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CUSTOM ORDER CONTRACT

Client Name: \_\_\_\_\_ Event Date: \_\_\_\_\_

Type of Event: \_\_\_\_\_

Order Summary: \_\_\_\_\_

**DEPOSIT:** In order to schedule your custom order for your event date, a 50% NON-REFUNDABLE deposit is required. Without a deposit, we will NOT hold your date. Priority will be given to the paying customer.

**FINAL PAYMENT:** The final payment for all custom orders is required 14 days prior to the event date. If payments are not made by the due date the custom order may be cancelled. Payment can be made in cash, via credit card or on our website via PayPal.

**REFUND:** Refunds are not provided for any reason. This includes but is not limited to refunds requested for illness, injury, venue closures, or forced government/county closures. Due to our full schedule and our attention to detail we spend many hours planning and preparing before even beginning on the construction of your custom order.

**EQUIPMENT:** If the customer's order requires equipment, such as cake plates or stands, a credit card number must be provided at the time of final payment. This is to ensure safe return of the equipment. The card on file will be dismissed when the equipment has been returned in original condition. Equipment must be returned no later than 3 days after the event date. There will be a \$25 charge per item that is not returned, returned in a condition other than how the customer received it, or been disassembled.

**CUSTOM DESIGNS:** Jenn's Cupcakes & Parties does their best to match all desired design elements requested from client photos, but can not guarantee that the finished product will be identical based on the unique interpretation of each cake designer.

**ORDER CHANGES:** Any changes to the order (size, style, flavors, etc.) must be made 2 weeks or more before the event date. Any changes requested less than 2 weeks before the event cannot be guaranteed and are subject to additional charge of \$20.

**DELIVERY:** The delivery fee is \$2 per mile round trip (minimum of \$15). All deliveries that require us to cross a bridge have an added \$25 fee for travel expenses. All deliveries during commute hours (weekdays 8-10am and 3-7pm) will have an additional \$25 fee for added delivery time. Jenn's Cupcakes and Parties is not responsible for delays in delivery based on circumstances beyond their control, such as extreme traffic conditions or road closures.

**SET UP:** Jenn's Cupcakes & Parties is not responsible for any damage caused to the order after setup has been completed. The customer is responsible for providing an appropriate and secure table, as well as a stable environment for the custom order. Our products are heavy and require a sturdy table. Any custom order placed outside during an event has the possibility of melting or deforming due to the heat. The optimal temperature for our products is 75 degrees or below. For a small party set up (Less than 150 pieces) there is a \$35 set up fee. For a large party set up (150 pieces or more) there is a \$75 set up fee.

**PICK UP:** If you or your representative elects to pick up and set up the order, you assume all liability and responsibility for the condition of the product once it leaves the possession of Jenn's Cupcakes and Parties. You should prepare your vehicle so it is clean and free of items that could roll or slide into the cake. We do everything in our power to provide a well-structured cake, but please note that cakes are very fragile and break easily, so drive carefully and slowly.

**PHOTOGRAPHY:** On occasion, Jenn's Cupcakes and Parties will photograph their products. They reserve the right to use any and all photographs for display and/or promotion without compensation to the customer.

**ALLERGIES:** We are a facility that uses nuts and gluten. All products are made in a kitchen that produces nuts, dairy, wheat, soy and other potential food allergens. You agree to notify your guests of this risk and hold us harmless for allergic reactions. All products are made according to food handling safety standards in Alameda County, CA.

**GUARANTEE:** Performance of this agreement is contingent upon the ability of Jenn's Cupcakes and Parties to complete the agreement and is subject to accidents, Acts of God, and other causes beyond our control.

I have read and agree to the terms set out in this contract and agree that I am the person responsible for all payments and decisions regarding this custom order.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_