



1610 38<sup>th</sup> St., Spirit Lake, IA 51360

(712) 336-4588

The wedding cake contract is provided to ensure that your wedding cake will be made, designed, and delivered to you upon the specifications you request. In order to cover all the expenses and the time frame needed to make the cake design you have chosen, the contract outlines all the necessary information on when payments need to be made and when cancellations are accepted. Your date becomes reserved when I receive your \$50 non-refundable save-the-date deposit. ( Wedding orders under \$100 must pay a \$20 deposit). This does go towards the cake order. Save-the-date deposits are non-refundable because other business is turned down in order to focus on your cake. This deposit also covers any preliminary expenses, as well as the time spent in the consult and design process.

**Down Payment-** A non-refundable \$50 deposit (\$20 for all wedding orders under \$100) is expected when you reserve your date. In the event of a cancellation, the deposit will NOT be refunded for any reason, this guarantees the date of your wedding.

**Changes and Final Payment-** Changes to an existing order: size, design, flavor, or filling, etc., will be accepted 30 days prior to wedding date. After that, I will not accept any changes.

**All cakes must be paid for 30 days prior to wedding date-** Cakes cancelled prior to the 30 days, will be refunded the total cost minus the \$50 or \$20 deposit and any items purchased specifically for your cake. After the 30 days, there are absolutely no refunds given for any reason for cancelled cakes. If full payment has not been received 30 days prior to wedding date, I reserve the right to refuse your order.

**Equipment Details-** If your cake requires equipment, such as, columns, cake plates, cupcake stand, or a cake stand, a Rental fee must be paid at the time of the final payment. The amount of the deposit will be depended on what equipment is used.

**Delivery and Set up-** Delivery cost for Dickinson County is \$15. Anything past Dickinson County is an additional \$1 per mile. I also have a set up option (baked goods placed on your display) for an additional \$25. If you or your representative elect decide to pick up the cake, you assume all liability and responsibility for the condition of the cake(s) once it leaves Creative Cakes by Mindy. I am not responsible for any damages to the cake after set up is complete. It is in your best interest to have someone sign-off on the cake. You are responsible for providing an appropriate and secure table and environment for the cake(s).

**Cake cutting-** Available for \$50. Will only cut cakes purchased through Creative Cakes by Mindy.

**Samples-** samples are included once the deposit is made and must give a week notice to make (on orders of \$100 or more). If no deposit have been made, the cost is \$15. If you later book, the \$15 will come off the deposit. Samples include 9 cupcakes up to 3 flavors (excludes alcohol, with exception of champagne, and filled). Cost of samples will not come off of deposit on wedding orders under \$100.

**Outside Weddings-** I am not responsible for any damages to the cake when set up outdoors, including but not limited to: heat, humidity, rain, bugs, etc.

**Allergies and Flowers/Produce-** My products may contain or come into contact with milk, wheat, nuts, soy, and other allergies. You agree to notify your guests of this risk and hold us harmless for allergic reactions. If flowers are provided by and outside source, I will arrange them for free on the cake. You acknowledge that fresh flowers are not a food product, and may contain pesticides, insects, dirt, or other contaminants. You acknowledge that Fresh produce can also contain pesticides, dirt, or other contaminants.

**Photography-** I will photograph my cakes and reserve the right to use any photographs for display or promotion without compensation to you.

Performance of this agreement is contingent upon the ability of Creative Cakes by Mindy to complete the agreement and is subject to accidents, acts of God, and other natural causes.

All terms and conditions of this contract have been read and understood.

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Signature

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Date

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Print Name

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Wedding Date

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Email

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Phone

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Signer of recipient (day of delivery)