



Cake Contract and Waiver

This contract is meant to be informative as well as establish responsibility.

FOOD ALLERGIES AND FLOWERS:

You acknowledge that fresh flowers are not a food product, and may contain pesticides, insects, dirt, or other contaminants. All of PattyCakes Bakery's cakes, fillings, and icings may contain or come into contact with soy, wheat, dairy, nuts or other allergens. You acknowledge that you are responsible for informing your guests of this allergy information, and hold us harmless for allergic reactions.

PAYMENT:

The full amount of the cake balance is due at the time of your order, in order to secure your event date. Payments must be made in the form of cash or a check. If your check bounces, you are responsible for all fees incurred by PattyCakes Bakery and may have your order cancelled. Serving plates and cutlery are not included in the price of the cake, and will not be provided by PattyCakes Bakery. Due to constantly fluctuating food costs, price quotes are subject to change. A price guarantee will be available 90 days prior to your event.

CHANGES TO THE CAKE:

I understand that once I have signed this contract and waiver and paid in full, that my event date will be reserved. The final cake design is due no less than 30 days before your event. There shall be no changes to the design of the cake within 30 days of the event date. Any changes requested after this date cannot be guaranteed and may be subject to a change in price and possible fees which must be paid prior to the event by cash or check. All changes are subject to availability. If a change to the cake results in a difference of price than paid at the time of placing your order, then a price adjustment will be made. If the final price ends up being lower than the previously paid amount, PattyCakes Bakery will refund the difference. If the final price ends up being more than the previously paid amount, then payment of the difference will be due immediately (by cash or check), and must be received no later than 3 weeks prior to the event date.

LIABILITY:

You agree to assume full responsibility for your event guests and agree to indemnify and hold PattyCakes Bakery harmless from and against all bodily injury, property damage or consequential damages which may result from PattyCakes Bakery's services and provision of your event cake. We are not responsible for any damage to the cake, or shortage of cake, caused by a guest, caterer, or any other person not employed by PattyCakes Bakery or Mosquito Cafe. We highly discourage colored buttercream accents on wedding cakes, due to the humid air in Galveston, which can cause dyed colors to run on the cake. PattyCakes will not be liable if you insist on colored buttercream, and the colors on the cake do run. We are also not responsible for your not having an event cake supplied by PattyCakes Bakery if you fail to complete all payments required prior to the event by the deadlines. If payment is not made in full by at least 30 days before the event date, NO cake will be made and your order will be cancelled.

ACTS OF GOD:

PattyCakes Bakery's obligation to perform will be modified to the extent necessary based on transportation problems, delays in product delivery, inclement weather, acts of God, illness, or other causes beyond PattyCakes Bakery's control that make it impossible or impractical for PattyCakes Bakery to perform. Should you choose to have your cake setup outdoors, we are not responsible for what happens to it, be it weather, insect, animal or sand.

DELIVERY:

It is your responsibility to ensure that the event location is open and available for set up at the appointed time. You are responsible for providing an appropriate and secure table and environment for the cake(s). Cakes are heavy and require a sturdy and level table, and optimal room temperature of 73 degrees or below. PattyCakes Bakery is not responsible for anything that may happen to the cake after we have delivered and set it up at the event location. If you or your representative elects to pick up and set up the cake, you assume all liability and responsibility for the condition of the cake once it leaves PattyCakes Bakery's possession.

USE OF PHOTOGRAPHS:

PattyCakes Bakery may take photographs of its cakes or may purchase copies of pictures from your photographer. We reserve the right to use any photographs for our own reference or for display and/or promotion without your consent or compensation to you.

I understand and agree to the above charges and conditions.

Please Print Name

Event Date

Signed

Today's Date