

THE ENCHANTED COTTAGE BAKE SHOP, LLC

TERMS AND CONDITIONS

- 1. ENTIRE CONTRACT.** This Contract represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understanding and representations (if any) made by and between such parties.
- 2. AMENDMENTS.** The provisions of this Contract may not be amended, supplemented, waived or changed orally, but only by a written and signed contract by the party.
- 3. DEPOSIT AND CANCELLATIONS.** For orders that are NOT for Weddings, your initial deposit, fifty percent (50%) of the cake order, reserves your event date and is non-refundable. For Weddings, your initial deposit, twenty five (25%) of your order, reserves your event date and is non-refundable. If you need to move your date, we appreciate you giving as much notice as possible, and if able to re-book, your deposit will be reapplied.
- 4. BALANCE.** We must receive payment for the remaining balance by the due date indicated, or the contract is null and void, and of no further force and effect, and the deposit will not be refunded. For Weddings, the due date for the remaining balance is 1 month prior to the event. Payment collection is through Square **only**.
- 5. ORDER CHANGES.** One (1) week before the pick up date is the final date to make changes of size, style, or flavors of your cake. Any changes after this time cannot be guaranteed and may be subject to additional charges.
- 6. DELIVERY.** Delivery and set up is free if delivered within a ten (10) mile radius (round trip). Should the final destination be further than ten (10) miles, a delivery charge of one dollar (\$1.00) per mile will be assessed. It is your responsibility to make sure you are available (if delivered to your home), or the reception hall is open/available for set up at the appointment time. Should we have to wait at the site for the location to be opened, you will be billed for the time incurred at an hourly rate of twenty five dollars (\$25.00) per hour. Should you change the time or location of the reception, notify The Enchanted Cottage Bake Shop, LLC immediately. We will not be responsible for the cake being late due to last minute changes we were not notified of. Our goal is timely and efficient delivery. At this time, we do NOT offer surprise deliveries, for both parties safety. If the ordering party will not be receiving the cake, The Enchanted Cottage Bake Shop, LLC, must have the name and phone number of the receiving party. The Enchanted Cottage Bake Shop, LLC will contact the receiving party to confirm delivery details.

7. **DAMAGES.** The Enchanted Cottage Bake Shop, LLC is not responsible for any damages to the cake and desserts after setup is complete, delivery is completed, or after pick up. You are responsible for providing an appropriate and secure table and environment for the cake. If you are driving it home or to another location, please have a stable storage and a well air conditioned vehicle. Cakes are heavy and require stability, and an optimal room temperature of seventy five (75) degrees or below. Please utilize our Cake Care cards for reminders.

8. **NON-EDIBLE DECORATIONS.** If natural flowers are used as décor, you acknowledge that fresh flowers are not a food product, and may contain pesticides, insects, dirt, chemicals, or other contaminants. The Enchanted Cottage will either utilize flower tape or chocolate covering to ensure stems do not contaminate the cake. You are responsible for making sure all non-edible items (fresh flowers, silk flowers, ribbons, rhinestones etc), you have requested on your cake as decoration are removed from the cake before it is cut and served. When choosing a topper, please take into consideration its weight, balance and the fact that it is sitting on top of a cake. The Enchanted Cottage Bake Shop, LLC is not responsible for any damages to the cake or the topper, should it fall off the cake or sink into it (if heavy).

9. **NON-EDIBLE INTERIOR SUPPORTS.** The Enchanted Cottage utilizes interior supports and dowels on multi-tiered cakes. There will also be a cake board in between every tier. These items are not edible and must be removed upon cutting the cake. A reminder of this information is on our Cake Disassemble Card. The supports ensure the cake stands, you are responsible to remove the support/boards before serving.

10. **CLIENT'S RESPONSIBILITY.** If you or a representative elect to pick up and set the cake, you assume all liability and responsibility once it leaves The Enchanted Cottage Bake Shop, LLC possession. We are not responsible for any shortage of cake caused by a guest, caterer, or any other person not employed by The Enchanted Cottage Bake Shop, LLC. Should any damage be incurred to the cake, we might be able to repair it on site for an additional charge.

11. **PICK UP AGREEMENT.** You are responsible to honor the agreed pick up time. If you are going to be later than ten (10) minutes, you must notify The Enchanted Cottage Bake Shop, LLC no later than one (1) hour before. To ensure a custom experience, pick up order times are staggered, and you may impede on the next pick up. Please honor your time. If you do not contact The Enchanted Cottage Bake Shop, LLC with a late notice, we cannot guarantee availability of pick up and you may lose your order.

12. **PHOTOGRAPHS.** We reserve the right to take and use our own photos of your cake(s) and desserts to use for marketing and promotional purposes, including advertising and promotion through our marketing partners, without compensation to you. We may also request photographs from your photographer for the same purpose, again without compensation to you, though we may be able to credit the photographer in some marking, if agreed by us and the photographer.

13. **FOOD ALLERGY INFORMATION.** Our products are created in a home kitchen under the Texas Cottage Laws, and this kitchen is NOT inspected by the Department of State Health Services or local health department. We do have our Food Handlers Certificate and uphold sanitation standards, however, our products may contain or come into contact with milk, eggs, wheat, nuts, coconut, cocoa, fruits, and other allergens. You agree to notify your guests of this risk and hold The Enchanted Cottage Bake Shop, LLC harmless for allergic reactions.

14. **LIABILITY.** Performance of this contract is contingent upon the ability of The Enchanted Cottage Bake Shop, LLC to complete the agreement and is subject to labor disputes, strikes, accidents, and other causes beyond our control. While we take our responsibility very seriously, there may be some extreme conditions, such as accidents, inclement weather, or pandemics, which may prevent us from fulfilling our obligation. Please keep your contact information and alternative contacts up to date so that we may notify you of any situation

15. **DESIGN.** We strive to decorate the exact cake design you want. Please keep in mind that it is a food based art and subject to slight variation. We encourage reference photos, but The Enchanted Cottage Bake Shop, LLC will not copy the copy exactly, in respect to the original artist. There will be variances in your cake, however, your inspiration will be honored. We will do everything possible to color match as closely as possible!

14. **REFUND POLICY.** A full refund will be issued if The Enchanted Cottage Bake Shop, LLC fails to deliver or have your cake prepared on the date/time of your appointment. If a customer provides the wrong date, time, or address, a refund will not be issued.

15. **PAYMENT METHOD.** Payments will be processed through Square, requiring a debit or credit card.

16. **GOVERNING LAW.** This contract and all transactions contemplated by this Contract shall be governed by, and construed and enforced in accordance with Texas Law.

The Enchanted Cottage Bake Shop, LLC

