

## **Terms and Conditions**

### *Retainers, Deposits, & Payments*

1. The date of the event is considered “booked” upon receipt of a non-refundable deposit equaling 50% of the total value of the cake, delivery charges, equipment deposit and signed contract.
2. The final payment is due on the date specified on the invoice.
3. If the cake is booked 14 days or less before the reception, the deposit will equal 75% of the total cost.
4. If the customer fails to make payments, Twins’ Bakery73 will cease work, the order will be cancelled and no refund will be given.
5. Preferred methods of payment are Zelle and Venmo. Cash payments are not accepted. Cash on delivery is not accepted.
6. The customer will have a grace period of 3 days after the payment due date to pay debt before the contract is cancelled.

### *Liability*

1. Twins’ Bakery73 is not responsible for bodily injury, property or consequential damage, which may result from services.
2. Twins’ Bakery73 is not responsible for any damage to the cake or shortage of cake caused by anyone NOT employed by Twins’ Bakery73.
3. Twins’ Bakery73 will not deliver a cake if payments have not been made in full.

### *Fulfillment of Contract*

1. Twins’ Bakery73 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, disputes or strikes, or any other circumstance beyond Twins’ Bakery73’s control.
2. If Twins’ Bakery73 has completed the cake but it can’t be delivered due to uncontrollable circumstances, the customer will be refunded 30% of the balance.
3. If a customer picks up the cake, Twins’ Bakery73 no longer assumes any responsibility for damage caused to it.
4. A contract that is unsigned by the customer will still be valid if the customer submits a deposit to the bakery. By doing so, the customer agrees and acknowledges all terms of the contract.

### *Postponement/Cancellation*

1. The customer must notify Twins’ Bakery73 if there is a change in the date of the event or a complete cancellation.
2. If the postponement occurs before 18 days of the event, no penalty fee will be charged.
3. If the postponement occurs after 14 days prior to the event, the customer will be charged a postponement fee.
4. If a cancellation occurs 30 days prior to the date of the event, all money will be refunded minus the retainer fee.
5. If a cancellation occurs after 21 days prior to the event, 65% will be refunded less the non-refundable retainer fee.

### *Changes to Order*

1. Any changes must be submitted 21 days in advance.
2. There will be no changes allowed 14 days prior to the event.
3. Changes to the order may result in additional fees.

### *Design of the Cake*

1. Twins' Bakery73 will follow the customer's requests closely to create the cake as discussed.
2. Twins' Bakery73 cannot duplicate an exact copy of another cake artist's work but will take into account any inspiration pictures submitted.
3. Color matching is not a precise science and different sugar substrates take color differently. Twins' Bakery73 will do everything possible to make substrates 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. Twins' Bakery73 cannot match 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.

### *Structural Integrity*

To maintain stability and the integrity of your event cake, your cake will be equipped with items used in construction for stability, support and transportation. These include, but not limited by, dowels, pvc pipe, skewers, wires and straws. These will have to be removed during the cake cutting process and is the responsibility of the cake purchaser. Twins' Bakery73 takes no liability for any damages to cake or personal injury by these structural additions. The bakery reserves the right to make design and structural changes to your cake on site or off, without prior notification.

### *Serving Amount & Sizes*

1. The serving size is 1/2 inches wide x 1 inches long x 2 inches high.
2. Serving size estimations are not guaranteed to be exact.
3. Twins' Bakery73 is not responsible for a shortage of cake if the pieces are cut too large.

### *Allergy & Dietary Warnings*

Twins' Bakery73 can attempt to reduce some allergens in your cakes, the bakery cannot prevent cross contamination in our common prep areas. The bakery processes known allergens such as tree nuts, peanuts, wheat, dairy, corn, gluten, and eggs. You agree to notify guests of allergen risks and hold us harmless for any allergic reaction.

Twins' Bakery73's baked goods may have come in contact with the following ingredients:

- Dairy
- Soy
- Eggs
- Tree nuts
- Peanuts
- Wheat
- Natural dyes, artificial dyes, artificial flavorings, sugar, artificial sweeteners, artificial color and other allergens not listed.

