

Traveling Cake Plate
PO Box 12895 Durham NC 27709
(919) 740-0986 _ www.travelingcakeplate.com

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Create. Decorate. Deliver.

Client Name: _____
Reception Day & Date: _____
Reception Time: _____
Order Date: _____

WEDDING CAKE ORDER CONTRACT

Reception Day & Date: _____, ____/____/____ **Order Date:** ____/____/____

Contact Information

Bride/Client Name: _____ **Phone Number:** _____

Mailing Address: _____

Email Address: _____

Groom/ Secondary Client Name: _____ **Phone Number:** _____

Mailing Address: _____

Email Address: _____

Emergency Contact: Name _____ **Phone Number:** _____

Alternate: _____ **Email Address:** _____

Venue & Vendor Information

Venue Name: _____ **Phone 1:** (____) ____-____

Contact Person: _____ **Phone 2:** (____) ____-____

Address: _____ **Fax:** (____) ____-____

Reception Coordinator: _____ **Phone 1:** (____) ____-____ **H W C**
Phone2: (____) ____-____ **H W C**

Wedding Planner/Coordinator: _____ **Phone 1:** (____) ____-____

Florist: _____ **Phone:** (____) ____-____

Photographer: _____ **Phone:** (____) ____-____

Cake Specifications

Total Servings required: _____ **Total # of tiers:** ____ **Save top tier for anniversary: Yes No**

Desired Cake Flavors:

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<u>Cake/Frosting</u>	<u>Cake/Frosting</u>
Top Tier (1)	Tier 4
Tier 2	Tier 5
Tier 3	Tier 6

Bridal Proposal Selection and Price: (Carried over from initial proposal) _____

Date Reservation and Down Payment Amount (50%): _____

Final Payment Amount Due (50%): _____

Desired design description, photo or sketch:

Terms

1 Retainers, Deposits, and Payments

- 1.1 To secure the event date Traveling Cake Plate may decline other work. The date of the event is considered "booked" upon receipt of a non-refundable retainer equal to 50% of the total value of the cake, including any delivery charges, any equipment deposit, and the completed, signed contract.
- 1.2 Payments of the balance due are to be made as follows:
- 1.2.1 14 days (2 weeks) prior to the reception: 50% of the total cost
- 1.3 If the cake is booked less than one month (30 days) before the reception, the retainer will be equal to 100% the cost of the cake plus delivery charges and any equipment deposit.
- 1.5 Should the Client fail to make any periodic or installment payment due as specified above, Traveling Cake Plate will cease work without breach of contract, the order will be considered canceled and no refund will be given.
- 1.6 Payment must be made ONLY by cash, money order, or bank cashier's check or paid online using Google Checkout or Pay Pal.
- 1.7 Upon final payment, a receipt will be issued and all element size/style/requirements shall be finalized.
- 1.8 The Client is responsible for keeping track of any payments due and ensuring their timely payment.

2 Late Payment & Late Payment Fees & Returned Checks

- 2.1 The Client will have a grace period of five (5) calendar days — not business days — after the stated payment due date before cancellation of the order and forfeiture of all monies paid to date due to nonpayment.
- 2.2 Late payments received during the grace period may be assessed an additional \$50 late fee.
- 2.3 Returned checks and non-sufficient funds for payment notices will be assessed \$60 surcharge.

3 Taxes

- 3.1 All taxes, which may be imposed or applicable, are in addition to the quoted prices and are to be paid by the Client.

4 Liability

- 4.1 The Client assumes full responsibility for the guests and agrees to indemnify and hold Traveling Cake Plate harmless from and against all bodily injury, property damage or consequential damages which may result from Traveling Cake Plate services and provision of the cake.
- 4.2 Traveling Cake Plate 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 Traveling Cake Plate.
- 4.3 Traveling Cake Plate is not responsible for the Client not having a cake supplied by Traveling Cake Plate if the Client fails to complete all payments and deposits required prior to the reception by the specified deadlines. If payment is not made in full by at least fourteen (14) days before the reception date, NO cake will be made and the order will be canceled with forfeiture of all monies paid to date.

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5 Fulfillment of Contract

5.1 Traveling Cake Plate shall not be held liable for any delay or inability to deliver and its obligation to perform will be modified to the extent necessary based on: accidents; natural disasters; unforeseen transportation problems the day of delivery; inclement weather that prohibits travel; illness, hospitalization, or death in the immediate family; labor troubles, disputes or strikes; delays in delivery of supplies; non-performance of suppliers; an act of God; or any other circumstances or causes beyond Traveling Cake Plate control that affect performance as contracted.

