Thank you for choosing Bake Me Away LLC. Please see our contract details to help us ensure that our partnership is a success from booking to delivery/pickup.

#### PAYMENT:

Orders of up to \$100 or within two weeks of the event date, regardless of the amount, require full payment at the time of booking to secure the requested date.

Orders over \$101 with more than two weeks before the event:

- ♦ The initial retainer of 50% reserves your event date and is non-refundable. The retainer may be transferred to a different date upon approval and availability.
- ♦ The remaining balance must be paid by the due date indicated on the invoice. If not received the contract is null and void; the initial retainer will not be refunded.

## CANCELLATION POLICY:

- ♦ Cancellations are accepted 7 days or more prior to the delivery/pick-up date. All monies minus the 50% non-refundable retainer will be returned within 14 business days.
- ♦ Cancellations 3-6 days prior to delivery/pick-up will be issued a future credit of any monies paid, minus the 50% non-refundable retainer.
- ◊ Cancellations within 48 hours of the event date forfeits 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

# ORDER MODIFICATIONS:

♦ Your final payment is the final date for any changes of size, style or flavors to your order. Changes are subject to approval and depending on variance and may not be granted.

## **INSPIRATION PHOTOS:**

- Please note, when sending in pictures of your desired design ideas, Bake Me Away LLC will not replicate the work of another artist/creator to the exact likeness in the image, however, we will maintain the integrity of the design and deliver the client's wishes as close as possible.
- Due to copyright laws, there are certain themes, characters and/or designs that we are not able to reproduce. We will maintain the integrity of the design and/or theme of the client's order.

## DELIVERY & SETUP:

- Oblivery is recommended. However, customer pickup is an available option. Please see below.
- Delivery and setup fees are included in the total invoice.
- ♦ We are not responsible for any damage to the cake after setup is complete.
- ♦ Our delivery fee is \$20 within a 10-mile radius.
- ♦ Locations greater than 10 miles will incur a delivery fee of \$15 plus \$0.66 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 \$20 per 15 minutes which must be paid by Venmo or Credit Card before the setup of your cake is completed.

- The client is responsible for providing an appropriate and secure table for your order. Please note our cakes are heavy and require a sturdy table.
- Please ensure that your environment is conducive to your cake being displayed. The optimal room temperature of 70 degrees or below is recommended.
- ♦ 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.

#### PICKUP:

• 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.

## MARKETING & PHOTOS:

♦ 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.

#### ALLERGEN NOTICE:

- 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.
- ♦ Bake Me Away LLC will not be liable for any allergic reactions to your guests.

## **RESPECTABILITY CLAUSE:**

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