

# BAKE ME AWAY LLC TERMS & CONDITIONS

Thank you for choosing Bake Me Away LLC for your event. Our goal is to ensure that our partnership is a sweet success from the booking through delivery/pick-up.

## 1. DEPOSIT/PAYMENT:

- Orders placed within 10 days of the requested delivery/pick-up date require 100% pre-payment to confirm the order.
- A 50% "Save the Date" non-refundable retainer is required to confirm the order within three (3) days of receipt.
  - Non-payment will result in the cancellation of the invoice.
- The remaining balance is due 10 days before the event date. The final due date will be listed on the invoice. Non-payment will make the contract null and void. The previously paid retainer will not be refunded nor available for future use credit.
- The final payment date (10 days before delivery/pick-up) is the FINAL date for any changes to the size, flavors, or style/theme to the order. Changes are subject to approval and any additional fees.
  - We will not refund any monies paid nor offer credit for a request to reduce the size/number of servings of the previously accepted order after completing the final payment.

**--- ALL ORDERS WILL BE INVOICED VIA SQUARE AND CAN BE PAID VIA CREDIT/DEBIT CARD. WE DO NOT ACCEPT VENMO, ZELLE, CHECKS, OR CASH ON DELIVERY/PICK-UP. ALL INVOICES MUST BE PAID IN FULL BY THE FINAL DATE LISTED. ---**

## 2. DATE CHANGES:

- Should a date change need to occur, 100% pre-payment is required before the new date is accepted.
- The accepted payment is non-refundable and non-transferable to another person for any reason. Bake Me Away LLC is not obligated to accept the date change request if we do not have availability. The original client listed on the original invoice will remain responsible for the total balance listed on the invoice.

Please note: Our goal is to help make our client's event a sweet success. Please communicate any changes or issues that may prevent our client from keeping the originally booked date. In the event of a rescheduling/cancellation, please allow Bake Me Away LLC to assist with available options to use the credit.

## 3. CANCELTION POLICY:

- Cancellations are accepted 10 days or more before the delivery/pick-up date. All monies minus the 50% non-refundable retainer will be returned within 14 business days.
- Cancellations 4-9 days before delivery/pick-up will be issued a future credit of any monies paid, minus the 50% non-refundable retainer.
- Cancellations within 72 hours before delivery/pick-up will forfeit all monies paid. Should this occur, your order will still be available for pick-up or may be donated to a local charity.
- All cancellations must be submitted in writing via email to [hello@bakemeawaytx.com](mailto:hello@bakemeawaytx.com)

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## 4. REFUND POLICY:

- A full refund will be issued if BAKE ME AWAY 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. *Please review the details in the invoice to confirm the correct information has been provided.*
- In the event of an emergency or an error during the order delivery, please contact us via phone (817-966-0101) IMMEDIATELY so we can correct the issue.
  - If the client is unsatisfied for any reason, please call us when the order is received to discuss options and to allow our team to make the necessary corrections/adjustments.
  - If the client is unsatisfied with their cake/order, we require the uneaten portions to be returned for inspection and testing to determine the issue. In the event of a credit being issued, the client will have 60 days to use the credit for a future order.
  - If the client is unable to return the items, it is assumed the order was used for the event. No monies will be refunded nor credited without receipt of the items.
- Flavor and texture are subjective. Refund/Future credit requests regarding flavor or texture will not be honored. Each order goes through quality testing before completion to ensure we deliver a satisfactory end product.
- Post delivery/pick-up Bake Me Away LLC is not responsible for damages, improper care, or handling or serving amounts.
  - At the time of delivery/pick-up, our clients receive a "Care" card with instructions with details on how to handle their order.
- DO NOT smash the cake into a guest's face or body. We use non-edible supports and decorations in creating your cake which can cause injury. Also, our buttercream sets are very stiff and can also cause injury. Bake Me Away LLC is not responsible for bodily injury or damages caused by such acts.
- All refunds will be sent to the original credit/debit card that was used at the placement of the order. We do not provide refunds via VENMO, ZELLE, CHECK, or CASH.
- Post-delivery we only offer credit for the use on a future order. No monies will be returned.

## 5. INSPIRATION PHOTOS/DESIGN REQUESTS:

**Bake Me Away LLC specializes in buttercream-covered celebration cakes. We DO NOT make cakes that are drug-related or pornographic. Also, we operate under the Texas Cottage Law guidelines and are not TABC (Texas Alcohol & Beverage Commission) certified. We DO NOT provide any alcohol bottles as décor.**

**Orders with these requests will be rejected via email. Thank you for understanding.**

- Our goal is to provide beautifully delicious desserts to enhance your special event. While we will use your inspirational photos as a baseline, BAKE ME AWAY LLC will not copy/replicate the photos provided out of respect for the original artist and to maintain the integrity of our brand. However, we will maintain the overall design/theme.
- We will attempt to match the color palette requested, however, there may be a slight color variance. We are not responsible for color changes that may occur after the preparation of the food items. As the dyed items sit, it is natural for this to happen.
- Client safety is the most important to our team. For this reason, we do not use non-FDA compliant nor non-edible GLITTERS, DISCO DUST, OR LUSTRE DUST on our items. We will only use

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FOOD SAFE sanding sugars, sprinkles, edible pearls, and/or other candy decor on your order. Our team will NOT compromise the health of our client(s) for design.

