

**Crumbles Cake Company, LLC**  
**Terms and Conditions**

**This contract is intended to ensure your order will be designed, made, and delivered (if applicable) according to your specifications. Please refer to your invoice statement for specific details regarding the flavors/design of your order. It will be considered an extension of this contract.**

**Deposit.** We do require a 50% deposit/retainer to hold the reservation. Your deposit/retainer amount will be noted on your invoice statement, payable by cash, credit/debit via Square, or via Venmo, unless otherwise specified by Crumbles. Once your deposit is received, we will confirm your order has been booked, as well as the remaining balance. If no deposit is received within 7 days, the terms of the order may be considered null and void, and your order is not considered booked. All deposit retainers are considered non-refundable. You may pay your entire balance in advance, with the first half of the entire amount being considered "non-refundable deposit/retainer". See cancellation clause for more. A 3% service fee will be added on all credit/debit transactions via Square payment, of \$200 or more.

**Final Payment.** Payment of the final balance shown on your updated invoice, if any, is due no later than 7 days prior to your custom cake order, and no later than 30 days prior to the wedding. A \$35 fee (or greater amount if required by bank) will be imposed for any bank fees incurred by Crumbles due to insufficient funds

**Amendments to orders.** It is your responsibility to read & check the quote/invoice thoroughly. Any changes to your order or design after invoicing and contract, must be noted on an addendum line on the invoice, and reissued via email so both you and Crumbles are aware of the change. Once your contract has been signed, serving size and pricing will be locked in. You may not decrease your amount, but you may add on to your order in an amendment to the invoice/contract. Additions to your order will be subject to current menu pricing. No design changes shall be made to your order within 30 days prior to the event, with the exception of minor design details submitted in writing (email), and approval by Crumbles based on our availability to do so. We reserve the right to deny any change request but will make every possible effort to do so.

If change requests are made prior to the 30-day cut off, an administration fee may be charged and added to the final invoice balance, based on the nature of the change (redrafts of quotes, pricing, modified sketches, and other revisions).

**Design.** If pictures of other cake designs have been submitted as inspiration for your cake design, please know that each cake is made individually by hand, so although every effort is made to ensure consistency, a small amount of variation may occur from the design requested or any pictures supplied. If requested in advance, we will do our best to adjust the design where possible, but sometimes this is not possible according to the nature of the request or amount of notice given. If the alteration affects the cost, or preparation work for the original design has already been undertaken, then the remaining balance owed on your order will be adjusted and charged accordingly.

**Cancellation.** We reserve the right to retain your deposit if cancellation occurs. If cancellation occurs within 48 hours of a custom party cake order, or within one week of a wedding order, we reserve the right to seek collection of 100% of the orders value. You must be given confirmation of your cancellation by Crumbles Cake Company in order for cancellation to take effect. If your event date must be postponed, we will do our best to accommodate as long as your new event date is available, otherwise it will be considered a cancellation, but not within 7 days of your event. In the unlikely event of an emergency, such as fire, flood, or severe illness or medical emergency, and your order must be canceled by Crumbles, we will return the full deposit paid by you in advance. Crumbles is not liable for "act of God" circumstances where an order cannot be delivered to your venue, or collected by you, in a timely manner. (Extreme weather events, traffic related incidents, extended power outages, etc). We will take extensive efforts to make your delivery happen.

**Refunds.** Crumbles is not obligated to offer a refund, not mentioned in this contract.

**Release of Liability.** Crumbles Cake Company cannot be held responsible for any damage to your cake at the venue once we have left the premises. Please keep this in mind if you are having your cake delivered. It is best to arrange to have a person of contact who will be responsible to receive the cake if you will not be there to do so, such as an event or venue coordinator. Please ensure that your venue has been properly prepped for delivery of your cake. This may include specific instructions on table set up, stands and displays, access to the site, communication with a florist, and cutting/serving utensils.

Because our products are temperature sensitive, delivered items placed in overly warm rooms, near extremely warm or open windows, outdoor areas, etc., are subject to compromise, and we do not guarantee the integrity of the items. We will advise you or your venue of the best placement of your cake/items, and take every precaution to insure proper temperature for your display.

If items for placement on your cake, such as toppers, flowers, or other items specified during planning are not available, or as described to us, we will make every attempt to utilize what is provided as best we see fit under the circumstances. If you or your designated party are picking up your cake/order from Crumbles, it is considered accepted. Crumbles is not responsible for any damage to your cake once it has been picked up. We will make every effort to insure it will be properly transported in your vehicle.

**Exclusivity.** We reserve the right to be the sole cake/cupcake provider for your event, and engage in a non-compete contract. Crumbles holds ourselves to the highest standard concerning our ingredients, processes, and food safety. We hold your needs, wants, allergies, and client safety in the highest regard possible, thus we cannot offer our goods and services in conjunction with other vendors' products, which we ourselves offer. Special consideration may be made in advance on a case by case basis with a licensed vendor who will only provide you with items Crumbles does not. Our product can be removed and delivery refused to the venue should a breach of this clause occur, without refund to the client. If other dessert products are served without Crumbles knowledge, we are then released from liability should any illness, or otherwise, occur.

**Rentals.** Additional items (cake stands, large boards, cupcake stands, etc.) must be returned within 48 hours of the event date, unless Crumbles agrees to pick up the items. The rental deposit is refundable upon return of the items provided they are in the same condition at the time of delivery. If damage has occurred, 30-100% of the items individual deposit amount may be retained, depending on the severity of damage evaluated by Crumbles. After the 48-hour time period the rental deposit may be deducted buy 50% per day, per item.

**Storage of your cake.** Crumbles cakes are baked from scratch, before your event to give you the freshest cake possible. We do not use preservatives and other shelf stabilizers to prolong the life of our cakes, such as super market bakery cakes and other big box bakeries which can bake up to 6 months in advance of your purchase. Therefore, we recommend you check with us upon order of your cake to find out how best to store it before and after your event. If you choose to retain a portion of your cake by freezing, please keep in mind that over time the quality of a cake will diminish. It is recommended to freeze a maximum of three months to retain the most quality. If requested, we will provide a small box for a 6" top tier of a wedding cake for you.

**Decorative non-edible items.** Some cakes may contain inedible items such as wood support dowels in stacked cakes, cardboard cake circles, ribbon, crystals and other decorative materials which you will be made aware of during our design consultation. It is the client's responsibility to ensure these are removed by your caterer/guests before consumption. Some flowers (e.g. Ivy) are poisonous and not suitable for use on food products, you should notify your flower supplier of your intention to use the flowers on food to ensure that non-poisonous flowers are used. Crumbles Cake Company will not be responsible for quality or structural issues to your cake if it is altered after pick up or delivery without prior notice. (heavy toppers, flowers, toys, non-edibles, etc.).

**Contact information.** In the event of an emergency, for any reason, Crumbles will make every effort to contact you or your designated party. If contact attempts are made but are unsuccessful, Crumbles will not be held responsible.

**By paying your deposit retainer it is confirmation that you agree with all of the outlined terms and conditions as set forth by Crumbles, and acknowledge that it is your responsibility to read these terms and conditions in their entirety.**