



1. Retainers, Deposits, and Payments

- 1.1. To secure the event date *Ampersand* Cake Co. LLC will decline other work. The date of the event is considered "booked" upon receipt of a non-refundable and non-transferable retainer of \$50 and the completed, signed contract.
- 1.2. Payments of the balance due are to be made one month prior to the event date. Upon final payment, an email confirmation will be issued. The Client is responsible for ensuring timely payment. **Client understands that Ampersand Cake Co. LLC has a minimum wedding order of \$250, not including the delivery fee. By signing this contract, you agree that your final total will be a minimum of \$250, regardless of final guest count.**
- 1.3. The Client will have a grace period of 2 calendar days — not business days — after the stated payment due date before a late fee of 5% *per day* late will be assessed.
- 1.4. If payment is not received in full by 2 weeks before event date, *Ampersand* Cake Co. LLC will cancel the order and the Client will forfeit all monies paid to date.

2. Liability

- 2.1. Except to the extent of *Ampersand* Cake Co. LLC's active gross negligence, client assumes full responsibility for the guests and agrees to hold *Ampersand* harmless from and against all bodily injury, property damage or consequential damages which may result from *Ampersand* services and provision of the cake.
- 2.2. *Ampersand* Cake Co. LLC's is not responsible for any damage to the cake, or shortage of cake, caused by a guest, caterer, wait staff member, or any other person not employed by *Ampersand* Cake Co. LLC's.

3. Allergy & Dietary Warning

- 3.1. *Ampersand* Cake Co. LLC's baked goods may contain or have come in contact with a number of ingredients which can produce an allergic or other medical reaction.
- 3.2. *Ampersand* Cake Co. LLC cannot be held responsible for allergic, medical reactions, or a resulting allergy or related illness to the ingredients resulting from eating the baked goods.
- 3.3. *Ampersand* Cake Co. LLC's baked goods are not suitable for consumption by vegans, vegetarians, nor those with religious dietary restrictions.
- 3.4. It is the responsibility of the Client to inform all individuals present of the presence of these ingredients.

4. Design of Cake/Changes to Order

- 4.1. *Ampersand* Cake Co. LLC will follow the Client's request as closely as possible to create the exact cake desired. *Ampersand* requires a detailed description of the requested cake to be submitted at time of consultation. Photos of desired design details are also recommended. Cake design will essentially be as depicted in attachments and as discussed in the consultation.
- 4.2. Changes to the overall design, flavors, and servings are permitted up to 2 weeks in advance of the event. Any changes may affect the final cost of the cake and will be assessed at the time of change submission. *Ampersand* reserves the right to deny additions and/or changes to design details if they cannot be completed in the time allowed. Prompt payment will be required on all changes. Refunds will only be issued based on what has already been ordered for the event. **All change requests must be submitted in writing.**

- 4.3. Ampersand Cake Co. LLC's cakes are individually designed. Exact replication of a supplied pattern, design, style, decoration, color or of another cake artist's work will not be guaranteed.
- 4.4. Only the Client, the signatory on this contract, and NO other individual is authorized to make changes to the order.
- 4.5. All changes are subject to availability.**

5. Sole Source Requirement

- 5.1. In order to protect its reputation and as a matter of liability insurance, Ampersand Cake Co. LLC will be the sole provider of any/all cakes, and desserts, edible or display, and expressly prohibits any/all cakes and desserts not provided by *Ampersand*, edible or display, to be served at the event, unless previously agreed upon due to allergy or special diet requirements or provided by the wedding venue. The items agreed upon must be provided by a licensed and insured facility.
- 5.2. If another source or individual other than *Ampersand* provides any cake(s), edible or display that have not been previously approved, the items ordered from Ampersand Cake Co. LLC will NOT be delivered and ANY MONIES PAID WILL BE FORFEITED.

6. Serving Amounts and Sizes

- 6.1. Serving amounts provided by standard shape cakes are based on the wedding industry standard of 1 inch wide x 2 inch long x 4 inch high slice of cake. Ampersand Cake Co. LLC warrants all cakes will provide at least the requested industry standard size number of servings when properly served according to the industry standard size.
- 6.2. The number of actual servings created during actual service of the cake cannot be guaranteed as methods of slicing, or other preparations will affect the number of actual servings.

7. Hard Good Decorative Items

- 7.1. Ampersand Cake Co. LLC will not be responsible for supplying any ribbons, crystals, or other similar hard good decorative items for use to adorn the cake. All such items must be purchased by the client and supplied to *Ampersand* at least two weeks prior to the event unless specifically stated in design contract. All fresh flowers must be approved by Ampersand Cake Co. LLC and placed by Ampersand Cake Co. LLC unless otherwise discussed. Fresh flowers are the client's responsibility to order and the client agrees to use fresh flowers at their own risk. Ampersand Cake Co. LLC cannot be held liable for flowers that do not match, are wilted, not large enough or do not arrive on time for Ampersand Cake Co. LLC to place. Ampersand Cake Co. LLC will make every effort to protect the cake from cross contamination, but shall not be held liable for injury that may result in contact with pollen, toxic specimens, and/or fertilizers.
- 7.1.1. Further, Ampersand Cake Co. LLC, having used and applied the items to the cake as specified and agreed upon in this contract, will not be held liable if items are later deemed by the client to compromise, clash with or in any way impair the agreed design, nor if they were consumed by any guests. The client shall not be entitled to any discount or refund based upon such conditions.

