



# Wedding Contract

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CFO LICENSE #AR1356738



Event Date:

Price of Cake:

Full Name:

Delivery Fee:

Address:

Retainer Fee/ Initial Payment:

Contact Number:

Delivery Time:

Email Address:

Cake Stand Rental:

Venue | Address

Initial Payment (non-refundable retainer) due immediately for order to be considered booked.  
Final Payment due 4 weeks prior to event date. Orders placed less than 30 days prior to event are required to pay in full at time of order.

## CAKE DETAILS

Number of Servings:

Tier 1: (Flavor and Filling)

Tier 2: (Flavor and Filling)

Tier 3: (Flavor and Filling)

Tier 4: (Flavor and Filling)

Tier 5: (Flavor and Filling)

CAKE SKETCH / INSPIRATION PHOTO: White Roses and Greenery, Mr & Mrs Cake Topper, Pearl Trim Edge

# TERMS AND CONDITIONS

## Retainers, Deposits, Payments

1. The date of the event is considered "booked" upon receipt of a non-refundable retainer equaling 50% of the total value of the cake before any discount, delivery charges, equipment deposit and signed contract. Your cake is not considered booked until retainer is received. Priorities are given to booked orders.
2. The final payment is due 30 days prior to event date.
3. Rush fees may apply if cake is requested less than 14 days.
4. If the Client fails to make payments, Sweet Creations by Gigi will cease work, the order will be cancelled, and no refund will be given.
5. Preferred methods of payment are CASH, ZELLE, APPLE PAY: 5598590463
6. The Client will have a grace period of 24 hours after the payment due date to pay debt before the contract is cancelled.
7. Returned checks and surcharges will be charged a \$35 fee.
8. Your order becomes reserved only when this cake contract is drawn up, acknowledged & 50% retainer is received.
9. The retainer is paid to reserve your date and is NON-REFUNDABLE in the event of a cancellation.
10. Cakes are first come first serve and we only do a limited number of cakes per week. However, if you need to change dates or move your event, please call us and we will do everything in our power to make accommodating arrangements.

## Liability | Fulfillment of Contract

1. Sweet Creations by Gigi is not responsible for bodily injury, property, or consequential damage, which may result from services.
2. Sweet Creations by Gigi is not responsible for any damage to the cake or shortage of cake.
3. Sweet Creations by Gigi will not deliver a cake if payments have not been paid in full.
4. Sweet Creations by Gigi is not responsible for any delay or inability to deliver based on accidents, natural disasters, transportation issues, inclement weather, illness, death, labor troubles, delay in supplies, or any other circumstance beyond our control.
5. If Sweet Creations by Gigi has completed the cake but it can't be delivered due to uncontrollable circumstances, the Client will be refunded **100%** of the total cost. Sweet Creations by Gigi cannot be held liable for more than the cost of the above ordered cake.
6. If Client picks up the cake, Sweet Creations by Gigi no longer assumes any responsibility for damage caused to it.

## Postponement | Cancellation

1. The Client must notify Sweet Creations by Gigi immediately if there is a change in the date of the event or a complete cancellation.
2. If the postponement occurs before **30** days of the event, no penalty fee will be charged.
3. If the postponement occurs within **30** days of the event, the Client will be charged a **\$35** fee.
4. If a cancellation occurs **30** days prior to the date of the event, all money will be refunded minus the retainer fee.

## Changes to Order

1. Any changes must be submitted **30** days in advance.
2. Changes are subject to extra fees except for cake flavors.
3. There will be no changes allowed **14** days prior to the event.

