

## Client Terms and Conditions

- 1) Definitions
  - a. "Bakery" means Frosted with Love Bakery.
  - b. "Client" means the person or business placing the order.
  - c. "Agreement" means these terms, along with any Cake and Dessert Planner form and any related written order details.
  - d. "Event" means the wedding, party, or other occasion for which the order is placed.
- 2) Scope of Services
  - a. All wedding and custom cake details will be written on a Cake and Dessert Planner form. When you reserve your event date with Frosted with Love Bakery, you will sign the form to confirm that the details are correct and approved.
  - b. A cake tasting and consultation is offered for cake orders of \$200 or more.
  - c. You may request changes to flavors, serving sizes, and design details up to 14 days before the event. Changes may increase the total price.
  - d. All order details must be finalized no later than 14 days before the event. At that point, a bakery representative will review the order with you, including colors, monograms, and other design details. After that, no further changes can be made.
  - e. Once the cake is finished, the bakery may send a photo by text or email so you can confirm that it closely matches the agreed design.
- 3) Pricing and Deposits
  - a. Buttercream cakes start at \$7.00 per slice, and fondant-covered cakes start at \$8.00 per slice. Final pricing may be higher depending on the complexity of the design.
  - b. Prices may change without notice, but once your agreement is signed, your agreed price will not change.
  - c. Quotes are valid for 30 days from the date they are issued.
  - d. For non-wedding cake orders, a 50% deposit is due when the order is placed. The remaining balance is due on the delivery date.
  - e. To reserve a wedding date, a 50% deposit is due when this agreement is signed. The remaining balance is due 14 days before the wedding.
  - f. All deposits and payments are non-refundable except as explained in the Cancellations and Refunds section below.
  - g. Rental fees for cake stands and display platters range from \$10 to \$90 per item, depending on what is needed. These fees will be discussed during your consultation. If rented items are returned clean and undamaged within 48 hours after the event, 80% of the rental fee will be refunded. If an item is returned dirty or damaged, that refund will not be issued.
  - a. You may cancel a wedding or custom cake order before the event date, subject to the terms in this section.
  - b. If you cancel, Frosted with Love Bakery will issue store credit for the amount you have already paid. This store credit must be used within 90 days of the cancellation date.
  - c. Deposits and cancellation payments are non-refundable because the bakery may already have spent time, materials, and scheduling resources on your order and may have turned away other orders for your event date. In those cases, you will receive bakery store credit only, which expires 90 days after the cancellation date.

- 4) Health and Safety Practices
  - a. Frosted with Love Bakery follows health and safety practices for preparing, handling, and delivering cakes and desserts.
  - b. The bakery uses face coverings and allergy-safe gloves when appropriate during preparation and delivery.
  - c. The bakery may limit in-person pickups or consultations and may instead require delivery, phone consultations, or scheduled tasting pickups when needed.
  - d. Clients and guests who enter the bakery for pickups or tastings may need to follow the health and safety procedures in place at that time.
  - e. The bakery may update its health and safety practices as reasonably needed to protect staff and customers.
- 5) Allergens
  - a. Frosted with Love Bakery does not use separate equipment for allergen-free production. All products are made in a facility that also handles milk, nuts, eggs, wheat, soy, and other common allergens.
  - b. During the initial consultation, the bakery will make reasonable efforts to discuss any known allergies you share.
  - c. You are responsible for telling the bakery about any food allergies affecting you or your guests before the order is finalized.
- 6) Color Matching and Decorative Finishes
  - a. The bakery will make reasonable efforts to match your event colors. To help with that, please provide color swatches or similar references when possible.
  - b. Because food-safe dyes and ingredients vary, exact color matches cannot be guaranteed, especially with butter-based frostings or colored flavorings.
  - c. When possible, the bakery may use gel, powdered, or other food-safe coloring methods to create darker shades. In some cases, cocoa or similar ingredients may be used as a base color.
  - d. Dark-colored frostings and fondants may deepen over time because of heat, humidity, or storage conditions, and they may stain teeth or leave an aftertaste.
  - e. The bakery will make reasonable efforts to reduce aftertaste by using alternative food-safe coloring products when available but cannot guarantee that staining or aftertaste can be completely avoided.
- 7) Delivery and Set-Up Fees
  - a. Set-up fees depend on the work required at the venue and will be discussed during the consultation. These fees start at \$45 per hour.
  - b. The standard delivery fee is \$50 for venues within 25 miles of the bakery's Durham, North Carolina location. Extra mileage or location-based charges may apply and will be discussed during the initial consultation.
  - c. Delivery is a professional service, and delivery charges are based on both distance and how difficult delivery is.
  - d. The bakery may use standard mapping services for directions. If the venue is difficult to find, you are responsible for promptly providing any access needed details.
  - e. During hot weather, delivery vehicles may be cooled in advance, and specialty cooling containers may be used to help protect the cake during transport.

- f. The bakery will make reasonable efforts to deliver on time. However, delays caused by traffic, accidents, weather, natural events, or other circumstances outside the bakery's control will not be considered a breach of this agreement.
  - g. Depending on the cake design, final assembly may take place at the venue to reduce the risk of damage during transport.
  - h. Once delivery and set-up are complete, the bakery may photograph the cake to document its condition at that time.
  - i. The bakery may provide care and handling instructions at delivery and may ask you to acknowledge receipt.
  - j. Frosted with Love Bakery is not responsible for damage that happens after delivery and proper set-up, including damage caused by anyone who moves, handles, stores, or changes the cake without the bakery's approval.
    - a. To the fullest extent allowed by law, Frosted with Love Bakery's total liability for any claim related to this agreement, the order, delivery, or the products provided will not exceed the total amount you actually paid for that order.
    - b. Frosted with Love Bakery will not be responsible for indirect, incidental, special, consequential, or punitive damage, including emotional distress, lost profits, lost opportunities, or other event-related expenses, even if the bakery was advised that those damages might happen.
    - c. These limits apply except where the law does not allow them.
- 8) Governing Law
- a. This agreement is governed by the laws of the State of North Carolina, without regard to conflict of laws and rules.
  - b. Any dispute related to this agreement must be brought in a court with proper authority in North Carolina, and both parties agree to that court's jurisdiction and venue.
- 9) Force Majeure
- a. Frosted with Love Bakery will not be considered in breach of this agreement, or otherwise liable for delays, failures, or inability to perform caused by events outside its reasonable control. These may include severe weather, natural disasters, fire, flood, power outages, transportation problems, labor disputes, public health emergencies, government actions, supply shortages, or similar events.
  - b. If one of these events occurs, Frosted with Love Bakery will make reasonable efforts to notify you and, when possible, reschedule services or offer another remedy at its discretion.
- 10) Entire Agreement
- a. This agreement, together with any signed Cake and Dessert Planner form or other written order documents it refers to, is the complete agreement between the parties about this order and replaces all earlier discussions, representations, understandings, negotiations, and agreements, whether oral or written.
- 11) Severability
- a. If any part of this agreement is found to be invalid, illegal, or unenforceable by a court with proper authority, the rest of the agreement will remain in effect to the fullest extent allowed by law.
- 12) Amendments in Writing
- a. Any amendment, change, or waiver of this agreement must be in writing and signed by both parties to be valid.



**Acknowledgment and Signatures**

By signing below, you confirm that you have read, understood, and agreed to these Terms and Conditions.

You also agree that you are responsible for sharing any needed handling, serving, storage, and allergen information with your guests when appropriate.

Client Name: \_\_\_\_\_

Client Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Bakery Representative: \_\_\_\_\_