The customer is responsible for pointing out potential allergy hazards to guests.

### *Props, Cake Stands & Equipment Rentals*

1. A \$200.00 security deposit is required for all rental equipment.
2. The equipment must be returned within 72 hours of the event.
3. The returned equipment is evaluated and a refund of the deposit is based on the condition of the items.

### *Ornaments, Toppers, Flowers*

1. All ornaments and toppers not provided by the bakery, should be brought to the bakery 7 days prior to your event so they can be assessed for weight and stability and cake reinforcements can be prepared. Twins' Bakery73 reserves the right not to place ornaments on your cake if Twins' Bakery73 feels that doing so will cause damage to your cake. Any toppers not used will be returned to you on the date of the event.
2. Fresh flowers should be brought to the bakery one or two days before your event to be prepped and ready for use. Keep in mind that some flowers are harmful when consumed, and caution should be exercised by you and your florist when selecting flowers for your cake.
3. Twins' Bakery73 is not liable for any damage or illness caused by floral inserts into the cake.
4. You are responsible for ordering flowers from your florist to adorn your cake unless other arrangements are discussed and approved by the bakery.
5. All flowers and florals used by the bakery will be prepped and safely wrapped to ensure that they are safe to be applied to the cake. This does not mean flowers should be consumed. The bakery strongly advises against the consumption of any flowers placed on the cake and does not assume liability for any injury as a result of this.
6. Unplanned ornamentation, left for us at the cake table, will result in additional charges and an invoice for staff labor will be sent after setup. Please be sure to discuss on site decoration with us in advance of delivery to avoid additional charges.
7. All personally supplied items must be submitted to Twins' Bakery73 at least 2 days prior to the event.

### *Delivery and Set Up*

1. There is a delivery fee of \$10 (base rate) and \$0.56/mile driven (round trip).
2. Twins' Bakery73 is not responsible for tardiness if the venue is changed within 48 hours of the event.
3. The customer may pick up the cake. The customer assumes liability once it passes into the customer's possession.
4. The customer is responsible for providing a suitable environment for the cake (away from heaters, vibrations, people, suitable surface, suitable outdoor setting).
5. Once the waiver is signed, Twins' Bakery73 is not responsible for the cake including collapsing, melting, pokes etc.

### *Photographs*

Twins' Bakery73 reserves the right to take and use photographs of the cake for advertising, marketing, and promotional purposes without compensation to you.

### *Complaints/Negative Reviews*

1. Twins' Bakery73 prohibits any customer from slandering, backbiting, or negatively reviewing our products/services online, in-person, or via any other forum before a complaint is made to us in writing.
1. Once the issue is settled, legally, monetarily, or otherwise, the customer is no longer allowed to mention the dispute on public forums, social media, or other platforms.
2. If a refund is issued to resolve a complaint, the customer accepts it as a sign of good faith, not an acknowledgment of fault and therefore they are not entitled to negatively review Twins' Bakery73 on the matter.

### *Outdoor Venue Settings*

Outdoor settings are unpredictable. While the bakery will do everything in its power to minimize weather damage, cake and sugar will melt in temperatures above 72 °F and in high humidity. Twins' Bakery73 is not responsible for damage caused by weather.

### *Venue and Site Conditions*

1. Twins' Bakery73 reserves the right to refuse to set up 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 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.
2. Cake is heavy and requires a perfectly level and sturdy table and cake plateau/stand. Twins' Bakery73 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.
3. Once cakes are set up, they are not intended to be moved until served. Twins' Bakery73 is not responsible for damage caused by others after the cake is set up by the bakery.
4. Tall cocktail tables are not suitable for tiered cakes over 2 tiers tall, and are not recommended for cake set ups.
5. Please be aware that 5 tiered or larger cakes on a standard height table may require a step stool or step ladder to disassemble and serve.

### *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 Connecticut.