



It Grows On You!

FREUND'S FARM MARKET & BAKERY, LLC
EVENT CONTRACT

324 Norfolk Road
East Canaan, CT 06024
(860) 824-0650

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www.freundsfarmmarket.com

Order Date: __/__/__

EVENT:

Event Date:

Event Time:

Client's Name:

Phone 1: (____) ____ - _____ H W C

Address:

Phone 2: (____) ____ - _____ H W C

Phone 3: (____) ____ - _____ H W C

Venue: _____

Setup Time: _____

Contact: _____

Phone 1: (____) ____ - _____

Address: _____

Phone 2: (____) ____ - _____

Fax: (____) ____ - _____

Event Coordinator: _____

Phone 1: (____) ____ - _____ H W C

Rentals: _____

Phone 2: (____) ____ - _____ H W C

Photographer: _____

Phone 1: (____) ____ - _____ H W C

ADDITIONAL CONTACTS

Fiancée: _____

Phone: (____) ____ - _____ H W C

M of Honor: _____

Phone: (____) ____ - _____ H W C

Parent of Client: _____

Phone: (____) ____ - _____ H W C

Parent of Fiancée: _____

Phone: (____) ____ - _____ H W C

Parents of Fiancée are responsible for rehearsal dinner for this event.

Address: _____

This Contract guarantees that **Freund's Farm Market & Bakery, LLC** has the ability provide the following services: All elements of food, cake, décor, flowers, delivery, set up & cleanup of these elements.

It is the responsibility of the Client to book and coordinate, as Freund's Farm Market & Bakery, LLC accepts no responsibility of the following: Venue Locations, Tents, Chairs, Photographers, Music.

1 Retainers, Deposits, and Payments

- 1.1 The date of the event is considered “booked” upon receipt by **Freund’s Farm Market & Bakery, LLC** of the following: a) a non-refundable retainer equal to \$300, b) any equipment deposit, c) and the completed signed contract.
- 1.2 Payments of the balance due are to be made as follows:
 - 1.2.1 After the initial booking deposit, a second payment of 30% of the estimated final amount is due 90 days before the event, the remaining balance is due in full, 4 weeks prior to the event date.
- 1.3 Payments may be made by cash, check or credit card. Please notify **Freund’s Farm Market & Bakery, LLC** of your preferred payment method.
- 1.4 Upon final payment, a receipt will be issued and all elements of food, cake, décor, flowers and other requirements will be finalized.
- 1.5 The Client is responsible for keeping track of any payments due and ensuring their timely payment.

2 Late Payment & Late Payment Fees

- 2.1 The Client will have a grace period of five (5) calendar days — not business days — after the stated payment due date before cancellation of the order and forfeiture of all monies paid to date.
- 2.2 Late payments received during the grace period are subject to an additional \$50 late fee.

3 Cancellation Due to Nonpayment

- 3.1 Should the Client fail to make payment due as specified above, **Freund’s Farm Market & Bakery, LLC** will cease work without breach of contract, the order will be considered canceled, no refund will be given, and the date is considered open for other events to be booked.
- 3.2 **Freund’s Farm Market & Bakery, LLC** is not responsible for the Client not having food, cake, décor, flowers supplied by **Freund’s Farm Market & Bakery, LLC** if the Client fails to complete all payments and deposits required prior to the event by the specified deadlines. If payment is not made in full by at least thirty (30) days before the event date, NO food, cake, décor, flowers will be supplied and the order will be canceled with forfeiture of all monies paid to date.

4 Liability

- 4.1 The Client assumes full responsibility for the guests and agrees to indemnify and hold **Freund’s Farm Market & Bakery, LLC** harmless from and against all bodily injury, property damage or consequential damages the guest may cause to the item(s).

5 Fulfillment of Contract

- 5.1 **Freund’s Farm Market & Bakery, LLC** shall not be held liable for any delay or inability to deliver and its obligation to perform will be modified to the extent necessary based on: accidents; natural disasters; unforeseen transportation problems the day of delivery; inclement weather that prohibits travel; illness, hospitalization, or death in the immediate family; labor troubles, disputes or strikes; delays in delivery of supplies; non-performance of suppliers; an act of God; or any other circumstances or causes beyond **Freund’s Farm Market & Bakery, LLC** control that affect performance as contracted.
- 5.2 Delay in transit shall not constitute grounds for discount, refund or any other compensation to Client.

- 5.3 If **Freund's Farm Market & Bakery, LLC** cannot perform as contracted due to the aforementioned conditions:
- 5.3.1 If item(s) ordered are not completed at time of uncontrollable circumstance, all payments, including the non-refundable retainer fee, will be refunded in full.
 - 5.3.2 If item(s) are completed at the appropriate time, but cannot be delivered due to uncontrollable circumstances as described above, the Client will be refunded 50% of the total cost of item(s) plus any delivery fee charged.
- 5.4 Refunds will be issued within 90 days.
- 5.5 If the event is cancelled by the Client prior to the 2nd payment (after initial deposit) the deposit is non-refundable.
- 5.6 If the event is cancelled by the Client prior to final payment but after 2nd payment, the deposit, 15% of the 2nd payment are non-refundable, and any monies used purchases made for the event will not be returned.
- 5.7 If the event is cancelled by the Client after final payment, no monies will be returned.
- 5.8 If, for any reason other than nonpayment or cancellation by the Client, **Freund's Farm Market & Bakery, LLC** of its own accord cancels the contract, all payments, including the non-refundable retainer fee, will be refunded in full.

