PAYMENT TERMS

1. <u>Deposit</u>

a. A deposit of 50% is due at the time of booking and is considered non-refundable and non-transferable. Your initial deposit is considered a down payment and date reservation toward your event's cakes/desserts.

- 2. Final Payment is due 4 weeks before the event.
- 3. If Payment Schedule is not met, Simply Sweet assumes that the event has been canceled, and will have no further obligation hereunder. Any deposits/payments made to date will not be refunded and the delivery date will be made available to other potential clients.
- 4. Payments may be received in the form of debit/credit card or cash.

POSTPONEMENT AND CANCELLATION POLICY

1. We will do everything in our power to accommodate your new date in cases of postponement. However, if a new date is not selected and confirmed prior to 2 months before the original wedding/event date, Simply Sweet will assume that your event has been officially canceled, and our cancelation policy will apply.

2. Cancellation of your event will result in a partial to no refund.

a. Cancellation 2 (or more) months before the event: A cancellation fee in the amount of 25% of the quoted total balance (50% of your deposit) will be retained by Simply Sweet and the remaining balance of the deposit will be refunded via check.

b. Cancellation between 2 months to 28 days before the event: A cancellation fee in the amount of 50% of quoted total balance (your deposit) will be retained by Simply Sweet and the remainder of your payment balance will be refunded via check.

c. Cancellation within the 28 day window before the event will not be granted a refund.

d. Non-refundable portions are non-transferable and cannot be applied to later dates.

4. When we take your event order, we begin the process of declining other orders. As we get closer and closer to your event date, the chances of re-booking your date are greatly reduced.

RENTALS

1. It is the client's responsibility to return cake plates and stands, or other rented equipment.

2. All rented equipment is to be returned to Simply Sweet by the business day following your event, unless prior arrangements are made.

3. In the event that rental items are not returned or are retuned damaged the following charges can be applied:

- a. Metal Stands: up to \$350.00
- b. Wood Stands: up to \$200.00
- c. Individual Cake Plates: up to \$80 each

DELIVERY

1. Due to the logistics of scheduling multiple deliveries and set ups each day, Simply Sweet requires a time "range" for delivery of your desserts, as provided by you. You are

responsible for confirming this time with your reception/venue staff or wedding coordinator. Cake tables must be set up and ready for us to arrive before the start of this time range. Cake plates, pedestals, and dessert trays must also be in place if we are not the providers.

- 2. Deliveries to outdoor sites are scheduled as close to the event time as possible, to allow for any last minute changes to cake table location or risks of damage, due to weather.
- 3. Please call to inform us of any changes to the time range for delivery, immediately, so Simply Sweet can do everything in its power to avoid scheduling conflicts.
- 4. Please keep in mind that any delay to delivery affects not only Simply Sweet and it's staff, but also all clients expecting delivery following yours. Venues must be unlocked, opened, and cake table set up at the start of the time range.
- 5. Deliveries of 4-tired and 5-tiered cakes may require extra staff and can, therefore, require an additional delivery fee.

OUTDOOR SITE

1. Outdoor settings are unpredictable. While Simply Sweet will do everything in its power to minimize weather damage, cake and sugar will begin to melt in high heat. Simply Sweet is not responsible for damage caused by weather.

a. Damage common in outdoor sites due to high temperatures: sweating, water condensation, running of colors, melting buttercream, sliding decorations, bug attractant.

VENUE AND SITE CONDITIONS

- 1. Simply Sweet reserves the right to refuse set up of a cake on any cake stand does not appear sturdy enough to hold the weight of our cakes. All efforts will be made to work with venue staff to find placement better suited for your cake to make sure it looks beautiful on your arrival.
- 2. Cake is heavy and requires a perfectly level and sturdy table and cake stand. Simply Sweet is not responsible for any damage caused by tables or cake stands that were unable to withstand the weight of our cakes or improperly installed, or installed at a lean.
- 3. Once cakes are set up, they are not intended to be moved until served. Simply Sweet is not responsible for damage caused by others after the cake is set up by Simply Sweet .

FINALIZATION OF DESIGN

1. We ask that all details and number of servings for your cakes be finalized 4 weeks before the event date.

2. Changes to the cake design and approved by the Client after execution of this agreement may result in total price changes.

VARIATION IN DESIGN

- 1. While Simply Sweet makes every effort to provide exactly the flavor, filling, decoration, size, color, shape, and design discussed during consultations, creating cake is an art form and may be subject to variations.
- 2. Color matching is not a precise science and different sugar substrates take color differently. Simply Sweet will do everything possible to match provided color swatches, but sometimes it is not possible to make a 100% perfect color match and some colors are just not achievable using food grade dyes.
- 3. Simply Sweet cannot match a "verbal" color or a color sent via electronic device, as all monitors display color differently. To best attempt a color match, you must provide a color swatch 7 days in advance of the event.
- 4. To maintain stability and the integrity of your event cake, Simply Sweet reserves the right to make design and structural changes to your cake on site or off, without prior notification.

ORNAMENTS, TOPPERS, FLOWERS

- All ornaments and toppers should be brought to Simply Sweet no more or less than 7 days prior to your event so they can be assessed for weight and stability and cake reinforcements prepared. Simply Sweet reserves the right not to place ornaments on your cake if we feel that so doing will cause damage to your cake.
- 2. Simply Sweet is not liable for any damage or illness caused by floral inserts into the cake.
- 3. You are responsible for ordering flowers from your florist to adorn your cake. We do not have a floral account.
- 4. Please be sure to discuss on site decoration with us in advance of delivery to avoid additional charges.

CUSTOMER PICK UP

1. Simply Sweet will not be responsible for any damage occurring to your cake once it leaves our facility.

2. Simply Sweet recommends placing all cakes on a flat area of a Van or SUV or floor board of your vehicle, with air conditioning flowing around the cake, and a non-slip mat under the box or cake board to prevent sliding.

PHOTOGRAPHY OF YOUR CAKE

1. Simply Sweet reserves the right to take and use photographs of your cake(s) and desserts, before, during and after set up, including scene type photos of the event location, to use for marketing, advertising, and promotional purposes, without compensation to you.

ALLERGENS

1. Simply Sweet is a licensed, insured, and health permitted bakery. While Simply Sweet can attempt to reduce some allergens in your cakes, we cannot prevent cross contamination in our common prep areas. Simply Sweet processes known allergens such as tree nuts, peanuts, wheat, dairy, corn, gluten, and eggs. You agree to notify guests of allergen risks and hold us harmless for any allergic reaction.

We look forward to celebrating your big day with you!!