## Design of the Cake

1. Sweet Creations by Gigi will follow the Client's requests as closely and as legally possible to create the exact cake desired.
2. Sweet Creations by Gigi cannot duplicate an exact copy of another cake artist's work but will ensure the look is similar.
3. Due to the nature of manual color matching, Sweet Creations by Gigi cannot guarantee absolute color matches. We will get as close as possible within the limitations of this art medium.
4. All copyrighted or trademarked designs will not be made due to copyright laws.
5. From time to time, we may need to add edible or non-edible components to make your cake stable. This can include but is not limited to: Plastic or wooden dowel rods, rice Krispy treats, cake boards in between tiers, parchment or wax paper in between tiers, wooden picks to hold cake toppers and ribbons.
6. All quotes are final once a contract is accepted, and retainer paid.

### **FRESH FLOWER USAGE**

- In the case of fresh flower usage on the cake, the responsibility of the flower safety and safe food practices will rest with the florist. The person placing this order should obtain a notice of plant safety, in question, from the florist.
- **Sweet Creations by Gigi** is not responsible for any damage to the cake caused by the placement of flowers by another party or other items on the cake.

### **BOLD COLORS**

- The colors **blue, green, gray, black, red, and purple** or any shade of the dark colors **cannot be guaranteed**. These colors are unstable and tend to fade and /or bleed into surrounding colors and frosting, especially on an outdoor venue.

## Serving Amount & Sizes

1. The serving size of a slab cake is roughly 1 inches wide x 2 inches long x 4 inches high (our cakes tend to lean closer to 5" or 5.5" high.) All pricing is based per serving per this size.
2. A cutting guide will be provided at cake pick up/delivery.
3. Serving size estimations are not guaranteed to be exact.
4. Sweet Creations by Gigi is not responsible for a shortage of cake if the pieces are cut too large.

## Allergy & Dietary Warnings

1. Sweet Creations by Gigi's baked goods are made in a kitchen with shared equipment and may have come in contact with the following ingredients: Wheat, Eggs, Dairy, Nuts, Red Food Coloring.
2. Natural dyes, artificial dyes, artificial flavorings, sugar, artificial sweeteners, artificial color, and other allergens not listed.
3. The Client is responsible for pointing out to guest's potential allergy hazards

## Delivery and Set Up

1. Delivery is HIGHLY recommended on all tiered cakes.
2. We have a flat rate delivery charge of \$50 within Visalia, \$85 surrounding towns within 30-mile radius and \$125 within 60 miles.
3. The Client may pick up the cake but will be required to sign a waiver. The Client assumes liability once it passes into the Client's possession.
4. The Client is responsible for providing a suitable environment for the cake (away from heaters, vibrations, people, suitable surface, suitable outdoor setting). Cakes are fragile and are made with real ingredients. BUTTERCREAM WILL MELT IN EXTREME HEAT.
5. Once the waiver is signed, Sweet Creations by Gigi is not responsible for cake collapsing, melting, pokes etc.

## Cake Care

1. All Cakes should be stored in a cool, dry place, preferably in the box they were supplied in.
2. Sugar paste / fondant is a choking hazard for children under the age of 3. Please remove these pieces prior to serving to a child.
3. Buttercream cakes are best kept refrigerated until 60 minutes prior to the event to ensure the icing does not melt.
4. Use a sturdy cake stand at least 1" larger than the base of the cake.
5. Remove all cake decorations and dowel rods before cutting and serving.
6. Store leftover in refrigerator in an airtight container.

## Cake Stand Rental

All rental items will be for a three (3) day period. The day of the event and up to two (2) days thereafter. A late fee of \$3.00 per day will be imposed for each day the items are late. Should any parts be not returned or damaged in any way, the renter is responsible for the cost of replacing the entire item.

## Photographs and social media

We respect the privacy of all our clients. We will not disclose the identity of clients (photographs of people, last names, event details, contract details) without permission. We do however, reserve the right to photograph baked goods and use those photos on our website, social media, or marketing materials.

## Cake Contract Agreement

Your cake is very important to us. Please carefully look over the event and cake details in the contract to make sure that everything is correct. If you find any mistakes, let us know immediately. Please sign below to show that you agree to the details of your order as stated in this contract.

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Print Name and Signature

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Date