5.2 Delay in transit shall not constitute grounds for discount, refund or any other compensation to Client.

5.3 If Traveling Cake Plate cannot perform as contracted due to the aforementioned conditions:

5.3.1 If item(s) ordered are not completed at time of uncontrollable circumstance, all payments, including the non-refundable retainer fee, will be refunded in full.

5.3.2 If item(s) are completed at the appropriate time, but cannot be delivered due to uncontrollable circumstances as described above, the Client will be refunded 50% of the total cost of item(s) plus any delivery fee charged.

5.4 If the Client desires and is able to pick up completed item(s), the Client will be refunded 10% of the total cost plus any delivery fee charged.

5.5 Refunds will be given within 90 days.

5.6 If, for any reason other than nonpayment or cancellation by the Client, Traveling Cake Plate of its own accord cancels the contract, all payments, including the non-refundable retainer fee, will be refunded in full.

5.7 If, for any reason at any time, the bride of her own accord cancels the contract, all payments received to the date of the cancellation, including the non-refundable retainer fee, will be forfeited.

6 Postponement/Cancellation Policy

6.1 If for any reason the event must be postponed, the Client must contact Traveling Cake Plate immediately as the requested new date may or may not be available.

6.2 If the requested new date is available the following conditions apply:

6.2.1 If the postponement occurs before the final payment date, fourteen (14) days prior to the event, no penalty or change fee will be assessed.

6.2.2 If the postponement occurs after final payment, fourteen (14) days prior to the event, a change fee of at least \$100 or more will be assessed based upon the cost of the amount of product already made and now unusable.

6.3 If the requested new date is not available, the order may be cancelled.

6.3.1 If such cancellation occurs before the final payment date, fourteen (14) days prior to the reception, a refund of all monies paid less the non-refundable retainer will be made.

6.3.2 If such cancellation occurs after final payment, fourteen (14) days prior to the reception, a refund of 50% of all monies paid less the non-refundable retainer will be made.

6.4 If the Client cancels the order for any reason save the death of the bride or groom, or of an immediate family member (parent, sibling, grandparent, bride's or groom's child), these conditions apply:

6.4.1 Cancellations up to sixty (60) days in advance of your reception date, will receive a refund all of payments less the non-refundable retainer.

6.4.2 Cancellations between 60 and 30 days in advance will receive a 50% refund of all monies paid less the non-refundable retainer.

6.4.3 Cancellations after final payment, 14 days before your reception, forfeit all monies paid.

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7 Changes to Order

- 7.1 Any changes will affect the final cost of the cake and will be included in the amount due.
- 7.2 Only the Client, the signatory on this contract, and NO other individual (e.g. mother, father, mother-in-law, father-in-law, fiancée, sibling, relative, friend, wedding planner/coordinator, etc.) is authorized to make changes to this contract.
- 7.3 Any change to the overall design concept, must be submitted in writing no less than ninety (90) days before the reserved date. See Section 10: Design of Cake.
- 7.4 The date of the final payment, fourteen (14) days in advance of the reserved date, is the final date for any change to the number of servings required and/or the flavor(s) of the cake. When the final payment is made, the number of servings required and the flavor(s) of the cake will be finalized.
- 7.5 It is understood that a significant change in the number of servings required from that which was first stated as part of the original design may necessitate a change in either the size of the cake or of the design concept to accommodate the new serving amount and that such change in the serving amount is better handled by the purchase of kitchen cakes so as to preserve the original design concept.
- 7.6 All details and changes must be made in writing as an addendum to this contract and must be signed by both the contractor, Traveling Cake Plate, and the Client. Verbal comments, phone calls, text messages, faxes, and/or emails do not constitute sufficient notification and will not be binding in any way upon Traveling Cake Plate.
- 7.7 Once final payment has been made, the order can NOT and will NOT be adjusted for a smaller guest list.
- 7.8 If more servings than the main cake will provide are needed unexpectedly, a kitchen cake to match the Main cake in terms of layers, flavors and fillings may be made if availability permits and it is ordered at least seven (7) days before the event. The kitchen cake's cost will be calculated at the same amount per serving as the main cake plus a \$50 rush order fee. The kitchen cake's cost must be paid online, in cash, or by money order or cashier's check within twenty-four (24) hours of the time the kitchen cake is ordered.
- 7.9 Traveling Cake Plate shall be the sole arbiter as to what constitutes a reasonable change and reserves the right to refuse those changes deemed unreasonable.
- 7.10 All changes are subject to availability.