8. Specialized Cake Equipment

- 8.1. All cakes require specialized equipment, including internal structures, and a deposit equal to the total replacement cost of the equipment will be left with Ampersand Cake Co. LLC at the time of the final payment to ensure the return of all equipment. Disposable systems for smaller cakes may be available and will be discussed when finalizing cake design.
 - 8.1.1. The deposit check will be held until all equipment is returned in original condition NO LATER than Wednesday after the event. Failure to return the equipment by the Wednesday after the event will result in 100% forfeiture of the deposit *even if the equipment is eventually returned*. Ampersand Cake Co. LLC shall have final decision on the condition of the returned items. The cost of any missing items and/or the replacement cost of any items determined to be damaged will be deducted from the deposit. Unwashed parts will have a 50% reduction in the returned deposit. If shipping the items, insurance on the package and a tracking number is highly recommended. Client will be held responsible for items lost in shipping.

9. Delivery & Setup

- 9.1. Ampersand Cake Co. LLC offers a 1 hour delivery radius when delivering cakes. A delivery fee will be charged based on the mileage of travel as determined using GoogleMaps. Deliveries above and beyond 1 hour of travel will be assessed and discussed prior to booking.
- 9.2. Due to the fragile nature of cakes, and to prevent any damage from occurring, the Client is responsible to provide:
 - 9.2.1. a detailed description of where cake is to be set up and how cake table will be set up;
 - 9.2.2. a sturdy, flat, and level display surface capable of easily supporting the weight of the cake without wobbling, leaning, or tilting, collapsing, or vibrating;
 - 9.2.3. the cake table in position and covered (tablecloth, skirt, lights, etc.) before delivery of the cake;
 - 9.2.4. an environment, whether indoors or outdoors, temperature controlled below 73 degrees from the time the cake is delivered and until the time the cake is served;
 - 9.2.5. a place for the cake that is away from all known heat sources, including: central heating vents, radiators, portable heaters, massed displays of candles, high intensity lights, and/or sunlight whether direct or through an opening such as a window or door;
 - 9.2.6. if outdoors, a place protected from wind, sun and any objects that might dislodge and/or damage the cake as well a cake table standing on a solid, immobile footing and not standing on bare ground.
- 9.3. It is also the Client's responsibility to make sure that the reception venue is open and available for set up no less than **two hours** before the start of the reception.

10. Fulfillment of Contract

- 10.1. *If* Ampersand Cake Co. LLC cannot perform this agreement due to a fire, casualty, strike or other civil disturbances, Acts of God, including but not limited to road closures, severe traffic, fire, terrorism or other causes beyond the control of the parties then Ampersand Cake Co. LLC shall return any money paid by the client, less expenses, but shall have no further liability with respect to this agreement. In the event Ampersand Cake Co. LLC fails to perform for any other reason, Ampersand Cake Co. LLC shall not be liable for any amount in excess of the money the client has paid.
- 10.2. In the event that any of the above conditions prevents Ampersand Cake Co. LLC from delivering a completed cake, the client will be given the option of picking the cake up the day of or within one day of the originally scheduled event and no refund will be issued.

- 10.3. If, for any reason other than nonpayment or cancellation by the Client, Ampersand Cake Co. LLC of its own accord cancels the contract, all payments, including the non-refundable retainer fee, will be refunded in full.
 - 10.4. If the Client cancels the order for any reason, these conditions apply:
 - 10.4.1. Cancellations up to thirty (30) days in advance of your reception date, will receive a refund all of payments less the non-refundable retainer.
 - 10.4.2. Cancellations between 30 and 14 days in advance will receive a 50% refund of all monies paid less the non-refundable retainer.
 - 10.4.3. Cancellations after 14 days before your event forfeits all monies paid.

11. Liability after Set-up

- 11.1. After setup is complete Ampersand Cake Co. LLC is not liable for any damage to the cake, including total collapse, which may occur as result of the actions of anyone present, who disturb or damage the cake by any means including, but not limited to: poking, touching, bumping the cake or the table/display stand/surface on which the cake is displayed, causing vibrations, exposing the cake to heat sources, exposing the cake to the sun and/or wind, and/or moving the cake to a different location or display area.

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12. Photographs

- 12.1. Ampersand Cake Co. LLC will photograph its cakes as well as possibly order copies of pictures from your photographer. *Ampersand* reserves the right to use any photographs so acquired either for our own reference, for display, and/or promotion without compensation to you. Additionally, the signing of this contract shall constitute both a model release and a publication release regarding any use of the photographs by any means of publication or reproduction for any editorial, advertising, and/or promotional use.

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CLIENT: I have read, understand, and agree to all that has been stated. I have made a copy of this contract for my records. I understand that I am the only one authorized to make changes to this contract.

EVENT LOCATION _____

Signature	Date
EVENT DATE _____	
Name (please print)	