



Cotton Flat Cakes

CUSTOM CAKES

Midland, Tx

Wedding and Large Event Contract

This agreement is made between Cotton Flat Cakes (“Baker”) and the undersigned client(s) (“Client”) for the purchase of a custom wedding cake and/or desserts.

1. Order Confirmation & Deposit

A non-refundable deposit equal to 100% of supply costs plus 50% of the total cake price is required to confirm and reserve the event date. No dates are secured without receipt of deposit payment.

2. Final Payment

The remaining balance must be paid no later than 14 days prior to the wedding date. Failure to remit final payment by the due date may result in cancellation of the order without refund and release of the cake and/or other product(s).

3. Cancellation Policy

All deposits received are non-refundable. Cancellations 15+ days prior to event date will allow refunds of the amount paid, minus any deposit amount. Cancellations within 14 days of the event shall not receive refunds of any amount. No refunds of any kind shall be issued for no-shows or abandoned orders.

4. Rescheduling

One reschedule request may be honored **if Baker’s availability permits**, provided it is made at least 30 days before the scheduled event date. Rescheduling is not guaranteed and additional charges may apply due to supply replacement or design changes.

5. Design & Artistic Variation

Custom cakes are artist creations. While every effort is made to match the agreed design inspiration exact replication of colors, textures, florals, or decorations cannot be guaranteed. Variations due to lighting, photography references, edible materials, and seasonality are expected and accepted. Client waives claims related to aesthetic variation if design generally conforms to the agreed concept.

6. Fresh Flower & Non-Edible Décor Disclosure

If fresh flowers or other non-edible décor elements are incorporated Client understands that they are not food products and are thereby not edible. Flowers contain pesticides, insects, or contaminants despite barrier precautions. Client accepts all risks and releases Baker from liability related to fresh floral and/or non-edible décor use.

7. Allergy Disclosure

Cotton Flat Cakes operated from a home kitchen where know allergens are present and include, but are not limited to wheat, eggs, dairy, soy, tree nuts and shellfish. Cross contamination cannot be fully eliminated. Client assumes full responsibility for notifying guests of allergen risks. Baker shall not be liable for allergic reactions.

8. Pickup & Transportation Policy

Unless delivery is added and mutually agreed upon by Baker and Client, all orders will be required to be picked up by Client or a representative of Client at Cotton Flat Cakes. Upon pickup, all liability transfers to the Client. No refunds, replacements, or reconstruction will be issued for damage during transportation, setup by the Client, or Client's representative, or storage issues. Baker is not responsible for shifting tiers, melting, tipping, breakage or structural failure of the product(s) once the product(s) leave Cotton Flat Cakes' possession.

9. Delivery Option & Liability

Cotton Flat Cakes offers delivery services within a one-hour driving radius of the bakery location (5615 South County Rd. 1185, Midland, TX) for an additional delivery fee. Delivery includes transportation of baked goods to the venue and set up. Delivery does not include cake cutting services, venue coordination beyond placement and setup alterations requested by venue staff and/or clients. Once delivery is completed and the cake is placed liability is immediately transferred to the Client. Baker is not responsible for venue staff handling, improper placement, heat exposure, guest interference, or delayed service. Client authorizes Baker to leave the venue once the cake placement is complete.

10. Cake Handling & Storage

Client acknowledges that cakes must be stored in a cool refrigerator or climate controlled environment as they are food products and are highly perishable. Baker is not liable for any quality degradation due to venue temperature, humidity, or handling after delivery or pickup of product(s).

11. Structural & Safety Components

Client acknowledges that wedding cakes and other baked goods may contain plastic or wooden support dowels, floral wires, and/or skewers or toothpicks. Client is responsible for ensuring removal of these items prior to consumption and holds Baker harmless if not done so accordingly.

12. Food Safety & Guest Conduct

Cotton Flat Cakes does not recommend or support activities that involve direct contact between faces, mouths, or hands and shared cake products, including, but are not limited to face-smashing or cake smearing activities. These actions pose food contamination risks and Baker assumes no responsibility for any resulting illness, injury or contamination from such activities.

13. Taste, Satisfaction & Acceptance

Taste is subjective. Once product(s) have been picked up or delivered it is deemed accepted by the Client. No refunds will be issued due to personal preference, color/displays, or subjective assessments.

14. Force Majeure

Neither party shall be held liable for failure to perform due to circumstances beyond reasonable control, including, but not limited to illness, accidents, power outages, extreme weather or other emergencies. If Baker is unable to perform all payments made, including deposits, will be refunded.

15. Texas Cottage Food Law Disclosure

Products from Cotton Flat Cakes are produced in a residence that is not inspected by the Texas Department of State Health Services in accordance with the Texas Cottage Food Law.

16. Photo & Marketing Release

Client grants Baker permission to photograph product(s). Any images or videos taken may be used for advertising, websites, or social media purposes. Photos will not identify the Client by name without permission and Client will receive no compensation for images/videos used.

17. Payment Methods

Accepted payment methods include cash, cashier’s check, Apple Pay and Venmo. Personal checks will not be accepted. Payment confirmation is required before processing or confirming any order.

18. Entire Agreement

By signing below, Client confirms full understanding and acceptance of all policies outlined in this contract. Client agrees to hold Baker harmless for matters outlined herein and consents to all food safety and liability terms.

Client Information

Client Name(s): _____

Event Date: _____

Phone Number: _____

Pickup / Delivery
(Please Circle One)

Delivery Information (If Selected)

Venue Name: _____

Venue Address: _____

Venue Phone Number: _____

Wedding/Event Coordinator Name & Phone Number:

Payment Information:

Total Contract Amount (delivery & setup fees included if applicable): \$ _____

Deposit Paid and Method: \$ _____

Final Payment Amount and Method: \$ _____

Final Payment Due Date: \$ _____

Client Signature: _____	Baker Signature: _____
Printed Name: _____	Printed Name: _____
Date: _____	Date: _____