8 Adjustments to Quoted Price of Cake

- 8.1 Up until ninety (90) days before the event, any quote will be considered an estimate based on costs of ingredients, materials, and supplies at time of booking and subject to increase based on increased costs to Traveling Cake Plate. The final price will be set 90 days before the event based upon the then prevailing cost of ingredients, materials, and supplies to Traveling Cake Plate.
- 8.2 Client grants Traveling Cake Plate the right to adjust prices proportionately if necessary, to make substitutions, and/or changes to the agreed design, flavors, fillings and embellishments as necessary.
- 8.3 Any changes to the quote will be submitted to the Client and no change to the quote as a result of increased costs to Traveling Cake Plate will be made after 90 days before the event.

9 Sole Source Requirement

- 9.1 In order to protect its reputation and as a matter of liability insurance requirements, Traveling Cake Plate will be the sole provider of any/all cakes, edible or display, other pastries and/or confections and expressly prohibits any/all cakes, edible or display, other pastries and/or confections from any other source except Traveling Cake Plate to be served at the reception.

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9.2 Specifically prohibited are any cakes, pastries and/or confections made, supplied and/or donated by any licensed retail baker/bakery including in-store bakery departments of grocery stores or club warehouse stores, any unlicensed, non-retail baker/bakery, hobby baker, or any family member or relative of any bridal party member, guest, or family friend.

9.3 If other source or individual other than Traveling Cake Plate provides any cake(s), edible or display, pastries, and/or confections, the items ordered from Traveling Cake Plate will NOT be delivered and ANY MONIES PAID WILL BE FORFEITED. The undelivered items will be disposed of at Traveling Cake Plate discretion.

10 Design of Cake

10.1 Traveling Cake Plate will follow the Client's request as closely as possible to create the exact cake desired. Traveling Cake Plate requires a detailed description of the requested cake to be submitted in writing, at time of consultation. Photo's of desired design details are also recommended.

10.2 It is understood that a significant change in the number of servings required from that which was first stated as part of the original design may necessitate a change in the either the size of the cake or of the design concept to accommodate the new serving amount and that such change in the serving amount might be better handled by the purchase of kitchen cakes so as to preserve the original design concept.

10.3 Changes to the overall design are permitted up to fourteen (14) days in advance of your reserved date with no additional fee. All changes must be submitted in writing.

11 Replication of Supplied Cake Design and Design Elements

11.1 Traveling Cake Plate cakes are individually designed. Exact replication of a supplied pattern, design, style, decoration or of another cake artist's work is not possible and cannot and will not be guaranteed and may be illegal due to copyright restrictions upon the original pattern, design, style, decoration or another cake artist's work.

11.2 Traveling Cake Plate will provide a product representing Traveling Cake Plate interpretation of the desired pattern, design, style, decoration or another cake artist's work.

12 Serving Amounts and Sizes

12.1 Serving amounts provided by standard shape cakes are based on the wedding industry standard of eight (8) cubic inches of cake per serving: generally a 1 inch wide x 2 inch long x 4 inch high slice of cake.

12.2 Specialty carved cake serving amounts are estimated and are not guaranteed to be exact.

12.3 Traveling Cake Plate warrants all cakes will provide at least the requested industry standard size number of servings when properly served according to the industry standard size.

12.4 The number of actual servings created during actual service of the cake cannot be guaranteed as methods of slicing, such as serving larger than then industry standard 1x2x4 size slice, or other preparations will affect the number of actual servings.

12.5 The Client understands and accepts these terms and variables and has ordered accordingly.

13 Use of Fresh Flowers

13.1 Flowers for cake decoration are the responsibility of the Client to purchase. It is the Client's responsibility to select wisely with the assistance of the Client's florist.

13.2 The Client acknowledges that fresh flowers are not a food product, and may contain pesticides, insects,

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dirt, or other contaminants and that some flowers and foliage are in fact toxic and poisonous.

13.3 The Client's florist is responsible for making sure that the flowers and foliage are safe to place on an edible cake, are free from any kind of chemicals/toxins, and will not result in chemical ingestion and/or poisoning of the guests.