- It is the responsibility of the client to remove all edible and non-edible items along with the interior supports before consumption.

### 6. DELIVERY & SETUP:

- Delivery is **HIGHLY** recommended. However, customer pickup is an available option.
- Delivery and setup fees are included in the total invoice.
- We are not responsible for any damages to the cake after the setup is complete.
  - If the client requests our team to make any repairs due to no fault of Bake Me Away LLC or after set-up has been completed and our team has departed the venue, they are subject to a \$50 service fee.
  - We are unable to return to venues that are more than 25 miles to repair damages.
- Our delivery fee is \$10 within a 10-mile radius (roundtrip). Locations greater than 10 miles (roundtrip) will incur a delivery fee of \$1.00 per mile roundtrip. The final fee will be listed on the invoice.
- It is the responsibility of the client to ensure the event location is open and available for set up at the agreed time. Should we have to wait at the site for the event location to be opened or for your party to arrive, you agree to be billed for the time at a rate of \$30 per hour. This fee must be paid by Credit Card only before the setup of your order is completed.
- The client is responsible for providing an uncluttered, sturdy and secure table for your order. Please note our cakes are heavy and structurally sound when completed.
  - Please designate a member of your party to ensure that no one leans on or plays around the cake table.
- Please ensure that your environment is conducive to your order being displayed. The optimal room temperature of 73 degrees or below is recommended. During the summer months, we recommend a temperature of 68 degrees.
- Should you not be able to maintain the appropriate temperature, we recommend that the cake be stored in a refrigerator until 45 minutes before service for indoor locations. It is not recommended to keep your order in an outdoor location for more than 20 minutes during the warmer months.
  - We are not responsible for any damages related to heat exposure, melting, bug infestation (when cake is left outdoors), or any other damage that prevents safe consumption.

### 7. DELIVERY DELAYS:

- We strive to deliver each order during the agreed-upon timeslot. At times there may be incidents beyond our control that may cause a delay. Should a delay occur, we will contact you immediately and return the delivery fee.

### 8. PICK-UP AGREEMENT:

- Should the client elect to pick up and set up the order, they agree to assume all liability and responsibility for the condition of the items once they depart our location.
- If you are going to be later than 15 minutes, you must notify BAKE ME AWAY LLC no later than one (1) hour before. To ensure we can accommodate all clients, our pick-up order times are scheduled in staggered time blocks. Not honoring the agreed time may impede on the client's next pick-up.
- If you do not contact BAKE ME AWAY LLC, LLC with a late notice, we cannot guarantee the availability of pick up and the order may be lost.

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- The order will be held for 24 hours after the original pick-up time. After 24 hours it may be discarded or donated to a local charitable organization.

### 9. PHOTOGRAPHS:

- For marketing purposes, we will photograph our desserts and we reserve the right to use any photographs for display or promotion without compensation to you.
- Photos will be posted AFTER the delivery/pick-up on our social media pages, newsletter, and/or website.

### 10. ALLERGEN NOTICE:

- Our products are produced in a home kitchen under the Texas Cottage Law guidelines and are NOT subject to inspection by the Texas Department of State Health Services (DSHS) or a local health department.
- Our products are produced in an environment where they may come into contact with or contain dairy, eggs, wheat, peanuts, nuts, soy, and other allergens.
- The client agrees to notify their guests of these potential risks and will assume liability for any allergic reactions.
- If using fresh flowers (provided by the florist or client) it is the responsibility of the client to ensure the safety of the flowers being used.
  - Not all fresh flowers are safe for consumption and should not be treated as such.
  - Fresh flowers will not be provided by Bake Me Away unless agreed upon at the time of the consultation. We will use floral tape or chocolate coating to prevent contamination of your order.
- Bake Me Away LLC will not be liable for any allergic reactions to your guests.

### 11. RISK OF LOSS:

- Maintenance of this contract is contingent upon the ability of BAKE ME AWAY LLC to complete the agreement and is subject to labor disputes, strikes, accidents, and other causes beyond our control. While we will do our best to uphold the agreement, there may be cases of extreme conditions including but not limited to accidents, inclement weather, a state of emergency, and/or an "Act of God" that may prevent us from fulfilling our obligation. Please keep your contact information and alternative contacts up to date so that we may notify you if the occasion arises.

### 12. RESPECTABILITY CLAUSE:

- The client agrees to address any concerns about their order in a timely and respectable manner, failure to do so gives the business the right to void the contract at that time. No refund of any monies will be granted.