6 Postponement/Cancellation Policy

- 6.1 If for any reason the event must be postponed, the Client must contact **Freund's Farm Market & Bakery, LLC** immediately as the requested new date may or may not be available.
- 6.2 If the requested new date is available the following conditions apply:
- 6.2.1 If the postponement occurs before the final payment date, thirty (30) days prior to the event, no penalty or change fee will be assessed.
 - 6.2.2 If the postponement occurs after final payment, thirty (30) days prior to the event, a change fee of at least \$100 or more will be assessed based upon the cost of the amount of product already made and now unusable.
- 6.3 If the requested new date is not available, the order will be cancelled.
- 6.3.1 The initial deposit and 15% of the 2nd payment are non-refundable. Any monies used and purchases made for the event will not be returned.
 - 6.3.2 If such cancellation occurs after final payment, thirty (30) days prior to the reception, a refund of 50% of all monies paid less the non-refundable retainer will be made.

7 Allergy & Dietary Warning

7.1 **Freund's Farm Market & Bakery, LLC's** food items may contain or have come in contact with one or more of the following ingredients, any one of which can produce an allergic or other medical reaction:

Wheat and its derivatives	Tree nuts and their derivatives	Natural flavorings
Gluten and its derivatives	Peanuts and their derivatives	Artificial dyes
Corn and its derivatives	Tree nut oils and their derivatives	Artificial flavorings
Soybeans and their derivatives	Peanut oil and their derivatives	Sugar
Eggs (whole, whites, and/or yolks)	Tree nut extracts	Artificial sweeteners
Milk and milk products/derivatives	Natural dyes	Other allergens not listed

7.2 **Freund's Farm Market & Bakery, LLC** cannot be held responsible for allergic, medical reactions, or a resulting allergy or medical reaction related illness to the ingredients resulting from the food served.

7.3 It is the responsibility of the Client to inform all individuals present of the presence of these ingredients which may be deemed as potentially hazardous to one's health or as unsuitable for personal consumption due allergies or any dietary restrictions.

8 Delivery & Setup

8.1 A delivery fee will be included in the final price on this contract and will be based on time and mileage.

8.2 Should the date, time or location of the event change, the Client must notify **Freund's Farm Market & Bakery, LLC** immediately. **Freund's Farm Market & Bakery, LLC** will not be responsible for service & all elements of food, cake, décor and flowers being late due to changes on the Client's part of which **Freund's Farm Market & Bakery, LLC** is not made aware at least 48 hours in advance of the originally scheduled delivery date and time.

8.3 It is the Client's responsibility to make sure that the venue is open and available for set up no less than two hours before the start of the event.

8.4 Should **Freund's Farm Market & Bakery, LLC** have to wait at the site for the venue to be opened; the Client will be billed for the time spent waiting at an hourly rate of \$60 per hour prorated to the minute payable in CASH immediately.

9 Court and Attorney's Fees

9.1 In the event that the Client fails to pay **Freund's Farm Market & Bakery, LLC** all or part of the amount due, and collection procedures are initiated, the Client will be responsible for **Freund's Farm Market & Bakery, LLC's** reasonable attorney's fees and costs, including on any appeal. Venue for any such action shall be in Litchfield County, Connecticut.

9.2 If the Client initiates court proceedings and **Freund's Farm Market & Bakery, LLC** is found not at fault in the case, the Client will be held responsible to pay **Freund's Farm Market & Bakery, LLC** reasonable attorney's fees and court costs, including on any appeal. As necessary, **Freund's Farm Market & Bakery, LLC** will pursue legal action for reimbursement of said fees and costs.

10 General Provisions

10.1 All work shall be completed in a professional manner.

10.2 This agreement constitutes the entire agreement between the Client and **Freund's Farm Market & Bakery, LLC**, and supersedes any prior understanding or representation of any kind preceding the date of this agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this agreement.

10.3 **Freund's Farm Market & Bakery, LLC** appreciates the Client's willingness to follow these provisions. They exist to insure that the Client experiences an event day with truly unique food, cake, décor, and flowers designs created especially for the Client and the style of event.

10.4 IN WITNESS WHEREOF the Parties have executed this agreement on the date first written below. Receipt of this document by the Client and a booking of an event constitute agreement to these terms unless stated in writing.

CONTRACTOR: Freund's Farm Market & Bakery, LLC

Signature

Name (please print)

Date

CLIENT: I have read, understand, and agree to all that has been stated. I have received a copy of this contract for my records. I understand that I am the only one authorized to make changes to this contract.

Signature

Name (please print)

Date

Due based on estimate's final payment subject to change, date final invoice to be provided: _____

1st Booking Deposit: \$300

2nd Payment for _____

Final payment estimate: \$ _____ (subject to final invoice changes)

Total Payment Due \$ _____ Due Date: _____.

Additional contract notes: _____