13.4 The florist must deliver the flowers to the venue at least 1 hour prior to the event so that Traveling Cake Plate may place the flowers on the cake.

13.5 Under NO circumstances is the florist nor any other person other than Traveling Cake Plate allowed to place the flowers on the cake.

14 Allergy & Dietary Warning

14.1 Traveling Cake Plate does not, cannot, and will not cater to specific allergy or dietary restrictions.

14.2 Traveling Cake Plate baked goods may contain or have come in contact with one or more of the following ingredients, any one of which can produce an allergic or other medical reaction:

Wheat and its derivatives

Gluten and its derivatives

Corn and its derivatives

Soybeans and their derivatives

Eggs (whole, whites, and/or yolks)

Milk and milk products/derivatives

Tree nuts and their derivatives

Peanuts and their derivatives

Tree nut oils and their derivatives

Peanut oil and their derivatives

Tree nut extracts

Natural dyes

Natural flavorings

Artificial dyes

Artificial flavorings

Sugar

Artificial sweeteners

Other allergens not listed

14.3 Traveling Cake Plate cannot be held responsible for allergic, medical reactions, or a resulting allergy or medical reaction related illness to the ingredients resulting from eating the baked goods.

14.4 Traveling Cake Plate's baked goods are not suitable for consumption by vegans, vegetarians, nor those with religious dietary restrictions as they may contain various animal products including but not limited to: butter, eggs, gelatin, honey, lard, meat byproducts and derivatives, milk, tallow, etc.

14.5 It is the responsibility of the Client to inform all individuals present of the presence of these ingredients which may be deemed as potentially hazardous to one's health or as unsuitable for their personal consumption due allergies or any dietary restrictions.

15 Ornament s/Cake Topper

15.1 Any ornament/cake topper must be given to Traveling Cake Plate by the final payment date, fourteen (14) days prior to reception. If Traveling Cake Plate is to provide the ornament/cake topper, the cost will be added to the final payment amount.

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16 Specialized Cake Equipment

16.1 If the cake requires columns, plates, stands, fountains, support systems (internal or external), or other specialized equipment, a deposit equal to the total replacement cost of the equipment will be left with Traveling Cake Plate at the time of signing of the contract to ensure the return of all equipment.

16.2 The deposit will be held until all equipment is returned in the original condition and NO LATER than Tuesday after the event. All equipment must be returned in person and not mailed, shipped, or "dropped off." Failure to return the equipment by the Tuesday after the event will result in forfeiture of the deposit even if the equipment is eventually returned.

16.3 Traveling Cake Plate 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.

17 Delivery & Setup

17.1 A delivery fee is charged at the rate of \$50 for the first 20 miles and \$10 for each additional 10 miles or part thereof as determined using GoogleMaps and/or MapQuest. This fee will be added to the final cost of the cake.

17.2 Should the date, time or location of the reception change, the Client must notify Traveling Cake Plate immediately. Traveling Cake Plate will not be responsible for the cake being late due to changes on the Client's part of which Traveling Cake Plate is not made aware at least 48 hours in advance of the originally scheduled delivery date and time.

18 Self Pick-up & Self Set-up

18.1 If the Client elects to pick up and set up the cake, the Client assumes all liability for the integrity of the cake once it passes into the Client's possession and the Client cannot hold Traveling Cake Plate, having not delivered and set-up the cake, responsible for any problems that may develop with the cake after it has been transferred to the Client or the Client's agent.

18.2 The Client will also be required to execute a separate Delivery & Set-up Waiver.

19 Responsibilities of Client for Set-Up of Cake

19.1 Due to the fragile nature of cakes, and to prevent any damage from occurring, the Client is responsible to provide:

19.1.1 a detailed description of where cake is to be set up;

19.1.2 an appropriate and secure table and environment for the cake to include:

19.1.3 a sturdy, flat, and level display surface capable of easily supporting the weight of the cake without wobbling, leaning, or tilting, collapsing, or vibrating;

19.1.4 the cake table in position and fully decorated (tablecloth, skirt, lights, etc.) before delivery of the cake;

19.1.5 an environment, whether indoors or outdoors, temperature controlled at 68-72 degrees from the time the cake is delivered and until the time the cake is served;

19.1.6 a place for the cake that is away from any and all known heat sources, including, but not limited to: 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;

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19.1.7 a display area that is not subject to vibrations, regardless of source, including but not limited to being near the dance floor, near loudspeakers, or near a high-traffic area;

19.1.8 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.

