

CUSTOM ORDER CONTRACT

Client Name: _____ Event Date: _____

Order Summary: _____ Type of Event: _____

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 1 month prior to the event date. If payments are not made by the due date the custom order will be cancelled. Payment can be made via credit card or Venmo.

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.

RESCHEDULING: Any changes to the booked date must be made no later than two weeks prior to the originally booked date. Exceptions may be considered at the discretion of Jenn's Cupcakes & Parties, upon payment of a \$25 rebooking fee. Such exceptions will only be granted if it is feasible for Jenn's Cupcakes and Parties.

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 1 month or more before the event date.

DELIVERY: Delivery within Castro Valley is \$15. Delivery outside of Castro Valley is \$2 per mile round trip (minimum of \$40). 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: _____