or strikes, accidents, Acts of God and Acts of Nature, and other causes beyond our control.

* Indicates required question

1. **I have read and agree to the terms laid out in this contract and understand the policies as they have been written out. In agreement to the terms and conditions of the contract, I understand that should I not follow these agreements as laid out in this contract then Baked Elegance Bakery can and will cancel the cake order.** *

Check all that apply.

- ☐ Yes
☐ No

2. **Date of Contract Being Signed ***

Example: January 7, 2019

3. Please Sign below agreeing to the terms of this contract *

A copy of this contract will be given to you - the customer- for your records and one will be kept on file for us - the bakery.

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