

cakemomma.bakery@gmail.com

- Client Name(s): _____
- Address: _____
- Phone Number: _____
- Email Address: _____
- Event Date: _____
- Event Time: _____
- Event Location: _____

- Cake Size/Number of Tiers: _____
- Servings: _____
- Cake Flavors: _____
- Frosting Flavors: _____
- Filling Flavors: _____

[illegible]

- Cake and/or Dessert Price: \$ _____
- Delivery Fee (if applicable): \$ _____
- Other Fees (e.g., setup, tasting boxes): \$ _____
- Tasting Box Deduction (if purchased prior to booking, up to \$20.00):
\$- _____
- Total Price: \$ _____

Date Reservation:

- The date becomes reserved only when this contract is drawn up, signed and the 25% retainer is received.

Payment Schedule:

- A non-refundable retainer of 25% of the total price, amounting to \$_____, is due upon signing this contract.
- The remaining balance is due 4 weeks prior to the event date, on or before _____.
- Payment methods accepted: Cash, Online payments via Square (includes major credit cards/debit cards, ApplePay, ACH bank transfer payments).

Delivery/Pickup:

- Delivery: ALL tiered cakes and Dessert Table Packages require delivery. Cake Momma LLC will deliver the cake and/or desserts to the event location at _____ on the event date. Cake Momma LLC will obtain photograph proof of delivery and will provide it to the client or their representative.
- Delivery fees are calculated by the IRS standard mileage rate for the current year. The mileage will be calculated as a round trip from Cake Momma LLC to the event location and back. If the event location is more than a 1 hour round trip, an additional \$1.40 per mile will be charged. A flat \$25.00 setup fee will apply to all tiered cakes, dessert tables and any order that is requested for delivery & setup.
- Pickup: One tier cakes, cake balls, cake pops and/or cupcakes can be picked up from Cake Momma LLC at _____ on _____. If the client chooses pickup, they assume all responsibility for safe transport and handling of the cake and/or desserts after it leaves the bakery premises.

Cake Tastings:

- If the client has paid any monies to Cake Momma LLC for cake tastings prior to booking, the amount paid will be deducted from the order total, up to \$20.00.
- If after booking with Cake Momma LLC, a tasting box is requested and not already been done prior to booking, the client may choose up to 4 flavor profiles to sample (a \$20 value). If additional samples are requested, there will be a \$5 charge per each additional flavor profile.
- All cake tastings will be prepackaged and available for pick up from Cake Momma LLC on an agreed upon date and time.
- Tastings for cupcakes and cake balls/cake pops are based on availability only. Samplers are offered throughout the year during holidays or may be offered if flavors are on hand due to existing orders.

Cancellation or Postponement:

- If the client should require a postponement or cancellation, Cake Momma LLC will try to accommodate the client. If the client needs to postpone their date, their new date may not be available.
- If the client does not establish a new date within 1 year of the original date, the retainer will be forfeited. Any monies paid to Cake Momma LLC that have already been used towards the order (e.g. work completed, supplies bought) will be forfeited. Any remaining balance is fully refundable.
- If the client establishes a new date within 1 year of the original date, the retainer and any monies will be transferable to the new date. Cake Momma LLC reserves the right to review and recalculate the order cost if needed based on prevailing rates and policies.
- If the client cancels the order after signing this contract, the retainer is non-refundable. Any monies paid to Cake Momma LLC beyond the 25% retainer will be applied towards any work already completed and any supplies that have already been purchased. The remaining balance is fully refundable.

Changes:

- Any changes to the cake and/or dessert design, flavors, or delivery arrangements must be made in writing and agreed upon by both parties no later than 8 weeks prior to the event date. Changes may be subject to additional fees.

Operation under Wisconsin Cottage Food Ruling

- Cake Momma LLC follows all current Wisconsin Cottage Food rulings. This means all products are

made with care in a private home not subject to state licensing or inspection and are “non-hazardous” baked goods. A “Non-hazardous” baked good means any baked good that can remain safely unrefrigerated and will not support the rapid growth of bacteria that would make people sick when held outside of refrigerated temperature.

- It is the client’s responsibility to verify with the wedding or event venue, before paying the retainer, that outside cakes and baked goods from non-commercial bakers, like Cake Momma LLC are allowed. If the venue does not permit outside baked goods and the client has already paid the retainer, the retainer will be forfeited and will not be refunded.
- Cake Momma LLC maintains current and adequate liability insurance coverage. A Certificate of Insurance (COI) will be provided upon request.

Floral Decorations

- Cake Momma LLC understands that couples may desire the use of real flowers as part of their cake and/or dessert decoration. Cake Momma LLC will only utilize non-toxic, food-safe flowers for placement on the cake. Under no circumstances will any toxic or harmful flowers be used.
- Both real and artificial flowers will be properly prepared by Cake Momma LLC prior to placement on the cake. This preparation may include, but is not limited to, washing, stem wrapping, and any other necessary steps to ensure food safety and aesthetic presentation.
- Cake Momma LLC will be solely responsible for the placement of all flowers, both real and artificial, onto the cake. The client agrees that no other individual will place flowers on the cake.
- The client is responsible for coordinating with their chosen florist to ensure that the designated flowers are available and delivered to the venue at or before the time of cake delivery, which is specified in this contract.
- If the client provides the flowers, the client is responsible for the flowers being nontoxic, and agrees to hold Cake Mama LLC harmless from any issues arising from the client provided flowers.
- Cake Momma LLC will take all reasonable precautions to ensure the safety of flowers used on the cake and/or desserts. However, the client acknowledges that real flowers are a natural product and may contain allergens or other substances that could cause a reaction in sensitive individuals. Cake Momma LLC is not responsible for any allergic reactions or adverse effects caused by the flowers.

Liability:

- Cake Momma LLC is not responsible for any damage to the cake and/or desserts after it has been delivered and accepted by the client or their representative, or after it has been picked up by the client.
- Cake Momma LLC is not liable for any allergic reactions, injuries or damages caused by the cake and/or desserts or harm caused by eating decor that is not edible, including real or artificial florals.
- It is the client’s responsibility to inform guests of any potential allergens. Ingredient labels are provided upon request as well as with packaging on date of service.

Force Majeure:

- Neither party shall be liable for any failure or delay in performing its obligations under this contract to the extent that such failure or delay is caused by a Force Majeure Event. A "Force Majeure Event" means any event beyond the reasonable control of the affected party, including but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation, facilities, fuel, energy, or materials.

Agreement:

By signing this contract, the client acknowledges that they have read, understood, and agree to all terms and conditions outlined above.

Client(s) Signature: _____

Date: _____

Cake Momma LLC Representative Signature: _____

Date: _____