

Terms and Conditions

- 1. Scope of the Event
 - a. The design and details of all wedding and custom cakes will be captured on a Cake and Dessert Planner form. Upon booking your event date with Frosted with Love Bakery, this form is to be signed by the client. Your signature indicates the order is correct.
 - b. A cake tasting and consultation is offered on cake orders priced at \$200 or more.
 - c. Changes may be made to cake flavors, serving counts, and design up to 14 days before the scheduled event. These changes may be subject to additional charges.
 - d. Fourteen (14) days before the event, everything must be finalized. An authorized staff member/decorator will review the details of the contract with you, the client. We will confirm colors, monograms, specific details, etc. Upon finalization, no further changes will be accepted.
 - e. Upon completion of the cake, a photo will be sent via text message or email to ensure all is specified contractually.
- 2. Pricing and Deposits
 - a. Buttercream cakes start at a base price of \$5.50 per slice. Fondant covered cakes start at \$6.50 per slice. Prices will increase depending on the complexity of the specified design.
 - b. All pricing is subject to change without written or prior notice. Always call to discuss pricing. Pricing will not change once you are under contract.
 - c. Quotes are good for 30 days only.
 - d. For all non-wedding cakes, a 50% deposit is required at the time your order is placed; the balance is due on the day of delivery.
 - e. To secure a wedding date, a 50% deposit is required when the contract is signed. The remaining balance is due 14 days prior to the wedding event.
 - f. This deposit and other payments are non-refundable with the exception detailed in the Cancellations and Refund section below.
 - g. Rental of cake stands and display platters range from \$10 \$90 per item depending on what is required. These are discussed and determined during your consultation. Eighty percent (80%) of these fees are refunded when returned within 48 hours of your event and they should be cleaned and undamaged. If items are returned soiled and/or damaged, the refund is forfeited.
- 3. Cancellations and Refunds
 - a. Sometimes unforeseen things happen and you may need to cancel your order. Wedding and custom cakes can be cancelled prior to your booked event, however:



- b. If you cancel your order, you will receive a store credit for any amount of money paid towards your order and you have up to 4 weeks from the cancellation date to redeem that store credit.
- c. Deposits and cancellations are not refundable because Frosted with Love Bakery will have already invested resources and materials that goes into making your cake and it

has prevented us from booking other clients. At this point, you will receive a bakery store credit only and the credit will expire in 90 days.

d. In the unlikely event that Frosted with Love Bakery has to cancel your order due to health concerns, emergencies, or any other event outside our control, we will provide a full refund.

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- 4. Covid-19 Because this virus is unprecedented, Frosted with Love Bakery follows these health practices:
 - a. We wear face mask and allergy-free gloves when preparing and baking cakes/other treats and during delivery.
 - b. We practice the 3-Ws: wear face mask, wash hands, and stand 6 feet apart when interacting with customers.
 - c. We don't allow pick-up (unless it's a cake tasting pick-up); we make all cake deliveries.
 - d. For cake consultations, we offer phone consultations and pick-up times for cake tastings.
 - e. When customers pick up cake samples, face coverings must be worn before entering the facility. If you need to interact with us longer than time required to pick up, hands must be washed and a distance of 6-feet must be kept between us.
 - f. During delivery and set-up times, all staff wears face-coverings, wash hands, and wear gloves.
 - g. We have severely limited social interactions on all levels and visit stores only when necessary to purchase bakery needs. While in stores, we practice the 3-Ws (wear face coverings, wear gloves, wait 6 feet apart, discard gloves upon leaving the store to eliminate cross contamination).
- 5. Allergens
 - a. We do not have dedicated equipment to produce allergen free desserts, therefore, it is important to know that all our sweets are produced in a facility that uses milk, nuts, eggs, wheat or soy products.
 - b. During the initial consultation, we make every effort to inquire and discuss allergies that the client or their guests may have.



c. We ask that all clients disclose any food allergies that they are their guests may have.

6. Color Match

- a. We make every possible effort to match your event colors, however, to get as close as possible, you must provide us with color swatches.
- b. When working with food grade dyes, perfect color matches are sometimes impossible to create, particularly when using butter or colored flavorings.
- c. We make every effort where possible to use gel or powdered colors to capture the best color possible, however, when trying to achieve these dark colors, we may use cocoa to begin building the color.
- d. Dark colored frostings including fondant have a tendency to darken further with time, humidity and heat.
- e. Some darker colors may stain teeth and may have an aftertaste.
- f. Where possible, we use powdered colors or 'no taste' food dyes to avoid aftertastes, however, there isn't a 100% guarantee this will be avoided.

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- 7. Delivery and Set-up Fees
 - a. Set-up fees are based on work expected to take place at the venue. This fee is discussed in full during the consultation. This fee **starts** at \$45 per hour.
 - b. Delivery fee is \$40 to venues within a 25-mile radius of our Durham, NC location and anything over that mileage is charged according to the delivery location and will be discussed and determined during the initial consultation.
 - c. Delivery is a professional process and our delivery charges are based on difficulty and distance from the bakery.
 - We will confirm driving directions using either OnStar, MapQuest or Google Maps.
 Please let us know if the venue area is too new for these apps to track the correct driving directions.
 - e. Our delivery vehicles are cooled in advanced during high temperature months to ensure cakes maintain their shapes and design integrity.
 - f. We also use special cooling boxes to transport cakes in a safe manor.
 - g. Every effort will be made to deliver on time; however, delivery of your cake may be delayed due to traffic, accidents, weather, acts of God, and other causes beyond our control.



- h. Depending on the design of the cake, we may assemble the cake at the venue to assure it isn't damaged during travelling.
- i. Upon delivery and set up, we will photograph your cake to capture the condition of said cake.
- j. We also provide 'Cake Instructions and Care' with each delivery and require a signature for that delivery.
- k. We will not be responsible for cake damage if someone other than our staff moves your cake without permission from us.
- I. We are not responsible for any damage to your cake after the cake has been safely delivered and properly set-up.

Customer Signature E	Date
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Staff Signature/Initials_____ Date _____

Artistic License Disclaimer:

Every cake is scratch-made and hand-decorated. Decorative finishes are done by hand and are subject to the artistic interpretation of our decorating expertise. When you provide us with a photo of another cake designer's work, it is for inspiration only. We will not make an exact duplication of the work of other cake decorators to avoid infringement.

Pricing Disclaimer: All pricing is subject to change without any prior written notice. Pricing will not change while under contract with our company.