19.2 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.

19.3 Should the venue not be open and Traveling Cake Plate not able to setup the cake, we will continue on our delivery route and return to setup the cake at the end of the route. In this case, your cake may be late and we will not be held responsible.

19.4 Should Traveling Cake Plate have to wait at the site for the hall to be opened, the Client will be billed for the time at an hourly rate of \$60 per hour prorated to the minute.

19.5 Further the Client is to provide for the serving of the cake. A written cutting guide will be provided to help ensure, but not guarantee, the number of servings ordered is attained.

20 Sign-off on Set-up of Cake

20.1 After setup is complete, the Client or the Client's duly authorized agent will sign-off on the Acceptance of Cake release form acknowledging that the cake has been delivered in satisfactory condition and meets the agreed upon parameters of design and construction as specified in this contract.

20.2 Further, the Client or the Client's duly authorized agent will be required to pose with the cake for photographs taken by Traveling Cake Plate showing that the cake was delivered as specified and was in satisfactory condition upon delivery. These photographs will constitute legal proof of Traveling Cake Plate having fulfilled its contractual obligations with respect to design, construction, and delivery of the cake.

21 Liability after Set-up and Sign-off of Cake

21.1 After setup is complete and has been signed-off by the Client or the Client's agent, Traveling Cake Plate is not liable for any damage to the cake, including total collapse, which may occur as result of the actions of anyone present, be they any member of the bridal party, immediate family, relatives, guests (both adults and children), the photographer, the videographer, any performers (live or DJ), wait staff, and any and all other persons, 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.

21.2 Once cake has been delivered and assembled, Traveling Cake Plate is not liable for any damage including, but not limited to, cake spoilage or icing melting off the cake that may occur as a result of high temperatures, weather conditions, failure of the Client to provide a temperature-controlled environment at the appointed location, and/or failure to properly store and display the cake.

22 Photographs

22.1 Traveling Cake Plate will photograph its cakes as well as possibly order copies of pictures from your photographer. Traveling Cake Plate reserves the right to use any photographs so acquired either for our own reference, for display, and/or promotion without compensation to you.

22.2 Additionally, the signing of this contract shall constitute both a model release and a publication release regarding any use of the aforementioned photographs by any means of publication or reproduction for

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any editorial, advertising, and/or promotional use.

23 Court and Attorney's Fees

23.1 In the event that the Client fails to pay Traveling Cake Plate all or part of the amount due, and collection procedures are initiated, the Client will be responsible for Traveling Cake Plate reasonable attorney's fees and costs, including on any appeal. Venue for any such action shall be in Durham County, North Carolina.

23.2 If the Client initiates court proceedings and Traveling Cake Plate is found not at fault in the case, the Client will be held responsible to pay Traveling Cake Plate reasonable attorney's fees and court costs, including on any appeal. As necessary, Traveling Cake Plate will pursue legal action for reimbursement of said fees and costs.

24 Other Expenses/Accommodations

24.1 Client shall reimburse Traveling Cake Plate for the following additional expenses: (If none, write "None")

24.1.1

24.1.2

24.1.3

24.1.4

24.1.5

24.1.6

24.2 Client shall be responsible for providing to Traveling Cake Plate the following accommodations: (If none, write "None")

24.2.1

24.2.2

24.2.3

24.2.4

24.2.5

24.2.6

25 Term

25.1 The term of this Agreement shall begin on _____, 20____, and shall expire on _____, 20____.

26 General Provisions

26.1 All work shall be completed in a professional manner.

26.2 Neither the Client nor Traveling Cake Plate may assign this agreement without prior written consent from the non-assigning party.

26.3 This agreement constitutes the entire agreement between the Client and <<insert name of bakery>>, and supersedes any prior understanding or representation of any kind preceding the date of this agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this agreement.

26.4 Traveling Cake Plate appreciates the Client's willingness to follow these provisions. They exist to insure that the Client experiences a reception day with truly unique cake designs created especially for

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the Client and the style of reception.

26.5 IN WITNESS WHEREOF the Parties have executed this agreement on the date first written below.

Receipt of this document by the Client and a booking of a cake constitutes agreement to these terms unless stated in writing.

CONTRACTOR: Traveling Cake Plate

Signature of Contractor's Agent

Name of Contractor's Agent (please print)

Title of Contractor's Agent (if applicable)

Date

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

Signature

Name (please print)

Date